



RAC Select  
AGREEMENT FOR THE PROVISION  
OF BREAKDOWN SERVICES

**RAC**  
the driving people

## Parties

1. RAC Motoring Services (Company No.01424399) whose registered office address is RAC House, Brockhurst Crescent, Walsall, WS5 4AW (“RAC”); and
2. The Customer, whose details are provided on the Application Form (“the Customer”).

## Recitals

1. RAC sells Onward Travel, and European Cover on behalf of RACIL.
2. RAC sells packaged UK roadside assistance services products as principal.
3. The Customer wishes to purchase some or all of the Services for their business purposes and RAC have agreed to provide the same on the terms hereinafter appearing in consideration of payment of the fees by the Customer.

## Agreement

### 1. Definitions and interpretation

In this Agreement, unless the context otherwise requires:

#### 1.1 Definitions

“Additional Services” means any services arranged by RAC with a third party on Your/the Customer’s behalf on terms other than those set out in this Agreement.

“Agreement” means this agreement and its Annexes.

“Annex” means an annex to this Agreement which consists of:-

Annex I UK Roadside Assistance

Annex II European Roadside Assistance

Annex III Pricing and Payments Structure

Annex IV Complaints Procedure

Annex V Data Protection Notice

Annex VI Minibus Assist

“Application Form” means the application form completed by the Customer selecting some or all of the Products and including the schedule of vehicles the Customer wishes the Services provided to.

“Breakdown” means unforeseen mechanical or electrical failure during the Period of Cover in the

Territory which has either immobilised an Eligible Vehicle or made it unsafe to drive but which does not result from a road traffic accident.

“Clause” means a clause or sub-clause to this Agreement.

“Cost Plus” means the basis upon which RAC may agree to provide certain services under this Agreement whereupon RAC and the Customer may agree that RAC shall provide such services and RAC shall charge the Customer at cost to RAC plus an agreed fee. Anything which RAC may agree to on this basis is not included within any Subscription.

“Commencement Date” means the date of the Application Form or, if later, as specified on the Application Form.

“Complaints Procedure” means the procedure set out in Annex IV.

“Contractor” means a person not employed by RAC and/or RACIL who provides some or all of the Services on behalf of RAC and/or RACIL.

“Cooling Off Period” means the period of 14 days from the date of signature of the Application Form during which time the Customer may terminate this Agreement as set out in Clause 5.2.

“Data Controller” has the meaning given to it in the Data Protection Act 1998.

“Data Protection Notice” means the notice set out in Annex V.

“Driver” means any person authorised by the Customer to drive the Eligible Vehicle.

“Eligible Vehicle” means any vehicle registered in the United Kingdom and being owned, contract hired, leased or fleet managed by the Customer; AND where, in all the above cases the vehicle conforms to the following specifications:

Either;

- weight not exceeding 3.5 tonnes Gross Vehicle Mass
- length not exceeding 5.5metres including any tow bar
- width not exceeding 2.3metres

AND ALSO where the vehicle either appears on the Eligible Vehicle List or has satisfied the verification requirements of RAC.

“Eligible Vehicle List” means a list in agreed format provided to RAC by the Customer at the Commencement Date detailing all vehicles which are entitled to UK Roadside Assistance and/or

European Roadside Assistance and/or Minibus Assist containing, without limitation, the following information:

- Registration number;
- Vehicle Identification Number ("VIN")
- Manufacturer;
- Model;
- DVLA date of first registration; and
- RAC agreement number.
- Vehicle length
- Vehicle weight

"European Roadside Assistance" means the roadside assistance services as set out in Annex II.

"Fee" means any charge, Subscription or Pay On Use fee payable by the Customer to RAC during the Term for the Services as set out in Annex V.

"Fleet Profile" means the type, number, age and condition of Eligible Vehicles.

"Fulfilment Material" means any material about the Services which is given to Drivers or users of the Services.

"Home" means the address where the Driver of the Eligible Vehicle resides in the United Kingdom Jersey, Guernsey or the Isle of Man or where the Eligible Vehicle is usually kept in the United Kingdom, Jersey, Guernsey or the Isle of Man.

"Minibus Assist" means those services set out in Annex VI.

"Onward Travel" means those services set out in paragraph 3 of Annex I.

"Parts" means any parts fitted to an Eligible Vehicle to effect a repair.

"Pay On Use" means the basis upon which Services will be provided under this Agreement subject to a fixed Fee on each occasion that RAC provides the Services. Value Added Tax (VAT) is payable upon charges levied on this basis.

"Personal Data" has the meaning given to it in the Data Protection Act 1998.

"Products" means those products which the Customer has selected on the Application Form, being any or all of UK Roadside Assistance, European Roadside Assistance, and Minibus Assist.

"RAC" means RAC Motoring Services and/or RACIL.

"RAC Legal Services" is a trading division of RAC Motoring Services.

"RACIL" means RAC Insurance Limited (registered number 2355834), whose head office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW

and which is authorised by the Financial Services Authority ("the FSA") under the Financial Services and Markets Act 2000 ("FSMA") to effect and carry out contracts of insurance.

"RAC Logo" means the logos, emblems, symbols, service marks whether registered or unregistered, get-up trade or business names, trademarks whether registered or unregistered or any other mark which identifies RAC.

"RACCA Service" means RAC's Commercial Assistance Cover which covers vehicles between 3.5 and 44 tonnes Gross Vehicle Mass and in respect of which separate terms and conditions apply.

"Recovery" means the service set out in paragraph 2 of Annex I.

"Regulatory Requirements" means statutory and other rules, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body including (without limitation) the FSA.

"Roadside" means the service set out in paragraph 1 of Annex I.

"Select" means those packaged Products sold by RAC under the terms of this Agreement.

"Services" means the services provided by RAC under this Agreement packaged as Products.

"Specialist Charges" means the cost incurred by RAC to provide service requiring unusual and/or additional manpower, time or using specialized equipment such as, but not limited to: winching equipment, temporary wheels, drainage and disposal of fuel.

"Subscription" means the basis upon which Services will be provided under this Agreement (excluding any Services available on a Cost Plus basis) charged by way of an insurance premium pursuant to this Agreement. Insurance Premium Tax (IPT) is payable upon subscription Fees.

"Term" means the Initial Period and any Renewal periods as set out in Clause 5.

"Territory" means for UK Roadside Assistance and Minibus Assist the United Kingdom, the Isle of Man Jersey and Guernsey, and for European Roadside Assistance includes the European continent (west of the Urals) as further described in the European Roadside Assistance Fulfilment Material.

"UK Roadside Assistance" means those services to be provided by RAC set out in Annex I.

“United Kingdom” means England, Scotland, Wales and Northern Ireland.

“Usage” means for UK Roadside Assistance and European Roadside Assistance the number of service breakdowns attended by RAC divided by the number of Eligible Vehicles, expressed as a percentage.

“We/Our/Us” means RAC Motoring Services and/or RACIL.

“Working Day” means 9am to 5pm Monday to Friday excluding bank and other public holidays in England.

“You/Your” means the person or entity (including their employees and agents) driving an Eligible Vehicle or otherwise entitled to receive Services under this Agreement.

## 1.2 Interpretation

1.2.1 words in the singular shall include the plural and vice versa;

1.2.2 a reference to a person shall include a reference to a firm a body corporate and unincorporated association or to a person's executors or administrators;

1.2.3 a reference to a Clause sub-Clause or Schedule (other than to a schedule to a statutory provision) shall be a reference to a Clause or Schedule (as the case may be) of or to this Agreement;

1.2.4 if a period of time is specified and dates from a given day or the day of an act or event it shall be calculated exclusive of that day;

1.2.5 a reference to any statute or statutory provision shall be construed as a reference to that statute or provision as amended, modified, re-enacted or extended from time to time;

1.2.6 the headings are for convenience only and shall not affect the interpretation of any provision of this Agreement;

1.2.7 a reference to a Party shall mean RAC or the Customer as the case may be and reference to the Parties shall mean RAC and the Customer; and

1.2.8 in this Agreement where the context so admits words importing the masculine gender include the feminine gender or neuter gender and words importing the singular number include the plural and vice versa

## 2. Duties of RAC

2.1 Subject to selection of the applicable Products on the Application Form and payment of the relevant Fees, RAC shall provide UK Roadside Assistance and/or European Roadside Assistance and/or Minibus Assist in the Territory on the request of any Driver of an Eligible Vehicle.

2.2 RAC may, without affecting its contractual liability to the Customer for their delivery, engage agents, sub-contractors or other third parties to perform or deliver the Services.

2.3 RAC may take over and conduct in the Customer's name the defence or settlement of any claim or prosecute in RAC's name for RAC's own benefit any claims arising out of the provision of Services and shall have full discretion in the conduct of any such claim, and the Customer shall provide all such assistance as RAC may reasonably require in this respect.

2.4 RAC and its associated companies and their employees and agents will exercise reasonable skill and care in the provision of Services and exercise reasonable skill and care in the management of any Contractor.

2.5 If the service the Customer requires is not provided for under this Agreement or is excluded by this Agreement, RAC will, if requested by the Customer, use reasonable endeavours to arrange it at the Customer's expense. RAC will charge either the applicable Pay On Use Fee for attendance or on a Cost Plus basis for services where RAC has no applicable Pay On Use Fee. Separate terms and conditions apply for RACCA Service.

2.6 The Customer shall be responsible for (and RAC shall have no liability for) the following in connection with any replacement vehicle:

2.6.1 Fuel, upgrade, excessive mileage, insurance transfer charges, speeding fines, congestion charges, parking charges, penalties or fines;

2.6.2 Any other limitations imposed by the replacement vehicle provider such as mileage restrictions, late return charges, insurance excess, and the provision of a credit card imprint.

## 3. Duties of the Customer

3.1 The Customer shall:

3.1.1 provide to RAC on the Commencement Date the Eligible Vehicle List;

3.1.2 notify RAC if adding or removing an Eligible Vehicle and the Customer acknowledges and agrees that until an Eligible Vehicle appears on RAC's IT system (which may take up to 3 working days, from receipt of the Eligible Vehicle List), the Customer shall pay RAC's charges on a Pay On Use basis;

3.1.3 pay RAC for all UK Roadside Assistance, European Roadside Assistance, and Minibus Assist provided during the Term in accordance with Annex III of this Agreement;

3.1.4 during the Term and any period thereafter until the expiry of the Parties' obligations under this agreement, not, without RAC's prior written approval publish or distribute any literature or other material about the Services or any other RAC services;

3.1.5 not without RAC's prior written approval (which it may in its absolute discretion grant or withhold) alter the description of UK Roadside Assistance, European Roadside Assistance or Minibus Assist;

3.1.6 not make or give any promises warranties guarantees or representations concerning UK Roadside Assistance, European Roadside Assistance or Minibus Assist other than those approved by RAC.

3.2 The Customer shall adhere to such practices and procedures set out in the Complaints Procedure as are notified to it from time to time by RAC as being necessary or desirable to ensure that RAC and/or the insurers on whose behalf RAC sells any of the Products may comply with any Regulatory Requirements applicable to them in relation to the business transacted pursuant to this Agreement. The Customer acknowledges and agrees that the Services are provided for the sole benefit of the Customer. The Customer shall not, nor shall purport to sell or otherwise arrange for the Services to be available as of right to a third party. For the avoidance of doubt, RAC shall provide the Services to Drivers at the direction of the Customer under the terms of this Agreement but nothing in this Agreement shall grant any rights to users of Eligible Vehicles or any party other than the Customer.

3.3 The Customer shall inform RAC without delay if adding or removing Eligible Vehicles from the Eligible Vehicle List. RAC reserves the right to reassess the Fees payable, and the Customer shall pay the reassessed Fees as from the date of change for any changes in the Eligible Vehicle List.

#### 4. Payment terms and Fee variation

4.1 All sums due to RAC under this Agreement shall be payable by the Customer within thirty days of the date of the invoice.

4.2 Without prejudice to RAC's right to treat non-payment as a repudiatory breach of this Agreement, RAC shall be entitled to charge interest on any amount overdue at the rate of 3% over the Nat West Bank base rate from the date the payment was due until the actual payment both before and after judgment and shall be entitled to recover all costs and expenses incurred in attempting to obtain such payment. If the Late Payment of Commercial Debts (Interest) Act 1998 applies, RAC will be entitled to charge interest at the rate applicable from time to time under that Act.

4.3 Payment of all sums due to RAC under this Agreement shall be made by the Customer in full (without any set-off, deductions or withholding whatsoever) by cheque, or by such other method as may reasonably be specified from time to time by RAC.

4.4 All sums due to RAC under this Agreement are exclusive of Value Added Tax ("VAT"), Insurance Premium Tax ("IPT") and any other applicable taxes which may from time to time be introduced, which shall be charged thereon in accordance with the relevant regulations in force at the time of making the taxable supply and shall be paid by the Customer.

4.5 Unless RAC has agreed otherwise, RAC shall revise its charges and Fees from time to time and shall give reasonable notice of any changes to charges and Fees.

4.6 No refunds shall be made on termination of this Agreement prior to its expiry. Statutory rights are unaffected. Termination shall not affect the Customer's liability for charges and Fees incurred at the date of such termination.

4.7 RAC reserves the right to take legal action against anyone who uses the Services dishonestly or in RAC's reasonable opinion misrepresented the Fleet Profile on which RAC bases Fees and charges for Services. RAC reserves the right to reassess the Fees, and the Customer shall pay the reassessed Fees as from the Commencement Date or date of signature of the Agreement, whichever is earlier.

4.8 When the Customer requests RAC to provide Services or Parts, other than those previously agreed, RAC will give an estimate of the likely cost of such Services or Parts. The Customer acknowledges that because of the variable nature

of the Services or Parts which could be provided, RAC is unable to give a binding estimate or quote and the Customer shall pay the actual cost of the Services and/or Parts provided.

4.9 RAC reserves the right to withdraw Services and/or to require advance credit card payments and/or transfer the Customer to a Pay On Use basis on reasonable notice, subject to a pro-rata refund of any Subscription Fee paid.

## 5. Commencement, Duration and Termination

5.1 This Agreement shall commence on the Commencement Date and, subject to the remaining provisions of Clause 5 shall continue for a fixed period of 12 months following the Commencement Date ("Initial Period") and thereafter subject to payment of the Fees (as may be varied in accordance with Clause 4.5) shall renew automatically from the day following the end of the Initial Period for fixed periods of 12 months (each such 12 month period being a "Renewal Period").

5.2 The Customer may terminate (cancel) this Agreement:

5.2.1 within 14 days from the Commencement Date during the Initial Period subject to the payment of any Fees which RAC may render on a Pay On Use basis for any Services used in the Initial Period; and

5.2.2 within 14 days from the Commencement of a Renewal Period subject to the payment of any Fees which RAC may render on a Pay On Use basis for any Services used in the Renewal Period.

5.3 The terms and conditions set out in this Agreement shall apply to any Renewal Period except to the extent as may be varied by RAC in writing prior to a Renewal Period.

5.4 Either Party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

5.4.1 that other Party commits any material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy (a breach shall be considered capable of remedy if the Party in breach can comply with the provisions in question in all material respects), fails to remedy the breach within thirty (30) days after the receipt of a written notice specifying the breach and requiring it to be remedied;

5.4.2 that other Party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any compound with its creditors or has an order made or a resolution passed for it

to be wound up (other than for the purpose of a bona fide solvent reconstruction or amalgamation);

5.4.3 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party; or

5.4.4 that other Party ceases, or threatens to cease, to carry on business.

5.5 If a force majeure event as set out in Clause 11 prevails for a continuous period in excess of twenty eight (28) days, the Party not claiming force majeure shall be entitled to terminate this Agreement forthwith by written notice.

5.6 Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other of its provisions.

5.7 The provisions of clauses 1, 4, 5, 7, 10, 12, 13, 15 and 17 shall survive any termination or expiration of this Agreement.

## 6. Data protection and information security

6.1 Under this Agreement RAC is the Data Controller and will use Personal Data supplied by the Customer for the purposes specified in the Data Protection Notice.

6.2 RAC and the Customer agree to comply with the obligations imposed on them under the Data protection Act 1998.

## 7. Intellectual Property

7.1 The Customer hereby acknowledges that all intellectual property rights in the Services and the RAC Logo (including without limitation goodwill) are the absolute property of RAC and the Customer shall make no use of the RAC Logo or claim ownership or do anything to adversely affect the ownership or exercise of such rights by RAC.

7.2 The Customer shall not reproduce any logo, trade mark, service mark or name of RAC in any form nor hold itself out as being in any way connected with RAC.

## 8. Records and Audit

8.1 Each Party shall keep separate records and full and accurate accounts of all business transacted pursuant to this Agreement.

8.2 The Customer shall co-operate openly and fully with any regulatory body to which RAC and/or any of the insurers on whose behalf RAC sells any of the Products is subject in the discharge of its



functions in relation to RAC or such insurers, and shall grant to such body such access as is reasonably required to ascertain compliance with the Regulatory Requirements.

## 9. Assignment

9.1 Except as provided in this Agreement the Customer may not assign, subcontract or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the previous written consent of RAC which it may in its absolute discretion withhold.

## 10. Notices and Service

10.1 Any formal notice under this Agreement to be given by either Party to the other shall be in writing and sent by hand delivery, facsimile transmission, first class, registered or recorded delivery post and be sent to the address set out at the commencement of this Agreement (or such other address as may be notified by either Party to the other from time to time). Any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery, or if sent by post, upon expiration of forty eight (48) hours after posting.

10.2 Any notice or any other information sent by facsimile transmission shall be deemed to have been duly sent on the day of transmission, provided that a confirming copy thereof is sent by recorded delivery post to the other Party no later than the next Working Day.

10.3 Any notices or legal proceedings concerning or arising out of the Agreement shall be served on the Company Secretary of the Party to be served at its registered office.

## 11. Force Majeure

11.1 With the exception of the Customer's obligations to make payments hereunder, neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or nonperformance is due to any circumstances beyond the reasonable control of that Party of which it has notified the other Party in writing and the time for performance of that obligation shall be extended accordingly.

## 12. Applicable law and resolution of disputes

12.1 This Agreement shall be governed by and construed in all respects in accordance with the

laws of England and the Parties hereby submit irrevocably to the exclusive jurisdiction of the English courts.

## 13. Entire Agreement

13.1 This Agreement together with the Application Form represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all agreements and representations made by either Party, whether oral or written. The Parties agree that, save as expressly set out herein, neither Party will have any liability for any untrue statement or representation made by it (whether innocently or negligently) upon which the other Party relied in entering into this Agreement, unless such untrue statement or representation was made fraudulently. This Agreement shall prevail over any inconsistent terms and conditions in any other agreement between the Parties or referred to in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished. Nothing in this Agreement shall operate so as to exclude liability for fraudulent misrepresentation.

13.2 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

13.3 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the Parties unless expressly agreed in writing by the Parties.

## 14. Variation

14.1 Subject to clause 14.2 below, no variation of this Agreement shall be effective unless it is recorded in writing and signed by the Parties.

14.2 RAC may vary the terms of this Agreement by giving written notice to the Customer at any time if required to do so by the FSA or in response to any change to the Regulatory Requirements.

## 15. Exclusions and Limitations

15.1 In any claim by the Customer against RAC arising either from a failure of RAC to perform its obligations under this Agreement or from any negligent act or omission committed by RAC its servants, agents or contractors, RAC shall not be liable for any losses, damages, costs or expenses which go beyond those arising directly from such breach, act or omission and in any event:

15.1.1 RAC shall not be liable for indirect losses, nor for consequential losses; nor

15.1.2 any loss of profit, loss of revenue, loss of business, loss of contracts or loss of anticipated savings howsoever arising and whether direct or indirect; and

15.1.3 RAC's liability shall (except in the case of death or personal injury) not exceed £2,500 or the total revenue due to be received by RAC under this Agreement as at the Commencement Date (whichever is higher) in aggregate during the whole of the period during which RAC shall be obliged to perform the Services under this Agreement.

15.2 The Customer acknowledges that the Fees payable under this Agreement have been calculated taking into account the amount of liability RAC accept under this Agreement. If requested by the Customer in writing, RAC may agree to accept greater liability than that set out under this Agreement but RAC may increase the Fees payable by the Customer under this Agreement in order to reflect such greater liability.

## 16. Complaints Procedure

16.1 If the Customer has any complaints about the Service provided by RAC under this Agreement, it should notify RAC at the address or telephone number referred to in the Complaints Procedure. RAC will investigate the complaint in accordance with the Complaints Procedure.

## 17. Miscellaneous

17.1 The Customer enters into this Agreement on its own behalf only and not as agent for any Driver or any other person.

17.2 Nothing in this Agreement is intended to nor shall operate to confer on any third party (including, without limitation, on any Driver) any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.

## 18. Regulatory Status Information and Financial Services Compensation Scheme

18.1 Roadside and Recovery products are provided by RAC Motoring Services. Onward Travel and European Cover are underwritten by RACIL.

18.2 RAC Motoring Services (in respect of insurance mediation activities only) and RACIL are authorised and regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme (the "Scheme"). You can

check Authorisation on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

18.3 The Customer acknowledges that it may be entitled to compensation if RAC cannot meet those obligations that are covered by the Scheme. This depends on the type of business and the circumstances of the claim. Insurance is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

18.4 Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 892 7300.

## Annex I UK Roadside Assistance

In this Annex I references to We, Us and Our means RAC, and references to You and Your means the Customer and anyone acting with apparent authority of the Customer.

### How to obtain Assistance

Services in the United Kingdom, Jersey, Guernsey or the Isle of Man

If the Vehicle has a Breakdown in the Territory, please follow these simple steps:

1. Telephone Us on the breakdown number that has been provided to you.
2. Advise the operator that You have Select cover scheme code.
3. Provide Your details to the operator.
4. Advise the operator of the location of the Vehicle, the nature of any fault, and provide any other information requested by the operator.

Please do not go ahead and make Your own arrangements, as We cannot arrange reimbursement of costs incurred without prior authorisation.

### 1. Roadside

Roadside is only available if Your Product includes Roadside.

If an Eligible Vehicle has had a Breakdown on a public highway in the Territory and RAC can gain access and reasonably provide Service RAC will send assistance to try and repair the Eligible Vehicle at the roadside.



Roadside includes 30 minutes free labour at the scene of the Breakdown. If RAC are unable to mobilise the vehicle within a reasonable time RAC will take the Eligible Vehicle, Driver and up to 7 people to a destination of Your choice within ten miles from the scene of the Breakdown. If there are more than 5 people this may require two separate means of transportation.

On a Cost Plus basis RAC will tow or transport any Eligible Vehicle;

- which, in RAC's reasonable opinion, is loaded beyond its legal limit; or
- if the Eligible Vehicle is in a position where RAC can only work on it or move it without causing damage to gain access to work on it unless otherwise authorised to do so by the vehicle owner; or
- where wheels have been removed.

Roadside excludes:

- Routine servicing of Your Eligible Vehicle
- Replacing tyres or windows
- The cost of ferry crossings
- Eligible Vehicles being demonstrated or delivered by motor traders, or used under trade plates
- Any storage charges incurred when You are using the Services
- Eligible Vehicles which in Our reasonable opinion, are unroadworthy even if repaired under this Agreement
- Labour at any garage to which the Eligible Vehicle is taken
- Transport of animals. RAC may at its discretion arrange their onward transportation provided this is solely at Your risk and on a Cost Plus basis. RAC will neither insure nor accept responsibility for any losses or damage in connection with onward transportation of animals
- Missing or broken keys, although on Your request and on a Cost Plus basis We will try to arrange the services of a locksmith
- Driver-induced or preventable faults including but not limited to: lack or shortage of fuel or power, puncture with no legal spare, lock outs, lost keys, contaminated fuel. If requested RAC will provide Roadside Services on a Cost Plus basis

- Attendance following a road traffic accident, or where Your Eligible Vehicle has been damaged by fire or theft/attempted theft. If requested RAC will provide Roadside Services on a Cost Plus basis.
- The cost of parts, Specialist Equipment, fuel or other supplies. If requested RAC will arrange for these services on a Cost Plus basis.

## 2. Recovery

Recovery is only available if your Product includes Recovery.

Recovery has the same benefits and exclusions as Roadside but with the following variations:

- If RAC cannot repair the Eligible Vehicle locally within a reasonable time, RAC will take the Eligible Vehicle, Driver and up to 7 people to one destination of Your choice anywhere in the Territory. If there are more than 5 people this may require two separate means of transportation
- RAC will assist You if neither the Driver nor any passengers can drive the Eligible Vehicle, provided the Driver presents to RAC a medical certificate confirming his inability to drive. In the absence of a medical certificate, RAC will assist on a Cost Plus basis. (RAC will reimburse such costs upon presentation of a valid medical certificate)
- On a Cost Plus basis RAC will provide Recovery where RAC reasonably considers the Eligible Vehicle was broken down or unroadworthy at the time You entered into this Agreement
- On a Cost Plus basis Recovery will be provided where:
- RAC believe Recovery is being used to attempt to avoid paying repair costs. For example, if a vehicle can be repaired in a reasonable time RAC reserve the right not to provide Recovery;
- or
- RAC considers that the original fault giving rise to the first Recovery has not been properly repaired, RAC reserve the right to refuse to provide a second Recovery.

## 3. Onward Travel

1-day or 2-day Onward Travel is available if Your Product includes 1-day or 2-day Onward Travel and is available:

- in the Territory only and at RAC's sole discretion; and

- when an eligible vehicle cannot be repaired within a reasonable length of time and if requested within 24 hours of the initial request for assistance.

On a Cost Plus basis RAC will provide Onward Travel where RAC has been called to rectify failed repairs attempted by You or any third party on Your behalf or following a prior recent attendance by RAC.

On a Cost Plus basis or if You have paid for Onward Travel under Subscription RAC will arrange one of the following benefits at RAC's sole discretion and subject to availability:

either

(a) Replacement Car Hire

RAC will arrange for:

- The hire of a manual car of similar cubic capacity to Your Eligible Vehicle up to 1600cc for 24 hours or in accordance with Your Onward Travel entitlement if agreed otherwise in writing; and
- delivery of the vehicle but not collection.

Replacement car hire is subject to availability and the supplier's terms and conditions, which include, but are not limited to:

- Age limits
- Presentation of a current driving licence for the Driver
- Limits on endorsements
- Payment using a valid credit card
- A minimum deposit of £50 (refundable when the vehicle is returned undamaged with a full tank of petrol)
- A simple credit check, before releasing the Eligible Vehicle to the Driver complying with the 1998 Data Protection Act.

Hire cars are not available with a tow bar, and any caravan or trailer will, if eligible, be recovered under Recovery.

or

(b) Alternative transport:

If RAC determine that a hire car is not an appropriate solution for any reason, alternative transport may be provided instead as outlined below;

Where RAC reasonably considers that a hire vehicle is not appropriate RAC will arrange either Standard class rail or other transport of our choice for the Driver and up to 7 people to reach the end of their journey within the Territory, up to a maximum £150 a person or £500 for a party, whichever is less.

or

(c) Hotel accommodation:

If RAC determine that alternative transport is not an appropriate solution for any reason, hotel accommodation may be provided instead as outlined below;

One night's standard room only for the Driver and up to 7 people in a hotel of our choice, up to a maximum £150 a person or £500 for each party, whichever is less. (for the avoidance of doubt, this is accommodation only, food and other cost not included). You will have to pay for any extra hotel or transport costs.

On a Cost Plus basis RAC may provide a second use of the Onward Travel if the original fault has not been properly repaired.

Onward Travel excludes:

- Charges arising from use of a hire car, including fuel costs, deposit, insurance excess charges, collection and return of the Eligible Vehicle and any costs due to You keeping the car after the agreed period of hire;
- If You have an incident with the hire vehicle and make an insurance claim, You will be responsible for any excess;
- a second or other vehicle although RAC will try to arrange such Additional Services provided You pay for any resulting costs directly to the supplier.

4. General

Other than on a Cost Plus basis, RAC will not provide Recovery or Onward Travel for twenty-four hours after You enter into this Agreement, although RAC will provide Roadside only during this period.

An adult must accompany any child under the age of 16.

RAC cannot work on an Eligible Vehicle if it is unattended or attended by any child under the age of 16. Should any Eligible Vehicle be unattended on arrival, RAC will charge the relevant Pay On Use Fee and any other costs incurred unless agreed otherwise in advance in writing.

In the case of Subscription, Services do not cover Eligible Vehicles that have broken down as a result of taking part in a motor sport event.

The maximum specifications applying to Eligible Vehicles also apply to caravans and trailers except that the length must not exceed 7.0 metres (23ft) in length including tow bar.

RAC will recover Your Eligible Vehicle together with the caravan or trailer. However, if Your caravan or trailer breaks down in a way that means it cannot be repaired, RAC can arrange Recovery only on a Cost Plus basis.

Any repairs other than at garage premises shall be deemed temporary only and sufficient to enable the Eligible Vehicle to journey to the nearest garage and You should have a permanent repair carried out prior to any further use of the Eligible Vehicle.

RAC will not be liable in any circumstances for any infringement howsoever caused of any manufacturer's or dealer's warranty as a result of Services supplied.

If RAC appoints a third party to provide Additional Services You authorise RAC to make such appointment on Your behalf and as Your agent. Accordingly, You acknowledge and agree that such an appointment shall give rise to a contract between You and the third party. Your remedy for any breach of such a contract shall be against the third party and not against RAC. RAC will not be liable for the action or inaction of any third parties including without limit Contractors and suppliers who may provide Additional Services.

## 5. Accident Care

5.1 Accident Care is a service offered by RAC Legal Services as part of the UK Roadside Assistance cover. The Accident Care services are available for any Driver or passenger who has been involved in a road traffic accident in the United Kingdom in an Eligible Vehicle. The following are the services that RAC Legal Services can provide at the scene of the incident or afterwards:

### Advice

5.1.1 When the Driver or passenger phones, RAC Legal Services will give them advice on a wide range of issues, including what information they need to collect, whether they need to contact the police, and how to deal with the other party.

Call back – at a time to suit

5.1.2 RAC Legal Services will call the Driver or passenger back to deal with any other issues that they may have and to take our advice and assistance to the next level.

### Legal advice

5.1.3 RAC Legal Services can advise on many legal issues (regardless of fault), including uninsured losses, traffic offences and consumer disputes.

### Personal Injury Claims Service

5.1.3 RAC Legal Services can provide a personal injury consultation with a qualified legal professional and when possible pursue a personal injury claim on the Driver's/passenger's behalf where it believes there is a good case with likely prospects of success.

### Accident Care Terms and Conditions

5.2 Accident Care will only be provided following the Driver/passenger's involvement in a road traffic accident in the United Kingdom (please note that restrictions on certain services may apply in Northern Ireland).

5.3 RAC Legal Services can stop providing Accident Care at any time if it reasonably believes (at its discretion) that the service requested goes beyond the scope of Accident Care or will cause RAC to incur unreasonable costs on the claimant's behalf.

5.4 Accident Care is not an insurance policy.

5.5 Any contract for goods or services RAC Legal Services obtain on the Driver's/passenger's behalf will be between the Driver/passenger and the third party supplier (unless RAC Legal Services agree otherwise). RAC will not be responsible for the terms of any agreement with a third party supplier, or for the implications to the Driver/passenger of entering into a contract on those terms. Such contract will be subject to the terms and conditions of that supplier.

5.6 There may be additional charges for goods or services RAC Legal Services arrange on the Driver's/passenger's behalf. The Driver/passenger will be notified of any additional charges (either by RAC Legal Services or the third party supplier) before they are obliged to enter into any contracts with any third party suppliers.

## Annex II – European Roadside Assistance

For the purpose of this Annex II, the definitions contained herein shall apply.

### 1. How To Obtain Assistance

Your Company has entered into an agreement with RAC under which it is able to procure the following benefits and services.

To obtain help in the event of BREAKDOWN or if the only qualified Driver is medically unfit to drive, please call the RAC control centre listed under 2 below and state that your Vehicle has European Roadside Assistance and give the following information:

- Your name
- Your Company name
- Your location and telephone number – if you are on a MOTORWAY see also note 3
- The make and registration number of your vehicle.

### 2. Please call:

France & Monaco  
0800 290 112  
(freephone within France and Monaco only)

0472 43 52 55  
(pay call)

Republic of Ireland  
1 800 535 005  
(freephone)

Serbia & Montenegro  
99 33 472 43 52 55  
(pay call)

Azerbaijan, Belarus, Georgia, Russia, Ukraine  
810 33 472 43 52 55  
(pay call)

Rest of Europe  
00 33 472 43 52 55  
(pay call)

The telephone numbers are correct at the time of printing (March 2006).

### 3. Breakdowns on Motorways

On continental motorways (including service areas) you MUST use the roadside emergency telephones. You cannot call RAC control centres

from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix your vehicle – contact RAC using the numbers at 2 above as soon as you can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot - an authorised tariff is normally applicable. You should obtain a receipt to claim a refund on your return home.

### Mobile and car phones

RAC will not reimburse the cost of any telephone calls you make in connection with any Breakdown (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, you may still have to pay the cost of any international call.

Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with your service provider that your phone meets the requirements and standards for the countries in which you are travelling.

## The Services

Your Company has purchased an insurance policy from RAC to cover the services as described in this document only to the extent that RAC has agreed to provide those services pursuant to the terms of the policy between Your Company and RAC. If RAC is unwilling or unable to provide the services Your Company will not be obliged to provide those services to You or Your Party or to arrange for anyone else to do so. Please note that you do not have any rights under the policy between Your Company and RAC and nothing in this document gives you any rights against RAC.

This service covers Vehicles registered with the DVLA only and is available throughout the Territory.

There is an overall limit of £2,500 per claim.

## Definitions

Below are certain words that have a specific meaning and wherever these words appear they have the following meaning:

“Breakdown” means unforeseen mechanical or electrical failure during the Period of Cover in the Territory which has either immobilized Your Vehicle or made it unsafe to drive.

“Contractor” means any person, including RAC, who we use to provide the services described in this document.

“Conditions of Claim” means those conditions set out in this document.

“Details” means Your name and Vehicle registration number, make and model.

“Fulfilment Material” means the confirmation of policy coverage provided to You by Us or on Our behalf.

“Home” means the address where You live in the United Kingdom.

“Journey” means a trip abroad in Your Eligible Vehicle which includes any or all of the countries in the Territory.

“The Party/Your Party” means the persons including You, travelling with You for the whole period of Your Journey.

“Period of Cover” means the period during which the Vehicle has breakdown cover as set out in the Fulfilment Material.

“RAC” means RAC Motoring Services and/or RAC Insurance Limited.

“Resident of the United Kingdom” means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

“Specialist Equipment” is equipment in our view not carried by RAC patrols or RAC contractors.

“Territory” means those countries listed in the table below

“United Kingdom” or “UK” means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man.

“Us/Our/We” means Your Company and/or any third party acting on its behalf.

“You/Your” means the owner of the Vehicle and any other person driving the Vehicle with the owner’s consent.

“Your Company” means the company leasing the Vehicle and/or the owner and/or contract hirer of the Vehicle.

“Vehicle” means the vehicle You are driving whose Details have been provided by Us to Our Contractor.

## Service in the UK

This is provided under the terms of Your companies current UK Roadside Assistance product. European Roadside Assistance product does not cover service in the UK except as expressly contained in this document.

## Service whilst abroad

A Vehicle is covered only if it is being used for a Journey and returning to the United Kingdom within the Period of Cover. Any number of Journeys are covered each up to 90 days in duration but not for longer stays. In the event of a Breakdown We will procure the following subject to the limitations for each section as described in the service description:

### Roadside assistance

Cover is available for:

1. Attendance of local breakdown or garage services to repair the Vehicle at the roadside if possible; or
2. Tow of the Vehicle from the place of BREAKDOWN to the nearest local repairer where You may arrange repairs; and
3. Either:
  - (a) A contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown; or
  - (b) Inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
4. Storage charges for the Vehicle while awaiting repair or repatriation; and
5. The cost of wheel changes but not for replacement tyres.

Cover is not available for:

1. Any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the Vehicle is taken; or
2. Attendance following a road traffic accident, or where Your Eligible Vehicle has been damaged by fire or theft/attempted theft. If requested RAC will provide Roadside assistance on a Cost Plus basis.

3. The cost of parts used for roadside or garage repairs; or
4. The cost of any repairs not directly necessary to enable the Vehicle to continue the Journey on the same day; or
5. The cost any other supplies, including but not limited to Specialist Equipment.

If We cannot arrange the repair of the vehicle within 12 hours of being notified of a Breakdown, Cover is available for either:

- (a) Additional accommodation expenses A contribution of up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours.

Cover is not available for:

The costs of meals or any other costs.

or

- (b) Journey continuation or return home If the appropriate RAC control centre can confirm repairs to Your Vehicle will take more than 12 hours, or if Your Vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow You to either:
  - (i) continue the planned Journey during the period Your Vehicle is not roadworthy; or
  - (ii) return Home by direct route.

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

RAC will in its sole discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the vehicle when repaired as once the Vehicle is repaired and you have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when Your Vehicle is recovered in a roadworthy condition.

Cover is not available for:

1. Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.
2. The cost of any car hire beyond the period agreed with the appropriate RAC control centre.
3. Any car hire expenses after Your Vehicle is repaired except for the direct Journey to return and collect it.
4. First class rail fares.
5. Any costs under this benefit if they are for service You used at the same time as the above section "Additional accommodation expenses".
6. International drop charges where a vehicle hired from abroad is dropped within the UK.
7. The costs of hiring a motorcycle.
8. Any hire costs not arranged through RAC or agreed by RAC.

If RAC can confirm that repairs cannot be completed by Your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical Cover is available for either:

- (a) Vehicle repatriation to the United Kingdom
  - (i) The cost of taking the Vehicle by road transporter from abroad to Your Home or chosen UK repairer for repair in the UK; or
  - (ii) The cost of packing and freighting Your baggage if the Vehicle is declared a 'write-off' by the vehicle's insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your car keys.

Cover is not available for:

1. any repatriation not authorised by the appropriate RAC control centre.
2. repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to Glass's guide.



3. repatriation if Your Vehicle is roadworthy.
4. any claim if Your Vehicle is being repatriated and Customs in any country finds its contents are breaking the law.
5. any further costs in connection with a Vehicle once declared a write off by Us.

or

(b) Collection of vehicle left abroad for repair

Cover is available for the following costs for one person to collect Your Vehicle, repaired abroad after breakdown subject to an overall limit of £600:

- (i) Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- (ii) Additional homeward cross channel ferry fare for the repaired vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).
- (iii) Up to £30 per night for single room hotel accommodation necessary to complete the round trip – limited to room only.

Cover is not available for:

1. First class rail fares.
2. The cost of any meals.
3. The costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether Your Vehicle should be repaired abroad for You (or someone nominated by You) to return and collect.

## Authority for repatriation of repair

Please note, where RAC has agreed to provide You with assistance on a Cost Plus basis if Your Vehicle is not able to be driven due to a road traffic accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle as a write-off, authorise repair abroad or have the vehicle repatriated. We cannot repatriate the vehicle unless Your insurers first give their permission.

## Additional services

Cover is available for the following if applicable:

### Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally the Vehicle is covered for:

Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally. The fare for one person to collect parts from the appropriate railway station or airport.

Cover is not available for:

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

### Vehicle break-in, emergency repairs

In the event of damage to windows, windscreens or locks caused solely by forcible entry, or attempted forcible entry, You MUST report the matter to the police before contacting Us or within 24 hours of contacting Us, and MUST obtain a written report from the police.

RAC will:

1. Treat Your Vehicle as if a Breakdown had occurred and You will be entitled to all of the services set out in this document except repatriation of Your Vehicle.

Cover is not available for:

1. Any costs if You do not obtain a police report and submit it to us within 14 days of request.
2. Repatriation benefits as described under the section entitled "Vehicle Repatriation to the United Kingdom".

### Accidental damage to or loss of tent

Cover extends to:

A contribution to accommodation expenses if during the Period of Cover You are camping and Your tent is damaged accidentally making it unusable, or it is stolen.

Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

Cover does not extend to:

1. The cost of meals or any other costs.
2. Damage caused by weather conditions.
3. The cost of a replacement tent not authorized by Us.
4. Any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

## Urgent message relay service

Cover extends to:

The cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of breakdown.

Cover does not extend to:

1. The cost of non-urgent messages or messages to persons not described in the previous paragraph.
2. The cost of relaying any urgent message not arranged through the appropriate RAC control centre.

## Replacement Driver

Cover extends to:

The cost of providing a replacement Driver to drive Your Vehicle and The Parties to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified Driver.

Cover does not extend to:

Replacement Driver cost if there is another qualified Driver in The Party who is fit to drive.

For any costs associated with more than one claim per journey abroad

## Customs claims indemnity

Cover extends to:

Continental or Irish Customs claims for duty if:

- a) the Vehicle is beyond economic repair as a result of fire or theft abroad during the Journey and it has to be disposed of abroad under Customs supervision; or
- b) it is stolen abroad during the Journey and not recovered. RAC will deal with necessary Customs formalities. To arrange, please call:

RAC European Support, 0870 5 49 33 20

Monday-Friday 9am-5pm.

Cover does not extend to:

Any import duties not relating to the Vehicle.

## Requirements and Limitations Credit Card Details

RAC will require Your credit card details if RAC agree to arrange a service for You which is not covered by Our agreement with RAC or if it exceeds the limits set out in this document. If You do not provide RAC with your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

## Motorcycles

Motorcycles are covered on the same basis as other vehicles. However, it is not possible for RAC to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to arrange hire of a trailer for You to transport Your motorcycle.

## Caravans and trailers

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered.

You must make sure the Vehicle (including any caravan/trailer You wish to cover) meets all the laws of the countries You visit. This includes particularly weight limits for towing. If You do not comply with these laws We may refuse to arrange service.

RAC does its best to find solutions to motoring problems, but regrets it cannot arrange a replacement caravan or trailer in the event of breakdown. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

## Motor Insurance

We strongly recommend You tell Your motor insurers before taking Your Vehicle abroad. If You do not, Your insurance policy will only cover You for damage You might cause to other people or their property (third party cover). This means that You will not be covered for any loss or damage to Your vehicle. Your insurers will also need to know if You are towing a caravan or trailer.

## Availability of service in eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office – [www.fco.gov.uk](http://www.fco.gov.uk); or by telephoning The FCO Travel Advice Unit on: 0870 121 5151.

## Important self-drive hire car information

RAC will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar vehicle RAC may arrange two hire cars. RAC will only arrange this if there are two qualified Drivers in Your Party. Otherwise, RAC will arrange alternative means of transport.

Self-drive car hire arranged will be subject to the normal conditions of the hiring company. These will include limitations on Driver age, driving convictions and other licence endorsements etc. The Driver must also have held a full UK driving licence or equivalent for a minimum of one year (2 years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the

Driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period You could be liable for the equivalent of the first £150 – £550 (approximately) and have Your credit card charged. In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your Journey. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of Your Journey.

It cannot be guaranteed that a hire car will be available.

RAC cannot arrange the hire of motorized caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

RAC will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired vehicle from the nearest available place of supply.

## Special requirements for vehicles with over 9 seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact your local Department of Transport Area Office for details.

## Repayment of credit

You must pay back to Us on demand:

- a) any costs We have paid for which are not covered as described in this document;
- b) the cost of any spare parts supplied.

## Spares dispatch

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange the despatch of parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

## Unforeseeable losses or events

RAC will not be responsible for any unforeseeable losses nor for any indirect losses, consequential losses, losses of profit, loss of revenue or anticipated savings, loss of contracts, losses that were not caused directly by Us, or for any business losses. This does not affect Your statutory rights. This does not apply to any claim You have for death or personal injury.

RAC does not guarantee the provision of any of the benefits or services, if there is anything beyond RAC's reasonable control or the reasonable control of any service provider. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service to You.

## Taxi Bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to us. We will endeavour to reimburse reasonable expenses.

## Service providers

The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Our behalf and/or paid for by Us and/or RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for making

sure any repairs to Your Vehicle are carried out to Your satisfaction.

## Exclusions

In addition to any limits and exclusions noted elsewhere Vehicles are not covered for;

1. Costs for anything which was not caused by the Breakdown.
2. Breakdowns as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road.
3. The cost of all parts, garage, labour or other costs in excess of the limits set out in this document. Please note these costs are likely to be higher than in the UK.
4. Loss caused by any delay, whether the benefit or service is being provided by RAC or someone else (for example a garage, hotel, car hire company, carrier, etc).
5. Any incident affecting a vehicle hired by You even if arranged for You by Us.
6. Routine servicing of Your Vehicle, replacing tyres, missing or broken keys\*, replacing windows except under the 'vehicle break-in' cover.  
  
\*Keys which are locked inside an Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk.
7. Any claim caused directly or indirectly by:
  - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority;
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event.
8. Any claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.
9. Any claim as a result of vehicle BREAKDOWN due to:
  - a) running out of oil or water;
  - b) frost damage;
  - c) rust or corrosion;
  - d) tyres which are not roadworthy;
  - e) using the incorrect fuel.

10. Any claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
  11. Any claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence.
  12. Any claim which You have made under any other policy of insurance held by You. If the value of Your claim is more than the amount You can get from Your other insurance We may pay the difference subject to limits and exclusions.
  13. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at RAC's discretion and solely at Your risk. RAC will not insure any animal during any onward transportation.
  14. Any period outside Your Period of Cover.
  15. Any vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including Driver, light van, estate car, MPV or 4 x 4 sport utility vehicle and provided the vehicle conforms to the following specification:
    - maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
    - maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).
- In the Territory if the Vehicle requires repatriation We will arrange for repatriation of any caravan or trailer as well. Under this service the caravan or trailer has the same cover as the Vehicle except that no replacement caravan or trailer will be provided.
16. Any claim by You unless You are permanently resident in the United Kingdom; or employed by a company with a registered address in the United Kingdom.
  17. Any Vehicle which is not in roadworthy and in good mechanical condition at least 7 days before any booked Journey within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends.
  18. Any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the Driver). For minibuses the maximum is increased to 17 persons (including the Driver). Each person must occupy a separate fixed seat fitted during

vehicle construction and to the manufacturer's specification.

19. Any Vehicle if there are more persons than the seating capacity stated in the Vehicle's Vehicle Registration Document.
20. Your Vehicle if it is unattended.
21. Specialist Equipment costs. We will however arrange for the specialist services if needed, but you will have to pay for any additional costs direct to the contractor.

## Claims Procedure and Conditions

When providing assistance We make every effort to arrange on Your behalf all costs within the limits set out in this document. However, in some instances You may be asked to pay locally and reclaim costs on Your return to Home. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Roadside Assistance claims are handled by RAC Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall WS5 4QZ.

Freephone from the UK on 0800 1075861 or from Europe on 00 44 (0)161 332 1040

Fax 01922 746528

email [customer-care-operations@rac.co.uk](mailto:customer-care-operations@rac.co.uk)

If You have paid any cost which You believe is covered, please telephone RAC for a claim form immediately on Your return Home, quoting Your reference number. When returning Your completed claim form You should enclose relevant original receipts (not photocopies).

## Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any claim.

We may refuse to arrange reimbursement of expenses You are claiming back if You cannot provide original receipts or bills for the items You have paid.

Payment of claims depends on You complying with the following conditions.

1. You must make any claim on an RAC claim form, which must be received by RAC no later than one month after You return to Home. Claims which are not on an RAC claim form will not be accepted.

2. If RAC pay out money for You RAC can take over Your right to get that money back. You must cooperate with RAC as much as possible if requested by Us.
3. You must do all You can to prevent accident, injury, loss or damage, as if You were not covered.
4. You must forward to RAC any writ, summons, legal document or other communication about the claim as soon as You receive them.
5. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
6. You must not admit liability or offer or promise payment without RAC's written permission.
7. Your Vehicle must be in roadworthy and in good mechanical condition when You commence Your Journey.
8. If any claim is found to be fraudulent in any way Your claim will be forfeited.

## Travel Information for European Countries

The table overleaf outlines the items required to be carried to comply with local laws in addition to those RAC recommends in case of difficulties.

## Caring for our Customers

We and RAC are committed to providing you with the highest standard of service and customer care. We realise however, that there may be occasions when you feel you did not receive the standard of service you expect. Should you have cause for complaint about any aspect of the service provided to you, please contact RAC at the relevant address indicated below, where RAC will work with you to resolve your complaint.

RAC Europe Customer Care,  
RAC House,  
PO Box 200,  
Walsall WS5 4QZ  
Telephone: 0800 107 5861  
Email: [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk)

Please note that the above number should only be used for complaints about RAC's level of service, once You have returned Home. Any general enquiries relating to repatriation, claims or other matters associated with Our European Service should be directed to RAC European Support on 0870 5 49 33 20



## Country

## Motoring Accessories

## Driving Information

|                       | Headlamp converters | Warning triangle | Fire extn'shr | First aid kit | Spare bulbs | GB sticker     | Int'l driving permit | Min age for child in front seat with child restraint <sup>4</sup> | Drivers minimum age | Crash helmets for motor cyclists | Mo'way tolls charged |
|-----------------------|---------------------|------------------|---------------|---------------|-------------|----------------|----------------------|---|---------------------|----------------------------------|----------------------|
| Albania               | c                   | r                | r             | r             | r           | c              | y                    | -   | 18                  | c                                | n                    |
| Andorra               | c                   | c                | r             | r             | r           | c              | n                    | -   | 18                  | c                                | n                    |
| Armenia               | c                   | c                | c             | c             | r           | c              | y                    | -   | 18                  | c                                | n                    |
| Austria               | c                   | c                | r             | c             | r           | c <sup>5</sup> | n <sup>9</sup>       | 12  | 18                  | c                                | y <sup>11</sup>      |
| Azerbaijan            | c                   | c                | c             | c             | r           | c              | n <sup>8</sup>       | -   | 18                  | c                                | n                    |
| Belarus               | c                   | c                | c             | c             | r           | c              | y <sup>6</sup>       | -   | 18                  | c                                | n                    |
| Belgium               | c                   | c                | r             | r             | r           | c <sup>5</sup> | n                    | 12  | 18                  | c                                | n                    |
| Bosnia                |                     |                  |               |               |             |                |                      |   |                     |                                  |                      |
| Herzegovina           | c                   | c                | r             | r             | r           | c              | n                    | -   | 18                  | c                                | n                    |
| Bulgaria              | c                   | c                | c             | r             | r           | c              | n <sup>3</sup>       | 12  | 18                  | c                                | y                    |
| Croatia               | c                   | c                | r             | c             | c           | c              | n                    | 12  | 18                  | c                                | y                    |
| Cyprus (South)        | Not req             | c <sup>1</sup>   | r             | r             | r           | c              | n                    | 10  | 18                  | r                                | n                    |
| Czech Repub           | c                   | c                | c             | c             | r           | c              | y <sup>6</sup>       | 12  | 18                  | c                                | y                    |
| Denmark               | c                   | c                | r             | r             | r           | c <sup>5</sup> | n                    | -   | 18                  | c                                | n                    |
| Estonia               | c                   | r                | c             | c             | r           | c              | n                    | -   | 18                  | r                                | n                    |
| Finland               | c                   | c                | r             | r             | r           | c <sup>5</sup> | n                    | -   | 18                  | c                                | n                    |
| France                | c                   | r <sup>2</sup>   | r             | r             | r           | c              | n                    | 10  | 18                  | c                                | y                    |
| Georgia               | c                   | c                | c             | c             | r           | c              | y                    | -   | 18                  | c                                | n                    |
| Germany               | c                   | c                | r             | r             | r           | c <sup>5</sup> | n                    | 12  | 17                  | c                                | n                    |
| Gibraltar             | c                   | r                | r             | r             | r           | c              | n                    | -   | 18                  | c                                | n                    |
| Greece                | c                   | c                | c             | c             | r           | c <sup>5</sup> | n <sup>3</sup>       | 10  | 18                  | c                                | y                    |
| Hungary               | c                   | c                | r             | r             | r           | c              | n <sup>3</sup>       | -   | 18                  | c                                | y                    |
| Ireland               | Not req             | r                | r             | r             | r           | c <sup>5</sup> | n                    | 12  | 17                  | c                                | n                    |
| Italy                 | c                   | c                | r             | r             | r           | c <sup>5</sup> | n <sup>3</sup>       | 12  | 18                  | c                                | y                    |
| Latvia                | c                   | c                | c             | c             | r           | c              | n                    | -   | 18                  | r                                | n                    |
| Liechtenstein         | c                   | c                | r             | r             | r           | c              | n                    | 7   | 18                  | c                                | n                    |
| Lithuania             | c                   | c                | c             | c             | r           | c              | n <sup>9</sup>       | -   | 18                  | r                                | n                    |
| Luxembourg            | c                   | c                | r             | r             | r           | c <sup>5</sup> | N                    | 12  | 18                  | c                                | n                    |
| Macedonia             | c                   | c <sup>1</sup>   | r             | c             | r           | c              | n                    | 12  | 18                  | c                                | y                    |
| Malta                 | Not req             | c                | r             | r             | r           | c              | n                    | 11  | 18                  | c                                | n                    |
| Moldova               | c                   | c                | c             | c             | r           | c              | n                    | -   | 18                  | c                                | n                    |
| Monaco                | c                   | r                | r             | r             | r           | c              | n                    | 10  | 18                  | c                                | n                    |
| Netherlands           | c                   | c                | r             | r             | r           | c <sup>5</sup> | n                    | 12  | 18                  | c                                | n                    |
| Norway                | c                   | c                | r             | r             | r           | c              | n                    | -   | 17                  | c                                | y                    |
| Poland                | c                   | c                | r             | r             | r           | c              | n <sup>7</sup>       | 10  | 18                  | c                                | n                    |
| Portugal              | c                   | c                | r             | r             | r           | c <sup>5</sup> | n <sup>3</sup>       | 12  | 17                  | c                                | y                    |
| Romania               | c                   | c                | r             | c             | r           | c              | n                    | 12  | 18                  | c                                | n                    |
| Russia west of Urals  | c                   | c                | c             | c             | r           | c              | y                    | -   | 18                  | c                                | n                    |
| San Marino            | c                   | c                | r             | r             | r           | c              | n                    | 12  | 18                  | c                                | n                    |
| Serbia and Montenegro | c                   | c                | r             | c             | r           | c              | n                    | 12  | 18                  | c                                | y                    |
| Slovakia              | c                   | c                | r             | c             | r           | c              | n                    | 12  | 18                  | r                                | y                    |
| Slovenia              | c                   | c                | r             | c             | r           | c              | n                    | 12  | 18                  | r                                | y                    |
| Spain                 | c                   | c                | r             | r             | c           | c <sup>5</sup> | n <sup>3</sup>       | 12  | 18                  | c                                | y                    |
| Sweden                | c                   | r                | r             | r             | r           | c <sup>5</sup> | n                    | 7   | 18                  | c                                | n                    |
| Switzerland           | c                   | c                | r             | r             | r           | c              | n                    | 7   | 18                  | c                                | y                    |
| Turkey                | c                   | c <sup>1</sup>   | c             | c             | r           | c              | n                    | -   | 17                  | c                                | y                    |
| Ukraine               | c                   | c                | c             | c             | r           | c              | y                    | -   | 18                  | c                                | n                    |

c = Compulsory      r = Recommended      y = Yes      n = No

1. Two warning triangles are compulsory in Cyprus and Turkey. In Macedonia two warning triangles are required when towing a trailer.

2. Warning triangles or hazard warning lights are acceptable in France, but motorists are strongly recommended to carry a warning triangle in their vehicle.

3. Holders of old style green UK driving licences require an International Driving Permit for Bulgaria, Greece and Hungary and are recommended to obtain one for Italy, Portugal and Spain.

4. Where there is no figure shown there is no minimum age limit for a child in the front passenger seat.
5. A GB sign is not compulsory on vehicles with new style Euro-registration plates incorporating the European Union symbol (a circle of 12 stars on a blue background) with GB identification letters below. However, it is needed on vehicles which are also driven in a non-EU country.
6. UK photocard licence accepted (up to 90 days only in Czech Republic). For other licences (and over 90 days with photocard in Czech Republic) an IDP is required.
7. Valid UK licence accepted for stay of up to six months. Polish licence required for longer periods.
8. UK driving licence must be accompanied by certified translation into Azerbaijani.
9. In Austria a pink format or photocard licence is accepted. In Lithuania a photocard UK licence is accepted. Otherwise a UK licence is accepted only if accompanied by an identity document carrying a photograph, e.g. passport.
10. British driving licences and 1926/1949 IDP's are not accepted. No further information currently available.
11. In Austria and Switzerland when using a motorway a motorway tax disc must be displayed on the front windscreen. These are available to purchase upon entering the country.

Whilst every effort has been made to ensure the material in this chart is accurate, RAC cannot be held responsible for any subsequent changes.

## Annex III Pricing and Payment Structure

### Fees

#### UK Roadside Assistance/European Roadside Assistance/Minibus Assist

1. The Fees payable are as set out in the Application Form and the pricing sheet.
2. The Customer shall pay RAC at cost plus 15% for any replacement parts fitted to an Eligible Vehicle whilst providing Services.
3. The Customer shall pay RAC at cost plus 15% for any Specialist Equipment used by RAC whilst providing the Service.
4. At any time where Service is provided to a user of a vehicle that has satisfied the requirements of RAC but where it is subsequently established that such vehicle did not carry an entitlement to receive the Service, RAC shall be entitled to receive the Subscription Fee (in addition to any other Fee received) as if the vehicle had been an Eligible Vehicle. Such Subscription Fee shall be at the rate for Eligible Vehicles prevailing at the time Service is provided.
5. Where RAC provides UK Roadside Assistance and European Roadside Assistance on a Subscription basis and Usage in any three month period or for any three months of any six month period, reaches or exceeds 80% RAC may, on reasonable notice, vary the Subscription Fee and if this is not acceptable to You, transfer You to a Pay On Use arrangement and/or require You to make advance credit card payments, subject to the reimbursement of any pro-rata Subscription Fees paid.

## Invoicing and Payment

1. RAC shall invoice the Customer on a monthly or annual basis for the Fees due in respect of all Eligible Vehicles on the Eligible Vehicle List received by RAC in the preceding month for monthly or at the Commencement Date. The Customer shall pay such invoices pursuant to the provisions of Clause 4.

## Annex IV Complaints Procedure

In the event the Customer receives from an Driver any expression of dissatisfaction, whether oral or written, and whether justified or not, about a Product (a "Complaint"), the Customer shall within one Working Day pass full details of such Complaint to RAC, save where such Complaint is resolved by the Customer within one Working Day without cost to RAC.

We are committed to providing you with the highest standard of service and customer care. We realise however, that there may be occasions when You feel you did not receive the standard of service You expect. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated below, where We will work with You to resolve Your complaint.

### UK related complaints

If Your complaint relates to Services provided in the UK please write to:

RAC Europe Customer Care  
 RAC House  
 PO Box 200  
 Walsall WS5 4QZ

An acknowledgement that Your complaint has been received will be sent to You within 5 working days following which Your complaint will be investigated.

Please state that You are a Select customer and quote Your Customer name in any communication with Us.

## European related complaints

If Your complaint relates to Services provided abroad please write to:

Customer Care  
RAC Motoring Services  
RAC House  
PO Box 200  
Walsall  
WS5 4QZ

Telephone: 0800 107 5861 from the UK or 00 44 (0) 161 332 1040 from Europe  
Fax: 01922 746528  
Email: [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk)

Please note that the above number should only be used for complaints about Our level of service, once You have returned Home. Any general enquiries relating to repatriation, claims or other matters associated with Our European Service should be directed to RAC European Support on 0870 5 49 33 20

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours, We will send You an acknowledgment within 5 Working Days, along with a leaflet outlining Our complaints procedure, while We investigate Your complaint further.

If You have received our final response to your complaint or it has been eight weeks since your complaint was made to Us, and You remain unhappy, You may be entitled to take Your complaint to the Financial Ombudsman Service (FOS). Complaints that can be taken to the FOS are complaints about RAC Motoring Services' insurance mediation activities for Roadside, Recovery, At Home, Onward Travel and European Roadside Assistance products, and complaints about RAC Insurance Limited's underwriting and insurance mediation activities for Onward Travel and European Roadside Assistance.

You should write to:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products by eligible complainants. An eligible complainant is:

- A private individual;
- A business, which has an annual group turnover of less than £1 million;
- A charity which has an annual income of less than £1 million; or
- A trustee of a trust which has a net asset value of less than £1 million.

AND who is the policyholder of a relevant contract of insurance. For the avoidance of doubt, under this Agreement, the Customer is the sole policyholder.

Pay on Use and Cost Plus customers will not be eligible to refer complaints to the Financial Ombudsman Service, which is only available to customers that have purchased products on a Subscription basis and who are eligible complainants.

You have 6 months to refer Your complaint. Referral to the Financial Ombudsman Service does not affect Your right to take legal action against RAC Insurance Limited or RAC Motoring Services.

## Annex V Data Protection Notice

We will use Your information (the Customer's information and any other information provided by the Customer including any information relating to its customers where the Customer has given express permission to use such information) together with other information for administration, marketing, customer services and profiling Your purchasing preferences. We will disclose Your information to Our service providers, agents and to any organisation through which You joined RAC for these purposes. We may keep Your information for a reasonable period to contact You about RAC services.

We may share information with our business partners. They or We may contact You by mail, telephone, fax, SMS or e-mail to let You know about any goods, services or promotions that may be of interest to You. Please contact RAC if You do not wish to receive such information from RAC but remember that this will preclude You from receiving any special offers or promotions. To contact RAC, write to:

RAC Motoring Services

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

Also, unless You notify RAC to the contrary, You have consented to RAC transferring Your information to countries that do not provide the same level of data protection as the Territory, such as the US, if necessary for the above purposes. You have consented to a credit check (which may be noted on Your credit reference file) being made against You and/ Your business or director status, if applicable, at a credit reference agency and acknowledge that a copy of such search will be retained for a reasonable time. You consent to RAC processing Your data for the purposes of the prevention and detection of fraud, assessing Your credit worthiness and for credit scoring and to RAC retaining copies of such data for a reasonable time. Where You give RAC medical information about You or Your Drivers, You authorise RAC and act as the agent of Your Drivers to authorise RAC to process this data for the purpose of providing the Services.

You have a right to ask for a copy of Your information and correct any inaccuracies (for which a small fee could be charged). To make sure RAC follow Your instructions correctly and improve our service RAC records telephone calls.

## Annex VI Minibus Assist

For the purpose of this Service, a Minibus shall mean a minibus vehicle that is under seven years old, is wholly owned or contract hired or leased/contract leased by a business or organisation and is used principally for the purposes of that business or organisation. This service is not available to taxi's, couriers or hire vehicles or vehicles exceeding 3.5 tonnes unladen weight or 5.5metres long, or any vehicle with more than 17 fixed seats.

For the purpose of this Annex VI, references to Eligible Vehicle, means any vehicle qualifying for Minibus Assist as listed on the Eligible Vehicle List.

### 1. Roadside

Roadside is only available if Your Product includes Roadside.

If an Eligible Vehicle has had a Breakdown on a public highway in the Territory and RAC can gain access and reasonably provide Service RAC will send assistance to try and repair the Eligible Vehicle at the roadside.

Roadside includes 30 minutes free labour at the scene of the Breakdown. If RAC are unable to mobilise the vehicle within a reasonable time RAC will take the Eligible Vehicle, Driver and up to 16 people to a destination of Your choice. If there are more than 5 people this may require multiple means of transportation.

On a Cost Plus basis RAC will tow or transport any Eligible Vehicle;

- which, in RAC's reasonable opinion, is loaded beyond its legal limit; or
- if the Eligible Vehicle is in a position where RAC can only work on it or move it without causing damage to gain access to work on it unless otherwise authorised to do so by the vehicle owner; or
- where wheels have been removed.

Roadside excludes:

- Routine servicing of Your Eligible Vehicle
- Replacing tyres or windows
- The cost of ferry crossings
- Eligible Vehicles being demonstrated or delivered by motor traders, or used under trade plates
- Any storage charges incurred when You are using the Services
- Eligible Vehicles which in Our reasonable opinion, are unroadworthy even if repaired under this Agreement
- Labour at any garage to which the Eligible Vehicle is taken
- Transport of animals. RAC may at its discretion arrange their onward transportation provided this is solely at Your risk and on a Cost Plus basis. RAC will neither insure nor accept responsibility for any losses or damage in connection with onward transportation of animals
- Missing or broken keys, although on Your request and on a Cost Plus basis We will try to arrange the services of a locksmith
- Driver-induced or preventable faults including but not limited to: lack or shortage of fuel or power, puncture with no legal spare, lock outs, lost keys, contaminated fuel. If requested RAC will provide Roadside Services on a Cost Plus basis

- the cost of parts, Specialist Charges, fuel or other supplies. If requested RAC will arrange for these services on a Cost Plus basis.

## 2. Recovery

Recovery has the same benefits and exclusions as Roadside but with the following variations:

Recovery is only available if your Product includes Recovery.

- If RAC cannot repair the Eligible Vehicle locally within a reasonable time, RAC will take the Eligible Vehicle, Driver and up to 16 people to one destination of Your choice anywhere in the UK. If there are more than 5 people this may require multiple means of transportation.
- RAC will assist You if neither the Driver nor any passengers can drive the Eligible Vehicle, provided the Driver presents to RAC a medical certificate confirming his inability to drive. In the absence of a medical certificate, RAC will assist on a Cost Plus basis. (RAC will reimburse such costs upon presentation of a valid medical certificate).
- On a Cost Plus basis RAC will provide Recovery where RAC reasonably considers the Eligible Vehicle was broken down or unroadworthy at the time You entered into this Agreement.
- On a Cost Plus basis Recovery will be provided where:
- RAC believe Recovery is being used to attempt to avoid paying repair costs. For example, if a vehicle can be repaired in a reasonable time RAC reserve the right not to provide Recovery; or
- RAC considers that the original fault giving rise to the first Recovery has not been properly repaired, RAC reserve the right to refuse to provide a second Recovery.

## 3. Onward Travel

1-day Onward Travel is available if your Product includes 1-day Onward Travel and is available:

- in the Territory only and at RAC's sole discretion; and
- when a vehicle cannot be repaired within a reasonable length of time and if requested within 24 hours of the initial request for assistance.

On a Cost Plus basis RAC will provide Onward Travel where RAC has been called to rectify failed repairs attempted by you or any third party on your behalf or following a prior recent attendance by RAC.

On a Cost Plus basis or if You have paid for Onward Travel under Subscription RAC will arrange one of the following benefits at RAC's sole discretion and subject to availability:

either

- (a) Replacement Car Hire

RAC will arrange for:

- (a) The hire of one or more manual car(s) up to 1600cc, and to a maximum value of £25 per head for up to 24 hours in accordance with Your Onward Travel entitlement if agreed otherwise in writing to enable you and your party to arrive at your destination, and;
- (b) delivery of the vehicle but not collection.

Replacement car hire is subject to availability and the supplier's terms and conditions, which include, but are not limited to:

- (a) Age limits
- (b) Presentation of a current driving licence for the Driver
- (c) Limits on endorsements
- (d) Payment using a valid credit card
- (e) A minimum deposit of £50 (refundable when the vehicle is returned undamaged with a full tank of petrol)
- (f) A simple credit check, before releasing the Eligible Vehicle to the Driver complying with the 1998 Data Protection Act.

Hire cars are not available with a tow bar, and any caravan or trailer will, if eligible, be recovered under Recovery.

or

- (b) Alternative transport:

If RAC determine that a hire car is not an appropriate solution for any reason, alternative transport may be provided instead as outlined below;

Where RAC reasonably considers that a hire vehicle is not appropriate RAC will arrange either Standard class rail or other transport of our choice for the Driver and up to 16 people to reach the end

of their journey within the Territory, up to a maximum £25 a person or £500 for a party, whichever is less.

or

(c) Hotel accommodation:

If RAC determine that alternative transport is not an appropriate solution for any reason, hotel accommodation may be provided instead as outlined below;

One night's standard room only for the Driver and up to 16 people in a hotel of our choice, up to a maximum £25 a person or £500 for each party, whichever is less (for the avoidance of doubt, this is accommodation only, food and other cost not included). You will have to pay for any extra hotel or transport costs.

On a Cost Plus basis RAC may provide a second use of the Onward Travel if the original fault has not been properly repaired.

Onward Travel excludes:

- Charges arising from use of a hire car, including fuel costs, deposit, insurance excess charges, collection and return of the Eligible Vehicle and any costs due to You keeping the car after the agreed period of hire;
- If You have an incident with the hire vehicle and make an insurance claim, You will be responsible for any excess;
- a second or other vehicle although RAC will try to arrange such Additional Services provided You pay for any resulting costs directly to the supplier.





