

UK and European Breakdown Cover Policy Booklets

Please note that this online version of the policy booklet includes your terms and conditions for both UK and European Breakdown Cover

Your European terms can be found after page 31 of the UK Policy Booklet

PLEASE READ AND KEEP FOR YOUR RECORDS

Rescue Policy Booklet - UK

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

How to contact us

Broken down or had an accident in the UK	
Call us on	0333 2000 999
Freephone (from a landline)	0800 82 82 82
For legal advice or claims under Section K	
	0330 159 0275
Key Replace (Section E)	
Call us on	0330 159 0952
You can also email us at keyreplace@rac.co.uk	
For all other queries call customer services on	0330 159 0360

You can also write to us at:

RAC
Great Park Road
Bradley Stoke
Bristol
BS32 4QN.

Just let us know which section of cover your query relates to.

If you have hearing difficulties and have a Textphone, just prefix the number you wish to call with 18001 to access Tynetalk, or text us on 07855 828282.

What we'll need if you break down

1. Your name and RAC membership number
2. Your membership card and identification such as a bank card or driving licence
3. The vehicle's make, model and registration number
4. The exact location of the vehicle (the road you're on, nearest road junction, mile marker etc.)
5. The number of the phone you're using in case we get cut off
6. The nature of the fault
7. Your credit card to use some breakdown extras (e.g. courtesy car), or if you need additional services

Remember

1. Please let us know if you get going before we arrive
2. We won't reimburse you if you've had help that we've not arranged, so:
 - a. Only accept help from us
 - b. Don't go directly to a garage or other recovery service

Telephone charges

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

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.

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Policy Summary

This is a summary of RAC membership. It does not contain the full terms and conditions, which can be found later in this booklet. Please read this in conjunction with your policy schedule.

RAC membership

RAC membership offers services relating to the breakdown of vehicles or accidents involving vehicles. Some of the sections of cover are optional. Your policy schedule will tell you which cover you've chosen.

Who provides RAC membership

RAC Motoring Services provides the cover under Sections A1, A2, B and C and provides Accident Care, Motoring Legal Helpline and the Additional Services.

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

Membership types

Your membership can be personal based or vehicle based.

- Personal based memberships cover you as a driver or a passenger in any eligible vehicle. A single membership will cover just you. A household membership will cover up to 4 members of your household in addition. Sections G, H, I and/or J will only cover the vehicles specified in your schedule and driven by you/named members.
- Vehicle based memberships cover up to 3 vehicles specified in your schedule and registered at your home whoever is legally driving them.

Membership period

Your RAC membership is either for a 12 or 24 month period, or available on a continuous basis.

Limits of cover

Limits on the number of claims and amount of cover apply to your membership. Your policy schedule and full terms will set out these limits.

Once these limits are reached we will not provide any further service under the membership.

Cancellation of your membership

You can cancel within the first 14 days of the start date, renewal date or the date you receive these terms and conditions with your policy schedule, whichever happens later. We will refund your premium in full unless you have made a claim within this period in which case no refund will be given. No further cooling off period will apply after this first 14 days, even if you add optional cover under Sections B to K.

Important: If you cancel the membership or remove any Section of cover more than 14 days after the start date or renewal date we will not refund the premium.

Contact details for notifying a claim

Please see page 2

Complaints

If for any reason you are unhappy with the service we provide, we'd like to hear from you. In the first instance, please contact our Customer Services team.

Telephone: 0330 159 0360

Email: breakdowncustomercare@rac.co.uk
(or membershipcustomercare@rac.co.uk if not related to a breakdown)

Write: Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

If your complaint relates to Accident Care, the Motoring Legal Helpline or Legal Care Plus, please contact our Legal Customer Care team on:

Telephone: 0330 159 0610

Email: legalcustomercare@rac.co.uk

Or write to us at the above address.

Financial Ombudsman Service

If we've not resolved your complaint to your satisfaction, you may be entitled to refer it 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 the sale or administration of any cover provided by RAC Motoring Services under Sections A1, A2, B, C or Additional Services including Accident Care and the Motoring Legal Helpline, you may be able to refer your complaint to the Financial Ombudsman Service.
- If your complaint relates to any cover provided by RAC Insurance Limited under sections D to K, you will be able to refer your complaint to the Financial Ombudsman Service.

Legal Ombudsman Service/Claims Management Regulator

If your complaint relates to our Accident Care service, advice provided under the Motoring Legal Helpline or advice received under Legal Care Plus (section K), you may be able to refer your complaint to the Legal Ombudsman Service or the Claims Management Regulator.

Financial Services Compensation Scheme

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

Summary of cover

The following table is a summary of the cover available, highlighting if it is included or optional. Your policy schedule will show which level of cover you have.

You can use the Additional Services, Accident Care, Motoring Legal Helpline and Section A1 from your start date. For section A2 cover starts as soon as you've attached your fob to your keys. For all other sections, see the table below.

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section A1 - Roadside Included	Roadside assistance if your vehicle has a breakdown (at least ¼ mile from home) in the UK, Guernsey, Jersey, the Isle of Man or the Republic of Ireland. If we can't fix your vehicle at the roadside, we'll recover you to a single destination of your choice up to 10 miles.	We won't cover: <ul style="list-style-type: none"> the cost of any parts any claim caused by your failure to follow our advice e.g. from a previous breakdown vehicles over 3.5t or used for business
Section A2 - Key Return Included	If you've lost your keys and they're found with the fob attached, we'll return them to you.	
Section B - Recovery Optional	If we can't fix your vehicle at the roadside under section A1, we'll recover you to a single destination of your choice within the UK.	We won't recover you: <ul style="list-style-type: none"> within the first 24 hours of joining/upgrading if the breakdown relates to your tyres and you don't have the manufacturer's recommended kit (spare, inflation kit etc)
Section C - At Home Optional	We'll extend the cover we provide under section A1 to include breakdowns within ¼ mile of your home.	This section won't apply within the first 24 hours of joining/upgrading. The significant and unusual exclusions or limitations that apply to Section A1 also apply.
Section D - Onward Travel Optional	If we attend a breakdown and can't fix your vehicle, we'll provide either: <ul style="list-style-type: none"> a hire car for up to 3 days, or 1 night's bed and breakfast, or alternative transport up to £150 per person (£500 in total). 	We won't cover: <ul style="list-style-type: none"> claims within the first 24 hours of joining/upgrading a hire car other than a small hatchback Age and licence restrictions will apply.
Section E - Key Replace Optional	If your keys are lost, stolen or broken, we'll send a locksmith to replace, repair or re-programme your locks and keys up to a value of £1500 per year.	We won't cover: <ul style="list-style-type: none"> claims within the first 14 days of joining/upgrading replacement of lost keys within the first 3 days of reporting the loss to us

The following sections F-J, in addition to B and D above, only apply if we've attended a breakdown under sections A1 or C. You must call us out first before you can claim under any of these sections.

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section F - Courtesy Car Optional	If we can't fix your vehicle, we'll provide a hire car for up to 3 days whilst yours is being fixed.	The significant and unusual exclusions or limitations that apply to Section D also apply.
Section G - Mis-Fuel Rescue Optional	If your vehicle breaks down because you put petrol in your diesel car, we'll get it drained, flushed and repaired (if required).	We won't cover: <ul style="list-style-type: none"> claims that occur in the first 24 hours of joining/upgrading more than £2500 per year or the market value of your vehicle (if lower)
Section H - Battery Replace Optional	If your vehicle breaks down because your starter battery is no longer serviceable, we'll replace it up to a value of £600 per year.	We won't cover: <ul style="list-style-type: none"> claims that occur within the first 14 days of joining/upgrading batteries that require fitting by a manufacturer's dealer
Section I - Tyre Replace Optional	If your vehicle breaks down due to a puncture or damage to your tyre, we'll repair or replace it: <ul style="list-style-type: none"> at the roadside, or at the nearest RAC approved tyre centre. 	We won't cover: <ul style="list-style-type: none"> claims that occur within the first 14 days of joining/upgrading wear and tear and tyres under the legal limit damage caused by mis-use/mis-fitting
Section J - Garage Parts and Labour Optional	We'll cover the cost of certain parts and labour (at an RAC Approved Garage) needed to fix your vehicle: <ul style="list-style-type: none"> Up to £750 per claim (or the market value of the vehicle if lower) Up to 1 hour's diagnostic work per claim (if required) See the Covered Parts Table in Section J of your terms and conditions.	We won't cover: <ul style="list-style-type: none"> claims that occur within the first 14 days of joining/upgrading claims if you've not had your vehicle serviced by a VAT registered garage in line with the manufacturer's recommendations or within the 12 months prior to claim claims covered by a warranty parts that have reached the end of their normal working life

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section K – Legal Care Plus Optional	Uninsured loss recovery: Up to £100,000 for legal costs to recover uninsured losses from a road traffic accident in the UK or Europe that wasn't your fault.	<ul style="list-style-type: none"> We must appoint a claims handler The claim must have a 51% or greater chance of succeeding We won't cover appeals
	Travel costs: If your accident was in Europe and you need to return for a court hearing or medical exam.	We won't cover: <ul style="list-style-type: none"> travel costs over £1000
	Legal Defence: If you're taken to court for a criminal motoring offence in the UK or Europe, we'll appoint a representative and pay your legal costs (up to £25,000) to defend this.	We won't cover: <ul style="list-style-type: none"> parking, alcohol or drug related offences claims not reported to our legal helpline first claims that have less than a 51% chance of succeeding
	Motor vehicle consumer disputes: if you have a legal dispute relating to the purchase, sale, hire or service of a vehicle (in the UK) we'll appoint a representative and pay their legal costs (up to £5,000).	We won't cover: <ul style="list-style-type: none"> disputes under £250 claims not reported to our legal helpline first claims that have less than a 51% chance of succeeding
	Personal legal helpline: 24/7 telephone legal advice line for any private legal matter within the UK.	We can't advise on business or commercial matters (even as a landlord).

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 who 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 benefits, conditions and exclusions that apply to each individual Section of cover (see Sections A to K) 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 0330 159 0360 to request a replacement.

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

Use of language

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.

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** and **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 cover under Sections G, H, I and J, this **membership** will cover each **vehicle** 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.

Limits of cover

Your cover under this **membership** is subject to:

1. Limits on the number of **claims** that can be made under individual Sections and under this **membership** overall during each **membership year**.
2. Limits of cover for certain types of **claims** and for certain Sections.

Please refer to the terms of the applicable Section and your **policy schedule** which set out these limits.

1. One **call out** will be any attendance by an **RAC patrol** or **RAC contractor** to a **vehicle** as a result of a call to us under the **membership**.
2. The limits will apply to all **claims** 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**).
3. If the number of **call outs/claims** set out on your **policy schedule** is exceeded, we will not provide any further service under the **membership** during that **membership period**. 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 that are not covered under Sections A1 to K of the **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 **road traffic accident** assistance in the **territory**;
4. Extend the hire period for any replacement **vehicle**; or
5. Provide services where the number of **call outs** that can be made under your **membership** in a **membership year** has been exceeded.

The charge for any additional service provided or arranged by us 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 the **membership** that is not covered by Sections A1 to K 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 the **membership** under any Section of the **membership**.

Accident Care

If you have a **road traffic accident** within the **territory**, we can offer you the following additional services:

Post-accident assistance

Call us straight from the scene and we'll be here to give you help and advice on:

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

You can also use our 24/7 Motoring Legal Helpline (below) if you need to know where you stand legally.

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 the **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.

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 0330 159 0275.

You have access to a telephone legal helpline which will provide you with initial legal advice on motoring issues 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:

1. Any legal advice in relation to any business or commercial matter; or
2. Any additional legal advice where, in our opinion, we have already given you the options available to you.

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

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 personal accident, excluding a **road traffic accident**, occurring during the **membership period** for which **you** were not at fault and for which another party was at fault;

“approved garage network”

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

“approved tyre network”

means a tyre centre in the **territory** that has been approved by us;

“breakdown”/“break down”/“broken down”

means the **vehicle**, **caravan** or **trailer** (as applicable) 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 mis-fuel, **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. Illumination of a **vehicle’s** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** will need to make **your** own way to a place of repair and any break down cover under this policy booklet will not apply;

“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	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)

“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;

“covered part”

means the **vehicle** parts detailed in Section J as being covered for replacement if required as the result of a **breakdown**, except where such part is listed as not being covered or are not covered due to the exclusions of cover;

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

“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 **home**;

“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 the **home** including any student or member of the armed forces who normally lives permanently at the **home** but is temporarily living away from the **home**;

“insured key”

means any key belonging to the **member**;

“key replace event”

means the loss, breakage or theft of any **insured key** from the **lead member** or **members** residing at the **home**, 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 **lead member’s home**);

“lead member”

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

“legal claim”

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

“legal claims handler”

means RAC Legal Services, part of RAC Motoring services, or a representative appointed by us;

“legal costs”

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**;

“legal proceedings”

means the pursuit of a **legal claim** for **your** and/or **your passengers’ uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** or **Europe**, or the defence of a motoring prosecution within a court of criminal jurisdiction in the **territory** or **Europe**;

“legal representative”

means the solicitors or other qualified experts appointed by **our legal claims handler** to act for **you** and/or **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**;

“market value”

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

“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 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 shown on **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;

“personal based membership”

means a **membership** providing benefits attached to the named **members**;

“policy schedule”

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

“RAC “/“we“/“us“/“our“

means RAC Motoring Services in respect of Additional Services, Accident Care, Motoring Legal Helpline and Sections A1, A2, B and C, and RAC Insurance Limited in respect of Sections D, E, F, G, H, I, J and K and each of their authorised agents;

“RAC contractor“

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

“RAC patrol“

means a technician employed by **us**;

“road traffic accident“

1. for the purposes of Accident Care and Section K, 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 **you** and/or **your** passengers were not at fault and for which another party was at fault; and
2. for the purposes of all other Sections of these **membership** terms and conditions, means a traffic accident involving a **vehicle** within the **territory** that immobilises the **vehicle**;

“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**;

“specialist equipment“

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

“start date“

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

“territory“

means the England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man;

“uninsured losses“

means losses directly arising out of a **road traffic accident** or bodily injury due to an **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;

“vehicle“

means any UK registered vehicle that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	6.4 metres (21ft) including tow bar	2.55 metres (8ft 4in)

Motorcycles under 49cc and mobility scooters are not vehicles covered under the **membership**.

“vehicle based membership“

means a **membership** providing benefits to **drivers** of the **vehicles** shown on the **policy schedule**;

“wear and tear“

means the gradual loss of a component’s ability to function exactly as it was designed to do by the manufacturer due solely to time and the **vehicle’s** mileage in operation;

“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** and more than ¼ mile from **your home** as measured by us, 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** at the roadside (within a reasonable time), 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** 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 either:

1. Provide transport for you and up to eight 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 to a destination up to 20 miles from the garage for you and up to eight 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 (with a claim form) for the taxi journey to us at the breakdown customer care address shown on page 29;
3. In addition, we will relay urgent messages from you to a contact of your choice if the **vehicle** cannot be driven because of a **breakdown** or **road traffic accident**.

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** are not covered under this Section A1. If the **RAC patrol** or **RAC contractor** has the required parts you can purchase the relevant parts from us for an additional charge. The part must be paid for in full at the time of the **breakdown** and before the repair commences. We will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under the **membership**;
4. 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, including a faulty battery, has not been properly repaired or replaced, by a party other than us; 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.

SECTION A2: Key Return

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

What is covered

At the **start date** we will provide a key **fob** or **fobs** to the **lead member**:

- a) if you have **personal based membership**, 1 **fob** for each **member**;
- b) if you have **vehicle based membership**, 1 **fob** per **vehicle**;

Keys attached to the **fob**, if found and returned to us during the **membership period**, will be returned to the **lead member** by Royal Mail Special Delivery. We will also provide a lost and found key helpline 24 hours a day, 365 days a year on 0330 159 0951.

What is not covered

1. Keys lost without the **fob** attached;
2. If your **membership** has been cancelled or has expired and we receive a **fob** and keys following the end of the **membership period**:
 - a. we will return your keys but will not cover postage costs;
 - b. we will retain the **fob** as it remains our property;
3. Any costs other than postage to return keys to the **lead member's** address;
4. Any costs in respect of damage to keys, key rings or personal effects attached to the **fob**;

5. Any loss of earnings or profits which **you** or any other person suffer as a result of the loss of **your** keys; or
6. Any **claims** relating to lost keys, locks or other costs relating to the loss of keys.

SECTION B: Recovery

Please refer to **your policy schedule** which sets out whether the **membership** includes cover 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** more than ¼ of a mile from **your home** as measured by us, and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** (and not being able to repair the **vehicle** locally within a reasonable time), **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 eight passengers of the **broken down vehicle** to a destination within the **territory** chosen by **you**. If more than five people require transportation, **we** may need to provide transport in separate vehicles.

Where **your home** is in Northern Ireland, under this Section B, any **breakdown** 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 or to a single destination of **your** choice where the distance is less than to **your home**.

We may also provide at **our** discretion a recovery service if **you** become ill during a journey in the **territory** and **you** cannot continue the journey as **you** have no one in **your** party who can drive the **vehicle**. **We** may ask **you** to provide written confirmation from the treating hospital or medical expert that **you** are unfit to drive and can prove **you** are the only viable driver in **your** party.

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 including a second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions;
3. 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**;

4. 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, including a faulty battery, has not been properly repaired or replaced, by a party other than **us**; 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;
5. Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle, caravan** or **trailer, we** will not provide recovery over 10 miles where no serviceable spare tyre is carried by **you** or no suitable alternative (as recommended by the manufacturer) is available; or
6. Any **vehicle** that is already at a garage or other place of repair.

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 ¼ of a mile of **your home** as measured by **us, 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 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**.

What is not covered

1. 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**;
2. The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section C. If the **RAC patrol**

or **RAC contractor** has the required parts **you** can purchase the relevant parts from **us** for an additional charge. The part must be paid for in full at the time of the **breakdown** and before the repair commences. **We** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under the **membership**;

3. 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, including a faulty battery, has not been properly repaired or replaced, by a party other than **us**; 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.
4. Any **breakdown** over the **call out** limit as shown on **your policy schedule**.

SECTION D: Onward Travel

Please refer to **your policy schedule** which sets out whether the **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**, **we** are unable to repair the **vehicle** in accordance with the cover under Section A1 or C. **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.

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 **us**; 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 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. **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 **you** do not comply with the terms and conditions of the hire company used by **us** and **we** agree for **you** to arrange a replacement hire car with another hire car supplier, **we** will 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 including but not limited to age and licence restrictions. 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 or any request that is not made on the same day as the **breakdown** occurred;
3. **We** will not cover the cost of:
 - a. delivery and collection of the hire car vehicle including any fuel used during delivery and collection;
 - b. any fuel 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; or
 - c. any insurance excess payable under any insurance for the replacement car.
4. **We** will not supply:
 - a. any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. replacement cars with a tow bar; or
 - c. specially adapted vehicles.

Alternative transport

What is covered

We will arrange rail, air or other public transport for **you** and up to eight 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 **you** and up to eight passengers of the **broken down vehicle** in a hotel of **our** choice and reimburse **you** for the costs of such accommodation up to £150 per 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**, **you** 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 **you** and up to eight 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 per 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 the **membership** includes cover for Key Replace as set out in this Section E.

What is covered

If during the **membership period** and in the **territory** or **Europe**, an **insured key** is lost, stolen, broken (where the breakage has been caused by a sudden, unforeseen and unexpected event), or locked inside the **member's home** or **vehicle** we will pay up to £1,500 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 per lock (including any immobiliser, infra-red handset and/or alarm which is integral to any **insured key** if it cannot be re-programmed). The number of replacement keys provided will directly correspond to the number of keys that have been lost, broken or stolen;
4. Replacement car hire to a maximum of £35 per day (up to a maximum of three consecutive days or until the **key replace event** has been resolved, whichever is sooner), or alternative onward transport costs to a maximum of £80 for all persons travelling in the **vehicle**;
5. The re-programming of immobilisers, infra-red handsets and alarms which are not integral to an **insured key**.

We will also provide an emergency helpline 24 hours a day, 365 days a year on 0330 159 0952 if **members** need assistance.

What is not covered

We will not cover:

1. Stolen keys that were not reported to the police within 72 hours;
2. Any amount which exceeds £1,500 in total in any one **membership year** including call out charges for **insured keys** locked inside the **home** or **vehicle**;
3. Any **claim** where the **member** does not produce receipts or invoices for payments the **member** has made within 120 days of the **key replace event**;
4. Replacement of an **insured key** within the first 3 days of the date of the loss, unless **we**, acting reasonably, are satisfied that a delay would cause undue hardship or significant expense;
5. **Insured keys** lost or broken by, or stolen from someone other than the **lead member** or **members** residing at the same address as the **lead member**;
6. Costs other than replacement keys where a **claim** for **insured keys** is made if there are duplicate keys available to the **member** immediately or reasonably quickly;
7. Any **key replace event** not reported to **us** within 30 days of the loss, breakage or theft;
8. Locks and keys which are damaged prior to the loss or theft of **insured keys**;
9. Replacement locks or keys of a higher standard or specification than those replaced;
10. Car hire: any specific type or model. The **member** may however be able to arrange additional or upgraded hire car vehicles for an additional cost;
11. Any replacement car hire arranged by **us** where the **member** cannot 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. Hire cars will be delivered during normal business hours Monday to Friday, from 09:00 to Noon on Saturday and no deliveries are made on Sundays;
12. Any replacement car hire arranged by the **member** that has not been agreed with **us** prior to the **member** making the arrangements;
 13. Delivery and collection of the hire car. This will include any fuel used during delivery and collection;
 14. 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;
 15. Charges or costs incurred where:
 - a. **we** arrange for the attendance of a locksmith or other tradesman, agent or representative at a particular location and the **member** fails to attend; or
 - b. the **member** makes alternative arrangements with a third party once **we** have arranged for a locksmith or other tradesman, agent or representative to attend a particular location;
 16. 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 it;
 17. Any loss of earnings or profits which the **member** or any other person suffers as a result of the loss or theft of an **insured key**;
 18. **Claims**:
 - a. arising from any deliberate or criminal act or omission by the **member** or any immediate member of the **member's** family residing at the same address;
 - b. arising as a result of the **member's** failure to take all reasonable steps to safeguard an **insured key** (such as the loss or theft of **insured keys** where left unattended and in an unsecured location); or
 - c. relating to reduction of market value to any property resulting from the loss or theft of the **insured keys**; or
 19. Any **claim** occurring prior to or within the first 14 days of the **lead member** joining or upgrading the **membership** to include this Section E; however this 14 day exclusion period will not apply upon renewal of a **membership** that includes this Section.

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. The **member** must notify **us** 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. The **member** must complete any forms requested by **us** and promptly supply such information relating to the **member's claim** as **we** require. Where a **vehicle key** is lost in all instances **we** shall request sight of the V5 document to help determine ownership of the **vehicle** prior to providing services. **You** are responsible for the cost of preparing any **claim** under this Section E;
3. The **member** must take all reasonable precautions to minimise the cost of any **claim**; and
4. All **fobs** remain **our** property at all times.

SECTION F: Courtesy Car

Please refer to **your policy schedule** which sets out whether the **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 or C, once **we** have decided that **we** cannot get the **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. **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** cannot comply with the terms and conditions of the hire car company used by **us** including but not limited to age and licence restrictions, 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 **us**; 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** cannot 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 or any request that is not made on the same day as the **breakdown** occurred;
4. **We** will not cover the cost of:
 - a. delivery and collection of the hire car vehicle including any fuel used during delivery and collection;
 - b. any fuel 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; or
 - c. any insurance excess payable under any insurance for the replacement car;
5. **We** will not supply:
 - a. any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. replacement cars with a tow bar; or
 - c. specially adapted vehicles.

SECTION G: Mis-Fuel Rescue

Please refer to **your policy schedule** which sets out whether the **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, following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **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**, **you** and up to eight passengers to **our** nearest **approved garage network** in the **territory** for repair.

If more than five people require transportation **we** may need to provide transport in separate vehicles.

Your 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 eligible **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 refuelling the **vehicle** with any more than 10 litres of fuel; or
3. Any **vehicle** that is not a diesel fuelled **vehicle**.

SECTION H: Battery Replace

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

What is covered

If a **vehicle** shown on **your policy schedule** as being covered for Battery Replace has **broken down** in the **territory** during the **membership period** due to starter battery failure and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section A1 or C **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 **you** to continue **your** 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 **breakdown** occurring within the first 14 days of the **lead member** joining or upgrading the **membership** to include this Section H or changing the **vehicle** during the **membership period** where the **claim** is in respect of the new **vehicle**; however this 14 day exclusion period will not apply upon renewal of this **membership** that includes this Section of cover;

2. Any battery which requires a manufacturer's dealer to fit it;
3. Any **breakdown** within ¼ of a mile, as measured by us, from **your home**, unless **your membership** includes At Home cover under Section C;
4. A **vehicle** classed as an electric and/or hybrid vehicle;
5. Any **breakdown** of a **modified vehicle**;
6. Any replacement battery required for the **vehicle** where the incorrect battery was fitted or the correct battery was fitted incorrectly;
7. A battery that has failed due to misuse and/or abuse;
8. A **vehicle** already at a garage or other place of repair; or
9. Repairs, replacements or alterations not authorised by us.

SECTION I: Tyre Replace

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

What is covered

If a **vehicle** shown on **your policy schedule** as being covered for Tyre Replace has **broken down** in the **territory** during the **membership period** due to accidental damage, malicious damage or a puncture to one or more of its tyres, following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section A1 or C, **we** will arrange and pay for an **RAC patrol** or an **RAC contractor** to repair the tyre or fit a replacement tyre, together with replacement valve and wheel balancing, at the roadside to allow **you** to continue **your** journey.

If the **RAC patrol** or an **RAC contractor** is unable to repair or replace the tyre on the **vehicle** at the roadside, **we** will decide, based upon **our** technical expertise in **breakdown** situations, either:

1. to transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) and **you** and up to eight passengers of the **broken down vehicle** to **our** nearest **approved tyre network** for repair or replacement of the tyre; or
2. to fit a temporary tyre to allow the **vehicle** to be driven safely to **our** nearest **approved tyre network** for repair or replacement of the tyre.

If **your vehicle** has **broken down** due to malicious damage to one of more of the **vehicle's** tyres, **you** must first report the incident to the police and **you** must obtain a crime reference number before **we** will provide cover under Tyre Replace. **We** will require this number to validate **your claim**.

We will safely dispose of the replaced tyre.

Your cover under this Section I is limited to the maximum amount per **claim** and the number of **claims you** can make during the **membership year** as shown on **your policy schedule**.

What is not covered

We will not cover any costs in respect of:

1. Any **breakdown** occurring within the first 14 days of the **lead member** joining or upgrading the **membership** to include this Section I or changing the **vehicle** during the **membership period** where the **claim** is in respect of the new **vehicle**; however this 14 day exclusion period will not apply upon renewal of a **membership** that includes this Section;
2. Any **breakdown** within ¼ mile, as measured by us, from **your home** unless the **membership** includes At Home cover under Section C;
3. Any repair or replacement of any tyre which:
 - a. requires repair or replacement as a result of incorrect tyre pressure, wheel alignment, balance, defective steering or suspension;
 - b. is required due to faulty manufacture or design;
 - c. is recoverable under any other insurance or warranty;
 - d. is below the legal limit for depth of the tyre tread as per the **road traffic acts** when the incident occurs;
 - e. has failed due to misuse or abuse;
 - f. was not advised to us during **your** first call to us notifying us of the **breakdown**;
 - g. due to **wear and tear** or pre-existing damage;
 - h. was not as a result of a single incident
4. Any tyre that does not carry an "E" mark;
5. A **vehicle** already at a garage or other place of repair;
6. Repairs, replacements or alterations not authorised by us; or
7. The **vehicle** cannot be one of the following:
 - a. a motor caravan, kit car, motorcycle, quad, trike or **trailer**, an import (unless built for the UK market);
 - b. a **modified vehicle**.

SECTION J: Garage Parts and Labour

Please refer to **your policy schedule** which sets out whether this **membership** includes cover for Garage Parts and Labour as set out in this Section J.

Conditions applying to this Section J

In addition to the General conditions, the following conditions will apply to this Section J:

1. Before you can claim, each vehicle must be serviced by a VAT registered garage; either in line with the manufacturer's guidelines or within the 12 months prior to claim, and for as long as you have cover under this Section; and
2. In the event of a claim, you will be asked to provide evidence of your servicing history before we commence work. We therefore recommend you carry this with your vehicle.

What is covered

If an RAC patrol or an RAC contractor attends a breakdown under Section A1 or C, and the broken down vehicle is listed on your policy schedule as being covered for Garage Parts and Labour, we will:

1. cover the cost (including VAT) for covered parts required to repair the vehicle at the roadside, unless they have reached the end of their normal working life; or
2. transport the vehicle, you and up to eight passengers to our nearest approved garage network in the territory, if we are unable to permanently repair the vehicle at the roadside; or
3. where we complete a temporary repair, we will give you a card referring you to our approved garage network. You will then need to take the vehicle to our approved garage network within seven days of an RAC Patrol or RAC contractor attending the breakdown in order to make a claim under this Section J.

If the vehicle is taken to our approved garage network as set out above, they will need to seek authority from us before any repair can commence. If the claim is authorised we will then:

4. cover the cost of up to one hour of time spent by our approved garage network in diagnosing the fault with the vehicle. We will notify you if we consider it likely that the diagnosis will take more than one hour; and
5. cover the cost (including VAT) for covered parts and labour required to permanently repair the vehicle at our approved garage network.

Your cover under this Section J is limited to the maximum amount of £750 per claim or the market value of the eligible vehicle (whichever is lower) and the number of claims you can make during the membership year as shown on your policy schedule.

Covered parts

Covered	Not Covered
	Any covered part which has failed due to it reaching the end of its normal working life
Engine	Turbochargers, Superchargers, Exhaust Gas Recirculation (EGR) Valves, burnt valves and decokes
Engine cooling system	Pipes and hoses
Fuel System	Diesel Particulate Filter (DPF)
Clutch	Dual Mass Flywheel (DMF)
Gearbox	All parts covered
Differential & drive system (front/rear) and shafts	Split rubber gaiters
Steering	Steering and ignition locks
Suspension	Perished bushes
Brakes	Brake discs, pads, drums and shoes
Electronic control units	ECU re-flashes and updates
Electrics	Sun roof and folding roof motors, electric window motors, door locks and keys, seats (including pre-tensioners), lamps, bulbs and connectors, parking sensors, starter batteries, wiring looms, fuses and in-car entertainment
	All body parts, glass, paint, upholstery, trim and tyres

What is not covered

1. Any costs in respect of any breakdown occurring within the first 14 days of the lead member joining or upgrading the membership to include this Section J or changing the vehicle during the membership period where the claim is in respect of the new vehicle; however this 14 day exclusion period will not apply upon renewal of this membership that includes this Section of cover;
2. Any breakdown within ¼ mile, as measured by us, from your home unless your membership includes our At Home cover under Section C;
3. A vehicle already at a garage or other place of repair;

4. Any costs relating to a part or component that is not a **covered part**, other than the one hour diagnosis;
5. **You** can only **claim** in respect of any **covered part** covered under this Section J once per **vehicle** during any **membership year**. This means **you** will not be covered under this Section J if a **vehicle** breaks down and requires a **covered part** to be replaced that has been replaced by **us** in that **vehicle** in the **membership year** (if this is the case, **you** may be able to **claim** under the **covered part's** warranty);
6. The **vehicle** cannot be one of the following:
 - a. a motor caravan, kit car, motorcycle, quad, trike or **trailer**, an import (unless built for the UK market);
 - b. a **modified vehicle**;
7. Any costs due to:
 - a. design or manufacture faults where a contribution towards repairs or parts is, in full or in part, provided by the manufacturer;
 - b. failure of any parts due to the parts being incorrectly fitted parts; or
 - c. repairs or parts being required as a result of faults or damage caused by:
 - i. frost, freezing, corrosion, erosion, water, **you** or any third party (other than an **RAC patrol** or an **RAC contractor**) attempting to repair or start the **vehicle**;
8. Any costs required where the **breakdown** results from:
 - a. damage through insufficient or incorrect lubrication (including water, oil, brake fluid and grease);
 - b. parts that have seized and have not suffered a mechanical failure;
 - c. carbonisation of parts;
 - d. damage caused by overheating;
 - e. accidental damage or damage caused by foreign objects;
 - f. incorrect or contaminated fuel; or
 - g. routine adjustments, phasing and calibration, internal blockage of fuel systems by contamination and failure to meet current emission legislation;
9. Defects reported to **us**, or identified by the **approved garage network** that are not connected to the initial cause of **breakdown** covered under Section A1 or C;
10. Any costs if **we** conclude, acting reasonably, that the damage has been caused by **you** failing to take reasonable steps to prevent the damage (for example the **vehicle** being driven with a defective part); or
11. Costs recoverable under any warranty (including the manufacturer's warranty) or cover of insurance.

Important

The cost of replacing consumables (i.e. any items that are depleted or worn out by use such as oils, filters, bulbs and antifreeze) is only included when they are replaced as part of the replacement of a **covered part** covered under this Section J and their replacement is authorised by **us** in advance.

SECTION K: Legal Care Plus

Uninsured loss recovery

What is covered

We will cover the **legal costs** incurred by **you** and/ or **your** passengers in relation to **legal proceedings** in respect of a **legal claim** for **uninsured losses** sustained following an **accident** or a **road traffic accident** for which **you** and/ or **your** passengers were not at fault and which another party was at fault, in the **territory** or **Europe** during the **membership period**, as set out below.

Our legal claims handler will negotiate to recover **your** and **your** passengers' **uninsured losses** in relation to a **legal claim** which, in **our legal claims handler's** opinion, has a 51% or greater chance of success.

If **our legal claims handler** appoints a **legal representative** in relation to such **legal proceedings**, **we** will cover the costs of the **legal representative** up to £100,000 per **legal claim** for **uninsured losses** sustained by **you** or **your** passengers in the **territory** or **Europe**.

Travel costs

What is covered

We will cover **you** and/ or **your** passengers for the reasonable costs of travelling abroad for any necessary medical examination or court appearance relating to **legal proceedings**, up to a maximum of £1,000 per accepted **legal claim** for legal defence, **accident** or **road traffic accident**, where the motoring prosecution, **accident** or **road traffic accident** occurred in **Europe**.

Legal defence

What is covered

We will cover **you** for **legal costs** incurred by **you**, following receipt of a summons or citation, in **legal proceedings** to defend a criminal prosecution brought against **you** in a court of summary jurisdiction, equivalent to a magistrate's court in England and Wales, in respect of an event involving **your vehicle** that occurred in the **territory** or **Europe** during the **membership period**, up to a maximum of £25,000 per **legal claim**.

Motor vehicle consumer disputes

What is covered

We will cover a **member** (but not any **driver**) for **legal costs** incurred by that **member** in **legal proceedings** to pursue a **legal claim** for damages for breach of an agreement entered into by that **member** in the **territory** during the **membership period**:

- a) for the purchase, sale or hire of a motor vehicle; or
- b) in connection with the service or repair of a motor vehicle;

up to a maximum of £5,000 per **legal claim**.

Personal 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 0330 159 0275.

You have access to a telephone legal helpline which will provide you with initial legal advice on any personal legal matter 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:

1. Any legal advice in relation to:
 - a. any business or commercial matter, other than for Landlords with less than three residential properties;
 - b. immigration; or
 - c. judicial review.
2. Any additional legal advice where, in our opinion, we have already given you the options available to you.

What is not covered under Section K

1. We will not cover any **legal claim** which is covered under an RAC Travel Insurance policy;
2. We will not provide cover for appeals;
3. 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 K;
 - c. incurred in **legal proceedings** which are not in a court of summary jurisdiction (equivalent to a magistrate's court in England and Wales);
 - d. incurred in respect of **legal proceedings** if in our **legal claims handler's** expert opinion, there is not a 51% or greater chance of success or acquittal. Cover may be refused or discontinued if such prospects do not, or no longer, exist;
- e. incurred in respect of **legal proceedings** arising from alcohol, drugs or parking related offences;
- f. under the Motor vehicle consumer disputes Section, incurred in connection with an arbitration or where the amount in dispute is less than £250;
- g. 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** apart from any **legal claim** under the Motor vehicle consumer disputes Section; or
 - ii. a **road traffic accident** occurring during a race, rally or competition;
- h. 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;
- i. 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;
- j. for any expert witness unless previously agreed by our **legal claims handler**;
- k. 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**;
- l. 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**;
- m. 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 passengers' **legal claim** is not covered under this Section K; or
- n. for any event giving rise to a **claim** prior to or within the first 24 hours of the **lead member** joining or upgrading the **membership** to include this Section K; however this 24 hour exclusion period will not apply on renewal of a **membership** that includes this Section;

Conditions for Section K

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 and/or your** passengers 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 our **legal claims handler** 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 Section K will not be covered except as provided for under our complaints procedure. Any such disputes in respect of any **legal claim** under Section K 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** passenger's 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**.

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 the **membership** and **we** may cancel the **membership**:

1. The **lead member** must pay the premium for this **membership** and any applicable taxes by the due date set out in **your policy schedule** or the **membership** may be cancelled in accordance with the cancellation provisions under **Membership** cancellation. 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 (if **you** do not have the membership card with **you**) two other forms of proof of identity before **we** will provide any service to them under the **membership**. If a **member** or **driver** is unable to provide proof of identity, **we** may provide the requested service for an additional charge;
4. **Vehicle based membership** - all **vehicles** must be registered at **your home**;
5. Under **personal based membership** a **member** or under **vehicle based membership** a person that can legally 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**.
6. 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;
7. If **we** provide an onward transportation service for **you** and the 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, however any assistance animals must be transported with their owners;
8. **We** will attend a **breakdown** at **your** or the **driver's** request in good faith. By making a request for service under the terms of this **membership you** or the **driver** confirm that **you** or the **driver** and **your vehicle** comply with all legal requirements;
9. Maximum number of persons: The **vehicle** must not carry more persons than the number stated in the **vehicle's** Vehicle Registration Document or more than eight persons (including the driver), or 17 persons (including the driver) if the **vehicle** is a minibus. Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification and any child must occupy a properly fitted child seat.

Upon 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**. This means **we** may decline **your claim**.

Any repairs carried out by an **RAC patrol** or **RAC contractor** does not guarantee that the **vehicle** is in a legal and roadworthy condition. **You** must also tell

us if **you** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**. If **you** do not do so, **we** reserve the right to refuse to provide any service under this **membership** if required as a result of such a **breakdown**.

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. false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - c. omitting to tell **us** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under the **membership**;
 - d. providing false information in order to obtain a service that would not otherwise be covered under the **membership**;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by the **membership** attempting to obtain a service under this **membership**; or
 - f. 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 with 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.

If any **claim** is found to be fraudulent in any way the **membership** will be terminated with effect from the date of the fraudulent act and the fraudulent **claim** forfeited. **You** will not be entitled to a refund of any premium. **We** may also take any of the additional steps as set out 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**, however this 24 hour exclusion period will not apply on renewal of a **membership** that includes the Section of cover being **claimed** under. For Section A1, **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 the **membership**. For Sections E, H, I and J **we** will not cover any **claim** that occurs prior to or within the first 14 days of joining or upgrading **your membership**. See the exclusions in Sections E, H, I and J for more details;
2. Attendance following a **road traffic accident** in the **territory**. 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. Assistance in a medical emergency;
5. Any **vehicle** that is already at a garage or place of repair;
6. Servicing or assembly of a **vehicle**;
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 under Sections A1, B or C). **We** will only recover the **vehicle** to a garage within 10 miles of the **breakdown**. **We** 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;
8. **Vehicles** which have **broken down** on land to which **you** or **we** do not have permission to access;
9. **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 including participation in the Nürburgring. **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;
10. **Vehicles** being demonstrated or delivered under trade plates;
11. The recovery of any **caravan** or **trailer** in the **territory** 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;
12. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
13. 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, RAC patrol** or **RAC contractor**;
14. Any **vehicle** which is used for **business use**;
15. Transportation of any horses or livestock;
16. 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**;
17. Any costs:
 - a. incurred without **our** prior consent. All requests for service must be made directly to **us**;
 - i. 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;
 - ii. the cost of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for **you** to reach a garage to get the tyre replaced;
 - b. 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;
 - c. 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;

- d. relating to the keys to a **vehicle** being lost, stolen, broken, or locked in the **vehicle** unless **you** have cover under Key Replace. In the **territory** **we** may be able to arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. **We** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **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 broken unless **you** have cover under Key Replace. In the **territory** **we** may be able to arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. **We** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **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.
18. **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** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any claim **you** may have for death or personal injury);
19. **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;
20. 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; or

21. Any **claim** caused directly or indirectly by **you** being affected by intoxicating liquors or drugs.

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 the **membership** will be renewed and if so, any changes to the premium and the terms and conditions applicable to the **membership** for the next **membership period**.

If the **lead member** has authorised **us** to hold their payment account details on **our** database, **we** will automatically renew the **membership** and collect **your** premium. If the **lead member** does not wish **us** to automatically renew the **membership** or does not wish **us** to renew the **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**, or the **lead member** has not authorised **us** to hold his or her payment account details, **we** will not renew the **membership** and it will expire at the end of the current **membership period**. If **your** card details have changed, **we** may obtain updated card details from **your** card provider to enable **us** to continue to take payment from **you** with those new details and to continue to provide services to **you**. 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, if the **lead member** notifies **us** that he or she wishes to reinstate the **membership**.

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**.

We will continue the **membership** and collect **your** premium unless the **lead member** does not wish **us** to continue the **membership** or does not wish **us** to use this payment method, in which case the **lead member** 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 to automatically accept changes to the premium or other terms and conditions of 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 year**.

However, unless **we** notify **you** otherwise, provided the applicable premium is paid within 60 days of the **start date** of the new **membership year**, **we** will reinstate the **membership**, if the **lead member** notifies **us** that he or she wishes to reinstate the **membership**.

Membership cancellation

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 their **policy schedule**, whichever happens later. The **membership** will be cancelled with immediate effect. **We** will refund **your** premium in full unless **you** have made a **claim** within this period. If a **claim** has been made during this period no refund will be given. If upgrading the **membership** at any time following the end of the initial 14 day cooling off period no refund is payable if the **membership** is later downgraded or cancelled.

If, after the 14 day cooling off period, the **lead member** upgrades the **membership** at any time to include optional cover under Sections B to K that were not already included at the commencement of the **membership**, no further cooling off period will apply to this additional cover.

See also the exclusions in Sections E, H, I and J which include limits on **claims** made during the first 14 days of the **lead member** joining or upgrading **membership** or changing a **vehicle**.

Cancellations must be made by contacting **us** 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 the **lead member's** custom in the future.

The lead member's right to cancel a continuous membership

At any time after the 14 day cooling off period referred to above, the **lead member** is entitled to cancel the **membership** or remove any Section of cover under the **membership** upon giving **us** not less than 30 days' notice. Cancellations must be made by contacting **us** at the address set out under How to contact us. The **membership** will be cancelled or Section of cover removed with effect from the next payment date following expiry of the 30 day notice period. There will be no refund of premium.

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 the **lead member's** custom in the future.

Changes to your details

The **lead member** must notify **us** immediately if he or she wants to amend any details relating to the **membership** including any change to the **home** address and any change to any **member** or **vehicle** to be covered under the **membership**. **We** can be contacted on the phone number or at the address set out under 'How to contact us'.

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

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 **us** 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**.

All communications from **us** or **our** representatives shall be deemed duly sent if sent to the **lead member's** last known address.

Upgrading the membership

The **lead member** can upgrade the **membership** at any time to include optional cover under Sections B to K that are not already included under the **membership** by contacting **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 date detailed on **your revised policy schedule**. This means **you** will not be able to benefit from the cover until the 24 hour period has expired. For Sections E, H, I and J **we** will not cover any **claim** that occurs prior to the first 14 days of upgrading **your membership** or changing a **vehicle**.

We will provide the **lead member** with a revised **policy schedule** setting out the Sections of cover applicable to the **membership** and the date from which the optional cover has commenced.

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 to:

1. respond proportionately to comply with any applicable laws, regulations or the advice or instruction of any regulatory body;
2. reflect new industry guidance and codes of practice which increase the standards required for consumer protection; and/or
3. 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 any **member** or **driver**, the **lead member** may cancel the **membership** immediately by contacting **us**. 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

General enquiries

For general enquiries about the **membership**, including changes to the cover under the **membership** and renewals (in respect of a 12 or 24 month **membership**) or reviews (in respect of a **continuous membership**) please contact **us** as follows:

1. Call **us** on:
0330 159 0360 (Mon to Fri 7.00am to 10.00pm, Saturday 8.00am to 8.00pm, Sunday 9.00am to 7.00pm and Bank Holidays 9.00am to 5.00pm); 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 0330 159 0360 for a large font or Braille version.

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 the **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, A2, B, C, D, E, F, G, H, I, and J:

1. Call **our** customer service number on:
0330 159 0360; or
2. Write to **us** at:
Breakdown Customer Care (See general address below); or
3. Email **us** at:
breakdowncustomer@rac.co.uk

If **you** are dissatisfied with any aspect of **our** services under Accident Care, Motoring Legal Helpline or Legal Care Plus (Section K):

1. Call: 0330 159 0610; or
2. Write to **us** at:
RAC Legal Customer Care
(See general address below); or
3. Email **us** at: legalcustomer@rac.co.uk

Please send all written correspondence for the attention of the relevant team to:

RAC
Great Park Road
Bradley Stoke
Bristol
BS32 4QN.

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.

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**.

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

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

Legal Ombudsman Service/Claims Management Regulator

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, and **your** complaint relates to **our** Accident Care service, advice provided under the Motoring Legal Helpline or advice and assistance received under Legal Care Plus (section K), **you** may be able to refer **your** complaint to the Legal Ombudsman Service if it relates to the service **you've** received, or the Claims Management Regulator if it relates to conduct.

Claims Management Regulation Unit
57-60 High Street
Burton upon Trent
Staffordshire
DE14 1JS
Telephone: 0333 200 0110
Email: contactus@claimsregulation.gov.uk

The Legal Ombudsman Service
PO Box 6806
Wolverhampton
WV1 9WJ
Telephone: 0300 555 0333
Email: enquiries@legallombudsman.org.uk

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Sections D, E, F, G, H, I, J and K) 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 companies¹. 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 **our** registered address.

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:

Freeport RTLA-HZHB-CESE
RAC Motoring Services
Customer Services Department
PO Box 586
Bristol
BS34 9GB

European Breakdown Cover Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Who to contact

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 policy**.

Broken down or had an accident in Europe

Calling from Europe	0033 472 4352 44*
Calling from a French Landline (freephone)	0800 94 20 44
Calling from the Republic of Ireland (ROI)	1 800 535 005

Broken down or had an accident in the UK

Local Rate (from a mobile)	0333 2000 999
Freephone (from a landline)	0800 82 82 82

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**.

To request a claim form (from the UK)	0330 1590 334
To request a claim form (from Europe)	0044 161 332 1040*

Email: europaclaims@rac.co.uk

Vehicle repatriation in Europe

For claims and repatriation queries	0330 1590 342
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Open 8am-12pm/1pm-4pm, Monday to Friday.

European Legal Care claims

In the event of a road traffic accident	0333 2022 980
For all other claims	0333 2022 981

*Please replace the 00 at the beginning with 810 when in Belarus or Russia

Checklist

Certain information is required if **you** call for assistance:

1. **Your** name
2. **Your RAC** European Breakdown Cover policy number
3. The **vehicle** registration number
4. The make and model of the **vehicle**
5. **Your** exact location
6. The number of the phone **you** are using
7. **Your** credit card (in case **you** need to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from **RAC**)

Breakdown or road traffic accident on a motorway in Europe

Motorways in France are privately managed, so if **you break down** or are in a **road traffic accident** on a French motorway or motorway service area, **you** must use the roadside emergency telephones as **we** cannot send out 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 an authorised tariff is normally applied. **We** will cover these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other countries, so **we** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **us**.

Telephone charges

In the UK Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and included in inclusive minute plans from landlines and mobiles. Calls may be monitored and/or recorded.

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

Please note European Breakdown Cover does not cover the cost of making or receiving telephone calls.

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Policy summary

This is a summary of the cover provided under RAC European Breakdown Cover. It contains important information that you should read. It does not contain the full terms and conditions for RAC European Breakdown Cover, which are contained in the remainder of this booklet.

Type of insurance and cover

This policy covers you in the event that your vehicle breaks down or is in a road traffic accident whilst you are using the vehicle on a journey from the UK, Jersey, Guernsey or the Isle of Man (the territory) to the European countries for which you have cover (the journey must start and end at your home address).

The European countries in which you have cover are set out on your policy schedule or on page 11 of this booklet. Your policy may also provide cover in the event that a caravan or trailer attached to your vehicle breaks down or is in a road traffic accident. Your policy schedule will say if this is the case.

Types of cover

There are two types of cover available for RAC European Breakdown Cover: personal based and vehicle based. The cover type chosen by you is shown on your policy schedule.

Limits of cover

The policy is subject to a maximum number of claims or call outs as set out on your policy schedule, dependant on the level of cover you have chosen.

If you have an annual policy, your cover for each journey is limited to a maximum of 90 days. If you have single trip cover, your cover is for the journey during the dates on your policy schedule only. Territorial zones will apply depending on the cover chosen by you, please refer to page 11 or your policy schedule.

Who provides RAC European Breakdown Cover

RAC European Breakdown Cover is underwritten by RAC Insurance Limited.

Duration of RAC European Breakdown Cover

Your European Breakdown Cover is for a period of:

1. 12 months under an annual policy; or
2. Up to 364 days under a single trip policy

The duration of cover you have chosen is set out on your policy schedule.

Policy cancellation

1. If your period of cover is less than 30 days, you are not entitled to a refund of your premium unless you contact us to cancel your policy prior to the start date.
2. If your period of cover is for more than 30 days, you are entitled to cancel the policy within the first 14 days following the start date of your policy or when you receive these terms and conditions with your policy schedule, whichever happens later:
 - a) If no claim has been made, a full refund will be given.
 - b) If a claim has been made, no refund will be given.

For cancellations that are made after 14 days, no refunds will be given.

Cancellations can be made by contacting us on the phone number or address under 'Cancellation of policy' on page 24.

Complaints

If you would like to complain about any aspect of the service under the policy, please do so using the following details:

Breakdown Services under Sections 1-14

- Call our customer service number on: 0330 159 0360

Write to:

- Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN; or

- Email: breakdowncustomercare@rac.co.uk

If your complaint relates to European Legal Care Section 15, please contact our Legal customer care team:

- Call: 0333 2022 981
- Email: legalcustomercare@rac.co.uk

Or write to us at the above address.

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.

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

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.

Summary of cover

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

The claims limits for each Section are dependent on the level of cover chosen by you, please refer to page 10 and your policy schedule.

Vehicles, caravans and trailers must comply with the maximum weight, length, width and height restrictions (see page 9).

Section of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section 1: Roadside assistance in the territory	Repair at the roadside or tow to a local repairer if the vehicle breaks down in the territory within the timescales shown on your policy schedule of your planned departure date.	We do not cover: Any breakdown within ¼ mile of your home address. The cost of any parts
Section 2: Journey continuation in the territory	If we attend a breakdown under Section 1 and we cannot repair the vehicle by your planned departure date, we will arrange and pay (up to the amount shown on your policy schedule) for a replacement car to continue your journey.	Age and licence restrictions will apply.
Section 3: Missed Connection	If we attend a breakdown under Section 1 or Section 4, the additional costs towards a replacement standard ticket if you miss your pre-booked connection.	We do not cover: Any costs if you are involved in a road traffic accident.
Section 4: Roadside assistance in Europe	Attendance at the roadside or tow to the nearest available repairer if the vehicle breaks down or is involved in a road traffic accident in Europe. We will contribute (up to the amount shown on your policy schedule) towards labour charges if the vehicle can be repaired within the timescale shown on your policy schedule.	We do not cover: The cost of any parts Any labour costs if the vehicle was in a road traffic accident.
Section 5: Onward Travel in Europe	If the vehicle cannot be repaired within 6 hours of the breakdown, we will arrange and pay (up to the amount shown on your policy schedule) for: i. a replacement hire car; ii. standard class rail or air travel; iii. local taxi fares authorised by us; and/or iv. Additional accommodation expenses.	Cover ends once you are notified that your vehicle: Has been repaired; will be repatriated; or the vehicle repair will cost more than the vehicle's market value. Age and licence restrictions will apply.
Section 6: Replacement parts dispatch	If the vehicle requires replacement parts as a result of the breakdown we will arrange for replacement parts to be dispatched to you.	We do not cover the cost of any parts.
Section 7: Replacement driver	Replacement driver to continue the journey or take you home if the only qualified driver in the party is medically unfit to drive.	We do not cover: Any pre-existing medical conditions that may prevent the driver from driving. Costs if you are unable to provide us with a written letter from the treating medical expert.

Section 8: Vehicle break-in emergency repairs	The cost (up to the amount shown on your policy schedule) of immediate emergency repairs to the damage caused by forcible or attempted forcible entry of the vehicle.	We do not cover: Costs if you do not report the matter to the police before contacting us. The cost of parts.
Section 9: Vehicle repatriation	The cost up to the amount shown on your policy schedule to repatriate the vehicle to the territory if we cannot repair the vehicle by the time you plan to go home and your vehicle is not roadworthy or, where you have Comprehensive Plus cover, the repairs will cost more than £500.	We do not cover: Any costs relating to a road traffic accident unless authorised by your Motor Insurance provider. The cost of repatriation if we determine that the repair will cost more than the vehicle's market value.
Section 10: Passenger repatriation	Repatriation back home if your vehicle is repatriated (under Section 9) or the vehicle repair will cost more than the vehicle's market value.	We do not cover costs above the limits shown in Section 5 (Onward Travel in Europe) Age and licence restrictions will apply for hire car.
Section 11: Collection of vehicle left in Europe for repair	Where the vehicle will remain in Europe for repairs we will cover transportation and accommodation costs for one person to return to Europe to collect the vehicle.	We do not cover fuel costs or travel insurance.
Section 12: Accidental damage to or loss of tent	Contribution towards accommodation or up to 3 days or a replacement tent up to £250, if your tent is accidentally damaged so it is unusable, or it is stolen.	We will not cover costs if your tent is stolen and you do not report the matter to the police before contacting us.
Section 13: Customs duty indemnity	Where the vehicle repair will cost more than the vehicle's market value and has to be disposed of in Europe, we will cover the cost of import duty.	We do not cover any costs following a road traffic accident.
Section 14: UK Hire car whilst awaiting repatriation	Contribution towards a hire car (up to the limit shown on your policy schedule) in the territory while you wait for your vehicle to be repatriated.	Age and licence restrictions will apply.
Section 15: European legal care	If you have our Legal Care or Legal Care Plus product as well as this European Breakdown Cover, you can only claim under one of those Sections.	
	Uninsured loss recovery. Up to £100,000 for legal costs to recover uninsured losses from a road traffic accident during the period of cover in the UK or Europe that wasn't your fault.	We must appoint a claims handler The claim must have 51% or greater chance of succeeding We won't cover appeals
	Travel costs: If your accident was in Europe and you need to return for a court hearing or medical exam, we'll cover your travel costs up to £1000.	
	Legal Defence: If you're taken to court for a criminal motoring offence in the UK or Europe, we'll appoint a representative and pay your legal costs (up to £25,000) to defend this.	We will not cover: parking, alcohol or drug related offences claims not reported to our legal helpline first The claim must have 51% or greater chance of succeeding

Your terms and conditions

Policy types and policy period

There are 3 levels of cover available under this **policy**: Standard, Comprehensive, and Comprehensive Plus. All levels of cover can be for a single trip or annual **policy**. The type of cover and the **period of cover** under your European Breakdown Cover are set out on your **policy schedule**. The premium for your European Breakdown Cover will be due in full in advance.

Types of cover

There are two types of cover available for RAC European Breakdown cover: **personal based cover** and **vehicle based cover**. The cover type chosen by you is shown on your **policy schedule**.

For each cover each **driver** must comply with the terms and conditions under this **policy**.

Any failure of a **driver** to do so may impact on their rights and the rights of any other **driver** under this **policy**, including whether any **driver** can make a **claim**. You should ensure that each **driver** is made aware of this as well as the level of cover under this **policy**.

If you would like to change the **vehicle(s)** or **drivers** covered under this **policy** please see How to contact us.

Personal Based Cover (only available for existing RAC UK Breakdown Members)

If you have **personal based cover** (as set out on your **policy schedule**), this **policy** will cover:

- You and up to 4 **drivers** who live at your **home** and notified to us when you purchased your **policy**. Your **policy schedule** sets out who is covered under this **policy**.
- **Personal based cover** covers you and the **drivers** when they are a **driver** or passenger in a **vehicle**.

Vehicle Based Cover

If you have **vehicle based cover**, this **policy** will cover the **vehicle(s)** that are registered to your **home** address and notified to us when you purchased your cover. Your **policy schedule** sets out the **vehicle(s)** that are covered under this **policy**.

Limits of cover

Your cover under European Breakdown Cover is subject to limits on the number of **claims** you or a **driver** can make and the level of cover depending on whether you have a single trip or annual **policy** and whether you have Standard, Comprehensive or Comprehensive Plus cover (as shown on your **policy schedule**) as follows:

1. If you have chosen an annual **policy**, your cover is subject to a maximum number of **claims** under this **policy** during the **period of cover** and the number of **claims** that can be made in one **journey**. Please refer to your **policy schedule** which set out these limits.
2. Limits of cover apply for certain types of **claims** and for certain Sections of cover. The claim limits that apply to your cover will depend on whether you have chosen Standard, Comprehensive or Comprehensive Plus cover. Please refer to your **policy schedule** or the tables on page 10 and 11 which sets out which Sections, benefit limits and territorial zones apply to each type of cover.
3. If you have chosen an annual **policy**, you will have cover for unlimited **journeys** during the **period of cover**, but each **journey** is limited to a maximum of 90 days.
4. If you have chosen a single trip **policy**, you will have cover for one **journey** during the dates you have chosen and paid for when setting up the **policy** (as set out on your **policy schedule**).

One **claim/call out** will be any request for service or **claim** under any Section of the **policy**. For the purposes of calculating these cover limits we will treat any related **claims** arising out of the same **breakdown** or **road traffic accident** as one **claim**. If the number of **call outs/claims** set out on your **policy schedule** is exceeded, we will not provide any further service under the **policy** during the **period of cover**, however we may be able to provide assistance for an additional charge.

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 personal accident, excluding a **road traffic accident**, occurring during the **period of cover** for which **you** or a **driver** were not at fault and for which another person was at fault;

“beyond commercial economical repair”

means where the total cost required to repair the **vehicle**, including any taxes, is greater than the **UK market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident** 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** or **road traffic accident** has occurred;

“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. Illumination of a **vehicle’s** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** or a **driver** will need to make **your** own way to a place of repair and any breakdown cover under this **policy** will not apply;

“claim”/“call out”

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

“driver”

means any driver of a **vehicle** under a **vehicle based cover** or if you have **personal based cover**, each member of the household named on **your policy schedule**;

“emergency service”

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

“Europe”

means the countries within the territorial zone that applies to **your policy** as set out in **your policy schedule** and the table on page 11;

“home”

means the address in the **territory** where **you** live permanently, as shown on **your policy schedule**;

“journey”

means a holiday or trip in a **vehicle** to **Europe** which begins on departure from the **home** and ends on return to the **home** during the **period of cover**;

“legal claim”

means an incident which **our legal claims handlers** or **our** appointed **legal representative** accept as falling within the terms of Section 15 and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made under that Section;

“legal claims handler”

means RAC Legal Services, part of RAC Motoring Services, or a representative appointed by **us**;

“legal costs”

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**;

“legal proceedings”

means the pursuit of a **legal claim** for **your** and/or **your** passengers’ **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** or **Europe**, or the defence of a motoring prosecution within a court of criminal jurisdiction in the **territory** or **Europe**;

“legal representative”

means the solicitors or other qualified experts appointed by **our legal claims handler** to act for **you** and/or **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**;

“market value”

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

“party”

means the total number of persons (including **you**) travelling with **you** or a **driver** for the whole duration of **your journey** up to the maximum set out on **your policy schedule**;

“period of cover”

means the period for which **you** have cover under this **policy**, as shown on **your policy schedule**;

“personal based cover”

means a **policy** providing benefits attached to the **drivers** named on **your policy schedule**;

“policy”

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

“policy schedule”

means the document containing important details about the **policy** including the **start date** and **period of cover**, which must be read in conjunction with these terms and conditions;

“RAC”/“we”/“us”/“our”

means RAC Insurance Limited and its authorised agents;

“RAC contractor”

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

“RAC patrol”

means a technician employed by **RAC**;

“road traffic accident”

1. For the purposes of Section 15, means a traffic accident involving a **vehicle** and at least one other motor vehicle occurring during the **period of cover** 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 **you** and/or **your passengers** were not at fault and for which another party was at fault; and
2. For the purposes of all other Sections of this **policy**, means a traffic accident involving a **vehicle** within the **territory** or **Europe** that immobilises the **vehicle**;

“service provider”

means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in **Europe**;

“specialist equipment”

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

“start date”

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

“territory”

means England, Scotland, Wales, Northern Ireland Jersey, Guernsey and the Isle of Man;

“uninsured losses”

means losses directly arising out of a **road traffic accident** or, for Section 15 only, bodily injury due to an **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;

“vehicle”

means any UK registered vehicle set out on **your policy schedule** or (if **you** have towing cover, as set out on **your policy schedule**) any caravan or trailer attached to it, as long as the vehicle, caravan or trailer (as applicable) complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3 metres (9ft 10in)

Motorcycles under 121cc and mobility scooters are not vehicles covered under the **policy**;

“vehicle based cover”

means a policy providing benefits to **drivers** of the **vehicles** shown on **your policy schedule**;

“you”/“your”

means the policy holder named on the **policy schedule** and who is deemed to be acting on behalf of all members of the **party**.

Levels of cover

	Standard	Comprehensive	Comprehensive Plus
Limits of cover	Up to 3 claims during your period of cover, limited to 1 claim per journey	Up to 3 claims during your period of cover, limited to 1 claim per journey	Unlimited claims per journey
Zones	1 & 2	1, 2 & 3	1, 2 & 3
Section 1 - Roadside assistance in the territory	X	Up to £300 48 hours prior to departure date	Unlimited 7 days prior to departure date
Section 2 - Journey continuation in the territory	X	Daily limit: £125 Claims limit: £750 48 hours prior to departure date	Daily limit: £125 Claims limit: £3,000 7 days prior to departure date
Section 3 - Missed Connection	X	1 claim up to £500 per claim	3 claims up to £500 per claim
Section 4 - Roadside assistance in Europe	Up to £1,250 (including £150 garage labour if repairs can be completed on the same day)	Unlimited (including £150 garage labour if repairs can be completed on the same day)	Unlimited (including £1,000 garage labour if repairs can be completed within 7 working hours)
Section 5 - Onward Travel in Europe	Additional transport limit: up to £40 per day up to a maximum of £400 Additional accommodation expenses: up to £40 per day up to a maximum of £400	Additional transport limit: up to £125 per day up to a maximum of £1,500 Additional accommodation expenses: up to £50 per person, per day up to a maximum of £500	Additional transport limit: up to £125 per day up to a maximum of £3,000 Additional accommodation expenses: up to £100 per person, per day up to a maximum of £1,200 Breakfast included
Section 6 - Replacement parts dispatch	✓	✓	✓
Section 7 - Replacement driver	X	Unlimited	Unlimited
Section 8 - Vehicle break in emergency repairs	X	Up to £180	Up to £300
Section 9 - Vehicle repatriation	Up to £500	Up to market value of your vehicle	Unlimited
Section 10 - Passenger repatriation	Within Onward Travel in Europe - additional transport limit	Within Onward Travel in Europe - additional transport limit	Within Onward Travel in Europe - additional transport limit
Section 11 - Collection of vehicle left in Europe for repair	Up to £500	Unlimited	Unlimited
Section 12 - Accidental damage or loss of tent	Accidental damage: up to £35 per person up to 3 days Replacement tent: up to £250	Accidental damage: up to £35 per person up to 3 days Replacement tent: up to £250	Accidental damage: up to £35 per person up to 3 days Replacement tent: up to £250
Section 13 - Customs duty indemnity	X	✓	✓
Section 14 - UK hire car whilst awaiting repatriation	X	Up to £40 per day for 3 consecutive days	Up to £120 per day for 7 consecutive days
Section 15 - European legal care	✓	✓	✓

Territorial zones

Zone 1	Zone 2	Zone 3
All cover levels	All cover levels	Comprehensive & Comprehensive Plus
Andorra	Austria	Albania
Belgium	Denmark	Armenia
France	Finland	Azerbaijan
Germany	Gibraltar	Belarus
Luxembourg	Italy	Bosnia Herzegovina
Monaco	Liechtenstein	Bulgaria
Netherlands	Norway	Croatia
Republic of Ireland	Portugal	Cyprus (South)
	San Marino	Czech Republic
	Spain (excluding Ceuta and Melilla)	Estonia
	Sweden	Georgia
	Switzerland	Greece
	Vatican City	Hungary
		Latvia
		Lithuania
		Macedonia
		Malta
		Moldova
		Montenegro
		Poland
		Romania
		Russian Mainland (west of the Urals)
		Serbia
		Slovakian Republic
		Slovenia
		Turkey in Europe plus Uskadar
		Ukraine

Please note: overseas territories outside of Europe are not covered.

Important information about your cover

Required items

To ensure **RAC** can provide the services contained within this **policy**, please make sure that **you** or a **driver** carry the following original documents when on a **journey**.

If **you** or a **driver** do not have these documents, **we** may not be able to provide assistance:

1. Credit card (required if **you** or a **driver** need to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from **RAC**).
2. Full UK Driving licence (photocard) and National Insurance number.
3. **Your policy schedule**.
4. Vehicle registration document (V5/V5C) or Vehicle on Hire Certificate (VE103) and letter of authority to use the **vehicle** on the **journey**.

Important hire car information

We cannot guarantee that **we** will be able to arrange a hire car equivalent to **your vehicle**. If **you** or a **driver** are travelling in an MPV 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. Car hire arranged under **your policy** will be subject to the normal conditions of the hiring company. **We** use reputable car hire companies with market standard terms and conditions. The **driver** must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). **You** or the **driver** must comply with the usual terms and conditions of the hire company and present **your** full UK driving licence, National Insurance number and any other information requested.

You or a **driver** will need to collect a replacement vehicle from the nearest available place of supply. If this is the case, **we** will provide transportation to the place of supply subject to these terms and conditions.

If **you** leave a hire car at a different location to the one arranged by **RAC**, **you** must pay the hire car company any additional charges which may be made and any additional cost relating to the rental.

Collision Damage Waiver (CDW). Please note that many car hire companies across **Europe** charge a damage excess which is not covered by the CDW. This means that if the car is damaged during the hire period **you** could be liable for the first portion of the cost, which is likely to be over £150, and have **your** credit card charged. In some cases the amount could be much higher and varies according to the hire company, category of hire car and location. The CDW covers the amount above the excess.

Most hire car companies will not permit their vehicle to cross certain national borders. It may be necessary to arrange multiple hires or additional transport in order to complete **your journey** within **your policy** limit. A second car hire will be arranged for the **territory** part of **your journey**. **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 minibuses or vans.

While **we** use a range of reputable car hire companies, **we** cannot guarantee that a replacement vehicle will be immediately available or in time to connect with any prebooked ferry, train or other transport. If this is the case, **we** will provide **you** with a replacement vehicle as soon as possible (if a replacement vehicle is still required). A car hired abroad must not be brought into the **territory**. Continental hire cars must be returned to the nearest appropriate hire car agency before boarding **your** ferry. Passengers may be required to travel as foot passengers to the **territory** where **you** will collect any necessary onward transportation.

Caravans and trailers

We do **our** best to find solutions to motoring problems, but **we** regret that, if the **vehicle** that has **broken down** or been in a **road traffic accident** is a caravan or trailer, **we** cannot arrange a replacement caravan or trailer. **We** cannot guarantee hire vehicles with tow bars so, if the **vehicle** that has **broken down** or been in a **road traffic accident** is towing a caravan or trailer, **you** may need to leave the caravan or trailer with the **vehicle** while it is being repaired and it may become necessary to repatriate the caravan or trailer together with the **vehicle**, if the **vehicle** cannot be repaired abroad by **your** planned return date.

Important:

Please note **we** will only attend a **breakdown** for a caravan or trailer if the caravan or trailer is attached to the towing **vehicle** at the point the **breakdown** occurred.

Motor insurance and vehicle warranty

Cover under this **policy** 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 the **vehicle** (including damage caused by fire) or theft of the **vehicle**. **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.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to the conditions in that country at the time of **your journey**. For example strike action may delay or prevent **our** service under this **policy**. If this is the case, **we** will not be liable for any losses that **you** may suffer as a result of the disruption or unavailability of **our** services. To obtain current information on conditions in the countries **you** are travelling to, please refer to the

Foreign and Commonwealth office website at:
<https://www.gov.uk/government/organisations/foreign-commonwealth-office> or
email: TravelAdvicePublicEnquiries@fco.gov.uk

Service providers

The **service providers** that provide service or assistance under this **policy** including recovery or repairs carried out by a local repairer are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of **service providers**.

The sections of European breakdown cover

In the event that the **vehicle** has **broken down** or has been in a **road traffic accident**, the **RAC patrol**, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm the timescales for repair or whether the **vehicle** requires repatriation or is **beyond commercial economical repair**.

Your request for **breakdown** or **road traffic accident** assistance will act as authorisation for **us** to arrange the fault diagnosis and determine the best course of action based upon **our** technical expertise in these situations. **We** will then discuss the preliminary fault diagnosis

with **you** and determine which other benefits may be available to **you** under this **policy** as a result of **your claim**. For example, if the repairs cannot be completed within 6 hours, **we** will discuss whether **you** would like **us** to arrange transport for **you** to continue **your journey** to **your** destination or arrange accommodation while **you** wait for the repair to be completed (under Section 5). These alternatives will be discussed with **you** at the outset so that the best course of action can be agreed. **We** will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, **we** will discuss this with **you** and determine if the benefits provided under this **policy** should change as a result.

If **your vehicle** cannot be repaired by **your** original planned return date to the **territory**, and it is agreed to repatriate the **vehicle**, **you** and **your party**, all other cover under this **policy** will cease with the exception of Section 10. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle**, **you** and **your party**. **We** will pay the **RAC patrol**, **RAC contractor** or **service provider's** fees to carry out the preliminary fault diagnosis of the **vehicle**.

Your cover

Please refer to **your policy schedule** which sets out **your** chosen level of cover, the benefit levels applicable to each Section and territorial zone in which **you** will receive cover. **You** will not necessarily have all the following Sections of cover as part of **your policy** and the cover under the Sections may be subject to claim limits. Please refer to **your policy schedule** which provides **you** with details of which Sections, benefit levels and territorial zones apply to each cover level.

SECTION 1: Roadside assistance in the territory

Please refer to **your policy schedule** which sets out whether **your policy** includes cover for Roadside assistance in the **territory**, the claim limits and the number of **claims you** can make per **journey** under this Section.

What is covered

If a **vehicle** has **broken down** in the **territory** prior to **your** planned departure date (within the timescales set out on **your policy schedule**) **we** will arrange and pay for an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle** at the roadside; or
2. If **we** are unable to permanently repair the **vehicle** at the roadside (within a reasonable time), **we** will decide either to:
 - a) provide a temporary repair to the **vehicle** at the roadside; or
 - b) transport the **broken down vehicle** to a local repairer or back to **your home**.
3. **We** will also relay urgent messages to **your** immediate relatives or close business associates.

What is not covered

1. A **breakdown** that occurs within a quarter of a mile from **your home**;
2. Roadside assistance under this **policy** if **you** have **RAC UK Breakdown Cover**. Roadside assistance will be provided under **your RAC UK Breakdown Cover**;
3. Recovery and repair costs, including labour charges, if the **vehicle** was in a **road traffic accident**;
4. All costs if, in **our** reasonable opinion, the **vehicle** is **beyond commercial economical repair**;
5. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the **vehicle**, nor render it unsafe to drive;
6. The cost of any parts required by **us** to repair the **vehicle**;
7. Recovery and repair costs not directly necessary to enable the **vehicle** to continue the **journey**;
8. 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 local repairer. **We** may be able to repair the **vehicle** and/or arrange recovery of the **vehicle** to another location for an

additional charge and any further benefits under this **policy** will not be provided; or

9. Cost of relaying any urgent message not arranged through **us**.

Important

If the **vehicle** is being towed to a local repairer, **we** are unable to guarantee that the repair will be made immediately or outside opening hours.

We will assist **you** in arranging the repairs to the **vehicle**; however **you** will be responsible for paying for the repairs and ensuring they are carried out to **your** satisfaction.

SECTION 2: Journey continuation in the territory

Please refer to **your policy schedule** which sets out whether **your policy** includes cover for Journey continuation in the **territory**, the claim limits and the number of **claims you** can make per **journey** under this Section.

What is covered

If a **vehicle** has **broken down** in the **territory** prior to **your** planned departure date (within the timescales set out on **your policy schedule**) and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section 1, **we** are unable to repair the **vehicle** in accordance with Section 1, once **we** have decided that **we** cannot get the **vehicle** repaired locally before **your** planned departure date, **we** will arrange and pay for the cost of a replacement car (including collision damage waiver) to enable **you** to continue **your journey**.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the replacement vehicle;
3. A hire car is not available after a **road traffic accident**; or
4. Any replacement car hire arranged by **us** where **you** cannot 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.

SECTION 3: Missed connection

Please refer to **your policy schedule** which sets out whether **your policy** includes cover for Missed connection, the claim limit and the number of **claims you** can make per **journey** under this Section.

What is covered

If a **vehicle** has **broken down** in the **territory** or in **Europe** during the **period of cover** and following an **RAC patrol**, an **RAC contractor** or **service provider** attending the **breakdown** under Section 1 (in the **territory**) or Section 4 (in **Europe**), **you** miss **your** pre booked connection, **we** will cover:

Additional costs towards a replacement standard ticket subject to availability to allow you and your party to continue your planned journey.

You will need to purchase the replacement ticket and pay these costs yourself and claim them back from us by completing a claim form [see condition 5 on page 22]. You will need to provide us with your original travel ticket and proof of purchase of the replacement ticket to allow us to assess your claim.

What is not covered

The cost of:

- a) replacement tickets where the delay was not as a direct result of a **breakdown**;
- b) replacement tickets if the connection did not include the **vehicle**;
- c) transport to a destination outside of the territorial zones as set out on page 11; or
- d) the original travel ticket.

We cannot guarantee that a replacement ticket will be available either on the same day as your planned connection or within your trip dates.

SECTION 4: Roadside assistance in Europe

Please refer to your policy schedule which sets out the claim limit under this Section.

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** we will arrange and pay for a **service provider** to either:

1. Repair the **vehicle** at the roadside; or
2. If they are unable to permanently repair the **vehicle** at the roadside, **we** together with the **service provider** will decide to either:
 - a) arrange for a temporary repair to the **vehicle** at the roadside; or
 - b) arrange transportation of the **vehicle** to a local repairer; and
 - c) **we** will contribute up to the amount shown on your **policy schedule** towards the local repairer's labour charges for repairing the **vehicle** if the repairs can be completed within the timescales shown on your **policy schedule**.
3. **We** will also relay urgent messages to your immediate relatives or close business associates.

What is not covered

1. Repair costs, including labour charges, if the **vehicle** was in a **road traffic accident**;
2. If the **vehicle** cannot be driven due to a **road traffic accident** in **Europe**, any damage which you are entitled to have repaired by your motor insurers must be reported to them immediately. Your insurers must decide whether to authorise **vehicle** repairs abroad or have the **vehicle** repatriated. **We** cannot repair the **vehicle**;
3. Repair costs if, in our reasonable opinion, the **vehicle** is **beyond commercial economical repair**;

4. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the **vehicle**, nor render it unsafe to drive;
5. The cost of any parts required to repair the **vehicle**;
6. Repair costs not directly necessary to enable the **vehicle** to continue the **journey**;
7. If the **vehicle** suffers a **breakdown** as a result of mis-fuelling **we** will not repair the **vehicle** (including not draining or removing the fuel). **We** will only recover the **vehicle** to a local repairer. **We** may be able to repair the **vehicle** and/or arrange recovery of the **vehicle** to another location for an additional charge. Any further service under this **policy** will not be provided for this claim; or
8. The cost of relaying any urgent message not arranged through us.

Important

See page 2 for information on what you should do if you **break down** or have a **road traffic accident** on a motorway in **Europe**.

If the **vehicle** is being towed to a local repairer, **we** are unable to guarantee that the repair will be made immediately or outside opening hours.

We will assist you in arranging the repairs to the **vehicle**; however you will be responsible for paying for the repairs and ensuring they are carried out to your satisfaction.

SECTION 5: Onward travel in Europe

Please refer to your **policy schedule** which sets out the claims limit under this Section.

What is covered

If the **vehicle** has **broken down** or been involved in a **road traffic accident** in **Europe** during a **journey** and following a **service provider** attending in accordance with Section 4, the **vehicle** cannot be repaired within 6 hours of the **breakdown** or **road traffic accident**, **we** will arrange and pay (up to the claim limits shown on your **policy schedule**) for you and your party to continue your **journey** by any one or a combination of:

1. A replacement hire car (including collision damage waiver);
2. Second/standard class rail or air travel;
3. Local taxi fares authorised by us in advance; and/or
4. Additional accommodation expenses.

Cover under this Section will stop once:

- a) Your **vehicle** has been repaired to a roadworthy condition;
- b) If your **vehicle** is to be repatriated by us or your motor insurer; or
- c) If your **vehicle** is deemed by us to be **beyond commercial economical repair**.

Once you are notified that this is the case, you must return the hire car to the place of collection of the hire car within 24 hours or you can choose to keep the hire

car for longer than 24 hours to continue **your** intended **journey**, however all additional hire car costs are payable by **you** and will be charged to **your** credit card.

What is not covered

1. The excess payable under any insurance for the replacement vehicle;
2. The cost of any replacement vehicle after 24 hours (or such other time agreed with **us**) or accommodation expenses after **you** have been notified that the **vehicle** has been repaired or is to be repatriated or is **beyond commercial economical repair** unless agreed with **us**;
3. The cost of:
 - a) fuel and oil;
 - b) personal insurance;
 - c) first class rail and air fares;
 - d) any meals unless **you** have the Comprehensive Plus level of cover; or
 - e) other extra costs and expenses.
4. Any accommodation costs if **you** have alternative accommodation available for use;
5. Any accommodation costs that **you** or **your party** would have otherwise incurred on **your journey**;
6. Accommodation expenses and replacement car hire are not available at the same time;
7. Any replacement car hire arranged by **us** where **you** cannot 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.

Important

See page 12 for important information about hire cars arranged under this **policy**.

Section 6: Replacement parts dispatch

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** and following a **service provider** attending the **breakdown** in accordance with Section 4, the **vehicle** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, **we** will (subject to availability) arrange **your** purchase of such replacement parts and arrange and pay for:

1. The freight, handling and ancillary charges for dispatch of the replacement part(s) to the **vehicle** or an appropriate railway station or airport; and
2. If the parts are dispatched to a railway station or airport, the cost of one person to collect the part(s) from the railway station or airport if required.

What is not covered

The cost of the parts, which must be paid for when **you** telephone **us** to arrange for the parts to be dispatched. **You** will be asked for **your** credit card details and **we** will take payment from **you** before dispatch.

Important

We will arrange to dispatch parts as quickly as possible, but delays may occur at weekends and bank holidays so **we** cannot guarantee when these will arrive. **We** will not be responsible for errors made by the manufacturers or suppliers of the parts. **We** use a range of reputable suppliers to source spare parts, however **we** cannot guarantee the availability of spare parts, especially for older or specialist vehicles, for which parts may not be possible to locate.

SECTION 7: Replacement driver

Please refer to **your policy schedule** which sets out whether **your policy** includes cover for Replacement driver.

What is covered

If the only **driver** of the **vehicle** in **your party** is declared medically unfit to drive by a registered doctor during a **journey** in **Europe** **we** will arrange and provide a replacement driver to drive the **vehicle** and the **party** to the **journey** destination or **your home**. Written confirmation from the treating hospital or medical expert that **you** are unable to drive will be required.

What is not covered

1. A replacement driver if there is another qualified driver in the **party** who is fit and legally able to drive the **vehicle**;
2. A replacement driver where **you** know **you** have a medical condition that may prevent **you** from driving the **vehicle** before **you** commence the **journey** and **you** do not have an alternative driver within the **party**; or
3. Any expenses which **you** or **your party** would have had to pay if the **driver** had not been declared medically unfit to drive.

SECTION 8: Vehicle break in emergency repairs

Please refer to **your policy schedule** which sets out whether **your policy** includes cover for Vehicle break in emergency repairs and the claim limits.

What is covered

In the event of damage to windows, windscreens or locks of a **vehicle** caused solely by forcible entry or attempted forcible entry of the **vehicle** in **Europe** during a **journey**, **we** will provide cover up to the claim limit shown on **your policy schedule** for either:

1. The cost of immediate emergency repairs to the damage to enable **you** to **continue your journey**; or
2. The cost of recovery of the **vehicle** to a local repairer for repairs to be carried out.

You will need to pay these costs yourself and claim them back from us by completing a claim form (see condition 5 on page 22).

What is not covered

1. Any costs if you do not report the matter to the police before contacting us and are unable to provide us with a written police report;
2. The cost of any parts required to repair the vehicle;
3. Repair costs not directly necessary to enable the vehicle to continue the journey; or
4. Costs over the claim limit shown on your policy schedule, inclusive of recovery costs.

Important

If there is a forcible entry or attempted forcible entry of the vehicle, you can only claim under this Section. You will not receive any other benefits described in this policy booklet. Should the vehicle break down or be involved in a road traffic accident in the same journey, we will provide the relevant service in line with the relevant Section(s) of cover.

You should always contact your motor insurance company first before calling us.

Section 9: Vehicle repatriation

Please refer to your policy schedule which sets out the claim limits under this Section.

What is covered

If a vehicle has broken down or been in a road traffic accident in Europe during a journey and following a service provider attending in accordance with Section 4, the vehicle cannot be repaired by your planned return date to the territory or if you have purchased Comprehensive Plus, repair costs will be more than £500, we will arrange and pay up to the claim limit shown on your policy schedule for:

1. Storage of the vehicle, while awaiting repatriation by us in accordance with this Section; and
2. Repatriation of the unaccompanied vehicle by road transporter from the place of the breakdown or road traffic accident or the local repairer to your home or a repairer in the territory chosen by you, providing the cost is not more than the claim limit shown on your policy schedule. If the cost of repatriation is more than this, you will have to pay the balance between the claim limit and the cost of repatriation before service is provided.

If the vehicle has been in a road traffic accident that is covered by your motor insurance, we will follow your insurers' decision on whether to have the vehicle repatriated. Your insurers may alternatively decide to authorise repairs abroad or determine that the vehicle is beyond commercial economical repair.

If the vehicle that has broken down or been in a road traffic accident has a caravan or trailer attached to it, we will store and repatriate the caravan or trailer with the vehicle.

What is not covered

1. Any storage charges or repatriation costs not authorised by us or while we are awaiting a decision from your motor insurer;
2. The cost of repatriation (including storage charges) if we determine (acting reasonably) that the vehicle is beyond commercial economical repair;
3. The cost of repatriation (including storage charges) if the vehicle is roadworthy;
4. Transportation costs for any personal belongings, valuables or luggage. Any items left with the vehicle for recovery are left at your own risk;
5. We are unable to transport any animals in the vehicle. We cannot guarantee that we can arrange transport for any animal. Any onward transportation is at our discretion and solely at your risk. We will not insure any animal during any onward transportation we may undertake;
6. Any repairs required to the vehicle and associated costs following repatriation;
7. Any repatriation that is not authorised by your insurers if the vehicle is in a road traffic accident covered by your motor insurers;
8. Any cancelled repatriation as a result of you failing to leave keys for the vehicle or keys for any roof box with the vehicle;
9. Any claim if the vehicle is being repatriated and customs in any country find its contents are breaking the law of that country;
10. Any loss or damages to any vehicle or their contents during transit; or
11. Repatriation cannot be used to avoid repair costs.

If you have any enquires relating to your repatriation please contact us on 0330 159 0342.

Important

Once repatriation is authorised by us it normally takes 8-14 working days for the vehicle to be delivered from most countries in Western Europe to the chosen address in the territory. At busy times and from some other European countries (particularly from eastern and northern Europe) it may take longer. We will discuss the likely timescales for repatriation of the vehicle with you in the event that repatriation is required.

It is our decision alone whether to repatriate or repair locally a vehicle which cannot be driven as a result of a breakdown or road traffic accident except where the road traffic accident is covered by your motor insurance policy. We will discuss the options available to you. If the vehicle has been in a road traffic accident that is covered by your motor insurance, we will follow your insurers' decision on whether to have the vehicle repatriated. Your insurers may alternatively decide to authorise repairs abroad or determine that the vehicle is beyond commercial economical repair.

We will only repatriate if we consider that your vehicle cannot be repaired by your planned return date to the territory or if you have purchased Comprehensive Plus

(as set out on **your policy schedule**) repair costs following a **breakdown** will be more than £500, and not as a result of **your** request.

If a **vehicle** to be repatriated has been fitted with a roof box or bicycle rack, **you** must remove it and place it inside the **vehicle**, if possible. If **you** cannot do so, the roof box or bicycle rack can be left on the **vehicle**. The roof box keys need to be left with the **vehicle** keys in the event that customs require access.

If a **vehicle** is to be repatriated, **you** should check with **your** motor insurers that it will be covered in transit for loss or damage and that the contents are also covered.

If the **vehicle** is **beyond commercial economical repair**, **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 **you** will be considered to have authorised **us** to dispose of the **vehicle** as **we** choose.

SECTION 10: Passenger repatriation

What is covered

If **your vehicle** is repatriated under Section 9 or deemed **beyond commercial economical repair** by **us**, **we** will arrange and pay for repatriation of **you** and **your party** to **your home** in the **territory**, either immediately or by **your** planned return date to the **territory**, by any one or a combination of:

1. A replacement hire car (including collision damage waiver);
2. Alternative transport costs; and/or
3. Local taxi fares authorised by **us** in advance.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. Any insurance excess payable in respect of a replacement vehicle;
3. The costs of meals or any other extra costs and expenses;
4. First class air and rail fares;
5. Transportation costs for any personal belongings, valuables, animals or luggage; or
6. Any replacement car hire arranged by **us** where **you** cannot 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.

Important

We will decide the best option to get **you** and **your party** **home**. **We** will act reasonably in making this decision. The option(s) chosen is likely to be that which allows **you** and **your party** to return **home** by the most direct route and is within the limit of cover under this **policy** under Section 5 (Onward Travel in Europe - Additional Transport Limit).

See page 12 for important information about hire cars arranged under this **policy**.

SECTION 11: Collection of vehicle left in Europe for repair

Please refer to **your policy schedule** which sets out the claim limits under this Section.

Cover under this Section is only available where **we** have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Section 9. Cover under this Section 11 is not available for caravans and trailers.

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** and following a **service provider** attending the **breakdown** in accordance with Section 4, the **vehicle** cannot be repaired by **your** planned return date to the **territory** and **you** and **your party** have been repatriated to **your home** under Section 10, **we** will arrange and pay for one person to collect the **vehicle** and return it to the **territory**, by any one or a combination of:

1. Second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the **vehicle**;
2. Additional ferry fares from the **territory** to **Europe** and back for the **vehicle** and one person; and/or
3. Local taxi fares authorised by **us** in advance.

We will also arrange and pay a contribution towards single room accommodation (room only) for one person, up to a maximum of £50 per day if necessary to complete the round trip.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The costs of meals or any other extra costs and expenses;
3. First class rail fares;
4. Costs for more than one person;
5. Transportation costs for any personal belongings, valuables, animals or luggage; or
6. Any storage charges once **you** have been notified that the **vehicle** is ready for collection.

Important

Any decisions as to whether the **vehicle** can be repaired abroad so that **you** (or someone nominated by **you**) must return and collect it on completion of the repair or that the **vehicle** cannot be repaired and must be repatriated will be determined by **us** in accordance with Section 9.

SECTION 12: Accidental damage to or loss of tent

What is covered

If **you** are camping in **Europe** during a **journey** and **your** tent is damaged accidentally making it unusable or the tent is stolen, **we** will choose (at **our** discretion) to provide cover for the cost of either:

1. accommodation expenses of £35 per person in the party per day for up to 3 days; or
2. a replacement tent (provided it has been authorised by us in advance) up to a maximum of £250.

You will need to pay these costs yourself and claim them back from us by completing a claim form (see condition 5 on page 22).

What is not covered

1. Damage to the tent caused by weather conditions;
2. The cost of a replacement tent not authorised by us;
3. Any costs relating to a stolen tent if you do not report the matter to the police before contacting us and are unable to provide us with a written police report within 14 days of request;
4. The costs of meals or any other extra costs and expenses; or
5. Any accommodation costs if you have alternative accommodation available for use.

SECTION 13: Customs duty indemnity

Please refer to your policy schedule which sets out whether your policy includes cover for Customs duty indemnity.

What is covered

Customs claims for import duty if the vehicle is beyond commercial economic repair as a result of a breakdown in Europe during a journey and it has to be disposed of abroad under Customs supervision.

What is not covered

Any import duties not relating to the vehicle.

SECTION 14: UK hire car whilst awaiting repatriation

Please refer to your policy schedule which sets out whether your policy includes cover for UK hire car whilst awaiting repatriation and the claim limits.

What is covered

If we have agreed with you that the vehicle will be repatriated under Section 9 of this policy and you have returned to the territory, we will arrange and provide cover for the cost of a replacement hire car of up to the claim limit shown on your policy schedule whilst you are awaiting the repatriation of your vehicle. The hire can be taken at any point during the period where you are awaiting your vehicle but the days must be consecutive and you must collect and return the hire car within the claim limit shown on your policy schedule. You can choose to keep the hire car for longer however all additional hire car costs are payable by you.

Cover under this Section will stop once your vehicle has been repatriated.

You will need to pay these costs yourself and claim them back from us by completing a claim form (see condition 5 on page 22).

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the replacement vehicle;
3. The cost of any replacement vehicle after the claim limit shown on your policy schedule.
4. Any replacement car hire arranged by us where you cannot 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.

Important

See page 12 for important information about hire cars arranged under this policy

SECTION 15: European legal care Uninsured loss recovery, travel costs and legal defence

Please note, if you have purchased our Legal Care Plus policy, you must choose whether you wish to claim under this Section, or under Legal Care Plus, as you cannot claim under both.

Uninsured loss recovery

What is covered

We will cover the legal costs incurred by you and/or your passengers in relation to legal proceedings in respect of a legal claim for uninsured losses sustained following an accident or a road traffic accident for which you and/or your passengers were not at fault and which another party was at fault in the territory or Europe during the period of cover, as set out below.

Our legal claims handler will negotiate to recover you and/or your passengers' uninsured losses in relation to a legal claim which, in our legal claims handler's opinion, has a 51% or greater chance of success.

If our legal claims handler appoints a legal representative in relation to such legal proceedings, we will cover the costs of the legal representative up to £100,000 per legal claim.

Travel costs

What is covered

We will cover you and/or your passengers for the reasonable costs of travelling abroad for any necessary medical examination or court appearance relating to legal proceedings, up to a maximum of £1,000 per accepted legal claim for legal defence, accident or road traffic accident, where the motoring prosecution, accident or road traffic accident occurred in Europe.

Legal defence

What is covered

We will cover you for legal costs incurred by you, following receipt of a summons or citation, in legal proceedings to defend a criminal prosecution brought against you in a court of summary jurisdiction, equivalent to a magistrate's court in England and Wales, in respect of an event involving your vehicle that occurred in the territory or Europe during the period of cover, up to a maximum of £25,000 per legal claim.

What is not covered under Section 15

1. We will not cover any legal claim which is covered under an RAC Travel Insurance policy;
2. We will not provide cover for appeals;
3. 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 15;
 - c) incurred in legal proceedings which are not in a court of summary jurisdiction (equivalent to a magistrate's court in England and Wales);
 - d) incurred in respect of legal proceedings if in our legal claims handler's expert opinion, there is not a 51% or greater chance of success or acquittal. Cover may be refused or discontinued if such prospects do not, or no longer, exist;
 - e) incurred in respect of legal proceedings arising from alcohol, drugs or parking related offences;
 - f) 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; or
 - ii a road traffic accident occurring during a race, rally or competition;
 - g) 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;
 - h) 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;
 - i) for any expert witness unless previously agreed by our legal claims handler;
 - j) 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;
 - k) 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
 - l) 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 passengers' legal claim is not covered under this Section 15;
 - m) any claim where the event giving rise to the claim occurred prior to you purchasing or upgrading the policy to include this Section 15.
4. We will not cover any legal claim which occurs in the territory unless you and your passengers are travelling to a port during the period of cover within 48 hours of your planned departure from the territory.

Conditions for Section 15

In addition to the general conditions, the following conditions will apply to European legal care under this Section 15:

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 and/or your passengers propose. If our legal claims handler does not agree with your 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 **our legal claims handlers** 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 15, will not be covered except as provided for under **our** complaints procedure. Any such disputes in respect of any **legal claim** under this Section 15 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**.

General conditions for this policy

The following conditions apply to this **policy**. If **you**, a **driver** or a member of the **party** do not comply with these conditions **we** may not be able to provide cover under this **policy** and the **policy** may be cancelled.

1. **You** or a **driver** must be with the **vehicle** at the time of its **breakdown** or **road traffic accident** and when the **RAC patrol**, **RAC contractor** or **service provider** (as applicable) arrives at the **breakdown** or **road traffic accident**. If **you** are not, **we** will not provide any service related to the **breakdown** or **road traffic accident**;
2. **You** must maintain the **vehicle** in a legal and roadworthy condition and must be maintained in accordance with the manufacturers service standards. This includes (but is not limited to) ensuring the **vehicle** complies with the following conditions throughout the **period of cover**:
 - a) it has a valid current excise licence 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;
 - c) it has valid motor insurances; and
 - d) the **vehicle** is registered in the **territory**.

Upon 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 **policy** relating to that **vehicle**. This means **we** may decline **your claim**. **You** must also tell **us** if **you** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**. If **you** do not do so, **we** reserve the right to refuse to provide any service under this **policy** if required as a result of such a **breakdown**.

3. **You** must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**. This particularly includes weight limits for towing;
4. Maximum number of persons: The **vehicle** must not carry more persons than the number stated in the **vehicle's** Vehicle Registration Document or more than nine persons (including the **driver**) or 17 persons (including the **driver**) if the **vehicle** is a minibus. Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification and any child must occupy a properly fitted child seat;

5. Costs paid for by **you**: On occasion **you** may be asked by **us** to arrange and pay for services and reclaim costs from **us**. In these instances, **you** should request a claim form from **our** breakdown customer care team, details of which are on page 2. **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 and submit these to **us** with 90 days of **your** planned return date. **We** will not cover the cost of any interest **you** incur;
 6. **We** will require **your** credit card details if **we** arrange a service for **you** which is not covered by **your policy** or if it exceeds the claim limit set for each benefit;
 7. Exchange rate: Any costs that are 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. Any costs that are incurred by **you** in a currency other than GBP and which are recoverable from **us** under this **policy**, will be converted to GBP at the exchange rate used by **your** credit or debit card provider (in the case of card payments) or used by **us** at the time **you** present the **claim** (in the case of cash payments);
 8. Eligible persons: **You** must be permanently resident in the **territory** during the **period of cover**;
 9. **You** must pay the premium, any supplements and applicable taxes for this **policy** by the due date set out in **your policy schedule** or the **policy** may be cancelled in accordance with the cancellation provisions on page 24. The premium will be due in full in advance;
 10. If **we** provide an onward transportation service for passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
 11. If **we** provide an onward transportation service for **you** and the 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, however any assistance animals may be accommodated;
 12. **We** shall not in any event, be liable for losses relating to any business interests **you** or **your party** may have including, but not limited to, loss of profit or revenue, loss of opportunity or of business; or for business interruption.
2. misuse the **policy** 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) false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - c) omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under the **policy**;
 - d) providing false information in order to obtain a service that would not otherwise be covered under the **policy**;
 - e) knowingly allow, or not take reasonable care to prevent, someone not covered by the **policy** attempting to obtain a service under this **policy**; or
 - f) paying for additional services or goods in the knowledge that the payment will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, **we** will contact **you** 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:

- Restrict the cover available to **you** at the next renewal, if **you** wish to continue the **policy** with **us**;
- Refuse to provide any services to **you** under this **policy** with immediate effect;
- Immediately cancel this **policy** in accordance with the cancellation provisions; and
- Refuse to sell any services (including RAC membership or RAC European Breakdown Cover) to **you** in the future. **We** will notify **you** in writing in the event that **we** decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way this **policy** will be terminated with effect from the date of the fraudulent act and the fraudulent **claim** forfeited. **You** will not be entitled to a refund of any premium. **We** may also take any of the additional steps as set out above.

General exclusions for this policy

The following exclusions will apply to this **policy**:

1. 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**;
2. Any costs which **you** or **your party** would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
3. Replacement vehicles:
 - a) The provision of a replacement motorcycle. If the **vehicle** that has **broken down** or been in a **road traffic accident** is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of

Misuse of European Breakdown Cover

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

a trailer for **you** to transport **your** motorcycle is also excluded from cover under this **policy**;

- b) The provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox;
- c) **We** cannot arrange the hire of minibuses, motorhomes or vans; or
- d) The provision of a replacement caravan or trailer;

Please note **your** cover under this **policy** does not extend to any replacement vehicle.

- 4. Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
- 5. Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a **vehicle**. **You** are responsible for the care of these items at all times;
- 6. Any **breakdown** or **road traffic accident** caused directly or indirectly by:
 - a) running out of oil or water;
 - b) frost damage; or
 - c) rust or corrosion.
- 7. Any **claim** which **you** could make under any other insurance policy. 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 under this **policy**;
- 8. If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be at **your** cost, or must be referred to **your vehicle's** motor insurer;
- 9. Any travel outside the **territory** or **Europe**;
- 10. Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing* or broken keys. **We** may be able to arrange for the provision of these services but **you** must pay for any costs incurred.

*Keys which are locked inside the **vehicle** are covered and **we** can arrange for a **service provider** 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.

- 11. Any costs relating to the repairs of wheels and tyres or costs relating to any **vehicle** not carrying a serviceable spare tyre. **We** will provide assistance to change the tyre using a serviceable spare tyre carried by **you**. Where the **vehicle** is not provided with a spare tyre **we** will recover the **vehicle** to a local repairer;
- 12. The cost of any transportation, accommodation or care of any animal;
- 13. Recovery or any other benefits following a **road traffic accident** in the **territory**. 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;

- 14. If **you** refuse or delay repairs to the **vehicle** for whatever reason, any costs that **we** consider (acting reasonably) would not have been incurred under this **policy** if **you** had not refused or delayed repair;
- 15. Attendance following fire, theft or any other incident covered by any policy of motor insurance (unless covered under Section 8). If **you** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to assist for an additional charge;
- 16. **Vehicles** which have **broken down** on land to which **you** or **we** do not have permission to access;
- 17. **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 including participation in the Nürburgring. **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;
- 18. The transportation of any **vehicle** which **we** consider (acting reasonably) is loaded over its legal limit;
- 19. The cost of **specialist equipment** for any reason (including safely lifting a modified **vehicle**);
- 20. Transportation of any horses or livestock;
- 21. Any costs:
 - a) incurred without **our** prior consent. All requests for service must be made directly to **us**;
 - b) that are not arranged through **us** or arranged by **us**;
 - c) relating to **you** having failed to carry or having misused any equipment provided by the **vehicle** manufacturer for the purposes of removing the vehicle 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, unless covered under Section 8). In the **territory** **we** will only 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. In **Europe** **we** may provide cover under the terms of Section 8 if **your vehicle** has been broken into;
 - e) for vehicle storage charges (unless covered under Section 9); or
 - f) for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the **vehicle** under this **policy** and the cost of any return ferry crossings and/or toll fees of the recovery vehicle (unless covered under Section 9).

22. **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 **policy**. For example, loss of earnings due to **us** being unable to repair the **vehicle** at the roadside, losses caused by delay in **us** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any **claim** **you** may have for death or personal injury);
 23. **We** will not provide any service under this **policy** if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, 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;
 24. 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;
 25. Any **claim** caused directly or indirectly by **you** being affected by intoxicating liquors or drugs;
 26. Any **claim** that exceeds **your** limits of cover (as shown on **your policy schedule**); or
 27. Any costs that are not arranged through **us** or arranged by **us**.
2. If **your policy** is for more than 30 days, **you** are entitled to cancel the **policy** within the first 14 days following the start of **your policy** or when **you** receive these terms and conditions with **your policy schedule**, whichever happens later:
 - a) If no **claim** has been made, a full refund will be given.
 - b) If a **claim** has been made, no refund will be given.
 For cancellations that are made after 14 days, no refunds will be given.

Cancellations can be made by calling **us** on 0330 159 0360 or by writing to **us** at the following address:

Customer Service
 RAC Motoring Services
 Great Park Road
 Bradley Stoke
 Bristol
 BS32 4QN

Our right to cancel

We may cancel the **policy** in the event of misuse of the **policy** as set out in the General Conditions. In the event that **we** decide to cancel the **policy**, **we** will notify **you** in writing and the **policy** 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 **policy**, **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.

Renewal

Renewal of an annual policy

If **you** have an annual **policy**, prior to the end of the **period of cover** **we** will write to **you** to confirm whether the **policy** will be renewed and, if so, any changes to the premium and the terms and conditions applicable to the **policy** for the next **period of cover**. If **you** have authorised **us** to hold **your** payment account details on **our** database, **we** will automatically renew the **policy** and collect **your** premium. If **you** do not wish **us** to automatically renew the **policy** using this payment method **you** will need to contact **us** before the renewal date. If **you** have informed **us** that **you** do not wish **us** to automatically renew the **policy**, **you** have not authorised **us** to hold **your** payment account details, or **your** payment details have changed, **we** will not renew the **policy** and it will expire at the end of the current **period of cover**. However, provided the applicable premium is paid within 60 days of the **start date** of the new **policy** **we** will renew the **policy** from the renewal date, if **you** wish to reinstate the **policy**.

Cancellation of policy

1. If **your policy** is less than 30 days, **you** are not entitled to a refund of **your premium** unless **you** contact **us** to cancel **your policy** prior to the **start date**

Changes to your details

You must notify **us** immediately if **you** want to amend any details relating to the **policy** including any change to the **home** address and any change to any **vehicle** or **driver** to be covered under the **policy**. Alternatively, **we** can be contacted on the phone number or at the address set out under How to contact **us**. A charge may be applicable if **you**:

1. Change the **vehicle** set out on **your policy schedule** to an older **vehicle**;
2. Inform **us** if **you** will be travelling into another territorial zone;
3. Increase the amount of people in **your party**; or
4. Hold a single trip **policy** and want cover for a caravan or trailer being towed by a **vehicle** set out on **your policy schedule**.

We will provide **you** with a revised **policy schedule** setting out the new details applicable to the **policy**. **We** are unable to change the details of the policyholder or lead member (as set out on the **policy schedule**) to that of another person. If **you** have a single trip **policy**, **you** will be unable to amend any details after the **policy start date**.

Changes to the policy terms and conditions

In addition to **our** right to review the premium and other terms and conditions for **the policy** at the end of the **period of cover**, **we** can make changes to the **policy** terms and conditions at any time to:

1. respond proportionately to comply with any applicable laws, regulations or the advice or instruction of any regulatory body;
2. reflect new industry guidance and codes of practice which increase the standards required for consumer protection; or
3. make the **policy** terms and conditions clearer and fairer to **you**.

Any change to the **policy** terms and conditions (together with the reasons for such changes) will be notified to **you** at least 21 days in advance of the date that the change is due to take effect. If the change disadvantages **you**, **you** may cancel the **policy** immediately by contacting **us**. **You** 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 **policy**. This will be calculated (daily) on a pro-rata basis.

How to contact us

General enquiries

For general enquiries about the **policy** [Sections 1-15], including changes to the cover under the **policy** and renewals please contact **us** as follows:

1. Call **us** on 0330 159 0360
Mon to Fri 7.00am to 10.00pm,
Saturday 8.00am to 8.00pm,
Sunday 9.00am to 7.00pm and
Bank Holidays 9.00am to 5.00pm; 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, **policy** 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 0330 159 0360 for a large font or Braille version.

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 policy** 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 (sections 1 to 14) call **our** customer service number on:

1. 0330 159 0360; or
2. Write to **us** at:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke.
Bristol BS32 4QN; or
3. Email **us** at: breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any aspect of **our** European Legal Care [Section 15] call **our** Legal Team on;

Call **us** on: 0330 159 0610; or

Email **us** at: legalcustomercare@rac.co.uk

If **you** contact **us** in writing or by email please provide **your** full name, contact telephone number, **policy** number and, where applicable, the **vehicle** registration number. **Be** prepared to provide the same information if **you** call **us**. Using this complaints procedure will not affect **your** legal rights.

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 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

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 companies¹. 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.

¹ If **you** would like a list of all RAC group companies, please write to the Data Protection Officer at RACMS using **our** registered address.

Sensitive data

By proceeding with this **policy**, **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 policy** records, **we** may:

Search files made available to **us** by credit reference agencies who may keep a record of that search.

1. **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

