

RAC Business Breakdown Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Who to contact

This is the number that **you** and/or a **driver** will need in the event that the **vehicle** has **broken down**, or has been involved in a **road traffic accident** or need to make any other **claim** under **RAC Business Breakdown**.

Broken down or been involved in a road traffic accident?
Phone 0333 202 3000

The RAC accident helpline is operated by Quindell Legal Services Limited who are authorised and regulated by the Solicitors Regulation Authority.

Please note that **you** may not have the benefit of all Sections of cover that are included in **your** policy booklet. To ensure that **you** are clear about which Sections **you** are covered for please read the **schedule** together with this policy booklet.

Checklist

Certain information is required when calling to make a claim.

1. **Your** or the **driver's** name
2. The **vehicle** registration number as shown on the **RAC Business Breakdown** card
3. The make and model of the **vehicle**
4. The exact location of the **vehicle**
5. **Your** or the **driver's** contact number
6. The nature of the fault

Remember

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

For reimbursement of payments made by **you** or a **driver** under Section D (Onward Travel) please submit proof of payment in accordance with these terms and conditions to **us** at:

RAC
Breakdown Customer Care
Great Park Road,
Bradley Stoke,
Bristol
BS32 4QN

Telephone charges

Call charges may apply. Please check with **your** telephone provider. Please note that **we** do not cover the cost of making or receiving telephone calls. Calls may be recorded and/or monitored.

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Policy Summary

RAC Business Breakdown

RAC Business Breakdown is intended to offer services relating to the breakdown of vehicles or road traffic accidents involving vehicles. This policy summary provides you with basic information about RAC Business Breakdown and the different Sections of cover. The full terms and conditions of the cover can be found later in this policy booklet. You will need to check the schedule to see which Sections of cover are applicable to you.

Who provides RAC Business Breakdown

RAC Motoring Services provides the cover under Sections A (Roadside), B (Recovery) and C (At Home) and provides the additional services.

RAC Insurance Limited provides the cover under Section D (Onward Travel).

RAC Motoring Services (in respect of insurance mediation activities only) is authorised and regulated by the Financial Conduct Authority. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Their firm reference numbers are 310208 and 202737 respectively. Authorisation can be checked on the Financial Services Register by visiting the website www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768.

Period of cover

RAC Business Breakdown is for a 12 month period.

Limits of cover

Your cover is subject to:

1. Limits on the usage of RAC Business Breakdown. In the event that usage in any consecutive three month period or for any three months of any consecutive six month period reaches or exceeds 80% (calculated as the number of call outs under Sections A and C divided by the average number of vehicles), RAC may, upon reasonable notice, vary the premium payable. If you do not accept the change in premium, you shall be entitled to cancel this policy in accordance with the cancellation process on page 19.
2. Limits of cover for certain types of claim and for Section D. Once these limits are reached we will not provide any further service under the cover. However we may be able to provide assistance for an additional cost.

These limits are set out in the full policy booklet.

To calculate the limits on the number of claims, any related claims arising out of the same breakdown or road traffic accident will be treated as one claim. These limits will also apply to all claims made by any person who can benefit under RAC Business Breakdown.

Cancellation of RAC Business Breakdown

You can cancel RAC Business Breakdown within the first 14 days following the effective date, renewal date or the date you receive this policy booklet with the schedule, whichever happens later. We will refund your premium in full unless you or a driver has made a claim within this period. If a claim has been made during this period no refund will be given.

There will be no refund if you cancel RAC Business Breakdown or remove Section/s B (Recovery), C (At Home) and/or D (Onward Travel) after this 14 day period.

If, after the 14 day cooling off period, you upgrade the cover at any time to include optional cover under Sections B, C and/or D that was not already included at the effective date, no further cooling off period will apply to this additional cover.

Contact details for notifying a claim

Please see page 3.

Complaints

Complaints should be made using the following details for all Sections:

1. Call our customer care number on:
0330 159 0338; or
2. Write to us at:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN
3. Email us at: breakdowncustomercare@rac.co.uk

Financial Ombudsman Service

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

If your complaint relates to any cover provided by RAC Motoring Services under Sections A (Roadside), B (Recovery), C (At Home) or the additional services including accident care, you may not be able to refer your complaint to the Financial Ombudsman Service. We will always endeavour to resolve your complaint to your satisfaction.

Financial Services Compensation Scheme

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

Summary of cover

The policy booklet outlines the features and benefits of the cover provided under each Section of cover.

The following table is a summary of the cover and benefits available as well as the significant and unusual exclusions or limitations for each Section of cover. The schedule will show which Sections of cover applies to you. For Sections B to D we will not cover any claim that occurs prior to or within the first 24 hours of joining or upgrading your cover, including if you add a vehicle to the cover. Any claims made during the first 24 hours of joining or upgrading will be limited to Section A only.

Anyone who can benefit under RAC Business Breakdown must comply with the terms and conditions to receive cover.

Section of cover	Included or optional	Significant features and benefits	Significant and unusual exclusions or limitations
Additional Services	Included	Arranging additional services related to a vehicle that are not covered under RAC Business Breakdown, including advice and general assistance.	You will need to pay for any additional services arranged.
Section A – Roadside	Included	<p>Roadside assistance if the vehicle has broken down in the United Kingdom, Guernsey, Jersey or the Isle of Man.</p> <p>When we can, we will fit parts up to the value of £300, exclusive of VAT, to enable the vehicle to be repaired or temporary repaired to allow it to continue its journey with minimal disruption to your business.</p> <p>Transportation of the vehicle, the driver and up to 7 passengers, or up to 16 passengers if the vehicle is a minibus, to a destination of your choice within the territory and up to 10 miles from the breakdown.</p>	<p>We will not cover the cost of any parts. When we fit parts up to the value of £300, exclusive of VAT, we will forward you an invoice for the cost of the parts. We will not fit any parts you have already purchased from a third party.</p> <p>We will not cover any breakdown within a ¼ of a mile of the driver's home as measured by us.</p> <p>The number of claims you can make is subject to our fair usage policy on page 9. This may also affect your optional cover.</p> <p>We will not cover a breakdown caused by a fault that we have previously provided breakdown cover for if we advised you or a driver that the repair was temporary and further repairs were required.</p> <p>We will not cover any service or benefits relating to a breakdown if the breakdown has been reported to us under a different RAC agreement, even if the services under your RAC Business Breakdown are more extensive than the RAC agreement the breakdown was reported under.</p> <p>We will not cover tyre faults if the vehicle is not carrying a serviceable spare tyre. We may attempt a temporary repair. If we are unable to repair the vehicle we will provide recovery up to 10 miles.</p> <p>We will not repair or replace glass.</p> <p>We will not cover any attendance following a road traffic accident, fire, flood, theft, or act of vandalism or other incident covered by a policy of motor insurance.</p>

Section of cover	Included or optional	Significant features and benefits	Significant and unusual exclusions or limitations
Section B – Recovery	Optional – Refer to the schedule	If we attend a breakdown under Section A , recovery of the vehicle to a destination of your or the driver's choice within the territory and transportation of the driver and up to 7 passengers, or up to 16 passengers if the vehicle is a minibus.	No cover for breakdown within a ¼ of a mile of the driver's home. We will not provide Recovery to more than one destination. For a breakdown relating to tyres, we will not provide a recovery of more than 10 miles where the vehicle is not carrying a serviceable spare tyre.
Section C – At Home	Optional – Refer to the schedule	Roadside assistance if the vehicle has broken down in the territory within a ¼ of a mile from the driver's home (as measured by us). Transportation of the vehicle, the driver and up to 7 passengers, or up to 16 passengers if the vehicle is a minibus, up to 10 miles.	We will not provide a tow of more than 10 miles.
Section D – Onward Travel	Optional – Refer to the schedule	If we attend a breakdown under Section A or C and we are unable to repair the vehicle, replacement vehicle hire for up to 2 consecutive days where your vehicle is not a minibus, or replacement car hire up to 24 hours where the vehicle is a minibus, whilst your vehicle is being fixed, or alternative transport costs to reach the intended end of the journey or hotel accommodation for the driver and up to 7 passengers, or up to 16 passengers if the vehicle is a minibus.	Replacement Vehicle Hire – We will provide a replacement car where the vehicle we attend is a car; or a replacement van where the vehicle we attend is a van (subject to availability). We will not provide specially adapted vehicles or, for car hire, any car other than the equivalent of a small hatchback. The driver must comply with the terms and conditions of the hire car company which includes but are not limited to age and licence restrictions. Alternative Transport - We will not cover transport costs over £150 per person or over £500 for all persons where the vehicle is not a minibus and over £25 per person or over £500 for all persons where the vehicle is a minibus. Hotel Accommodation - We will not cover accommodation costs for more than one night or over £150 per person or over £500 for all persons where the vehicle is not a minibus and over £25 per person or over £500 for all persons where the vehicle is a minibus.

Important information about your policy

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

RAC Business Breakdown is intended to offer services relating to the breakdown of vehicles or road traffic accidents involving vehicles. It meets the demands and needs of those who own, contract hire, lease or fleet manage vehicles and wish to ensure the risk of the breakdown of the vehicles are met now and in the future.

You may not have chosen to take out cover with us for Sections B (Recovery), C (At Home) and/or D (Onward Travel). Please refer to the schedule which sets out whether you have chosen Section/s B, C and/or D.

This policy booklet contains the benefits, conditions and exclusions that apply to each individual Section of cover (see Sections A to D) and the general conditions and exclusions that apply to all Sections of cover in this policy booklet. You and the drivers must meet these conditions or we may not provide you with RAC Business Breakdown cover.

We will provide you with an RAC Business Breakdown pack for each vehicle which includes the RAC Business Breakdown card for that vehicle. This should be kept in the vehicle to ensure we are able to provide the services under RAC Business Breakdown.

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

Please ensure these documents are kept in a safe place. If you cannot find any of your documents, call us on 0330 159 0784 to request a replacement.

This policy booklet together with the schedule is the contract of insurance between you and RAC Motoring Services in respect of the cover provided under Sections A (Roadside), B (Recovery), C (At Home) and any other services and you and RAC Insurance Limited in respect of the cover provided under Section D (Onward Travel).

Use of language

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

Law

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

Your terms and conditions

Cover

RAC Business Breakdown covers **you** and any **driver** with a full, valid driving licence when driving a **vehicle** that has been notified by **you** to **us**. **You** and each **driver** must comply with the terms and conditions under **RAC Business Breakdown**. Any failure of **you** or a **driver** to do so may impact on **your** rights under this **RAC Business Breakdown**, including whether **you** can make a **claim**. **You** should ensure that each **driver** is made aware of this as well as the level of cover under **RAC Business Breakdown**.

If **you** would like to change the **vehicles** covered under **RAC Business Breakdown**, please see Changes to your details in this policy booklet.

Period of cover

RAC Business Breakdown is for a 12 month period.

Payments by credit card

We may charge a credit card fee of up to two per cent of the total transaction value if **you** pay for the insurance **premium** or any additional services by credit card.

The credit card fee may also apply in circumstances, including but not limited to, upgrading or renewing **RAC Business Breakdown**.

You will be advised of when the credit card fee applies in advance of payment and the amount payable. **We** will also tell **you**, in advance, about any other charges that may apply relating to **RAC Business Breakdown**.

Limits of cover

Your cover under this **RAC Business Breakdown** is subject to limits on the number of **claims** that can be made under Sections A and C in accordance with Fair usage (Page 8).

Please refer to the terms of the Fair usage policy which set out these limits.

1. One **call out** will be any attendance by an **RAC patrol** or **RAC contractor** to a **vehicle** as a result of a call to the **RAC** under **RAC Business Breakdown**.
2. The limits will apply to all **claims** made by **you** and the **drivers** driving a **vehicle**.
3. If the number of **call outs/claims** set out under Fair usage is exceeded, **we** may vary the **premium** payable, upon reasonable notice. If **you** do not accept the change in **premium**, **you** shall be entitled to cancel this policy in accordance with the cancellation process on page 19.

Fair usage

In the event that **usage** in any consecutive three month period or for any three months of any consecutive six month period reaches or exceeds 80% (calculated as the number of **call outs** under Section A and C divided by the average number of **vehicles**), **RAC** may, upon reasonable notice, vary the **premium** payable. If **you** do not accept the change in **premium**, **you** shall be entitled to cancel this policy in accordance with the cancellation process under **RAC Business Breakdown** cancellation.

Pre-authorisation of costs of parts

To enable **us** to repair or provide a temporary repair to a **vehicle** following a **breakdown** and where this can be done safely at the roadside **you** authorise **us** to fit parts that cost up to the value of £300, exclusive of VAT, so that the **vehicle** can continue its journey as soon as possible with the minimum of disruption to **your** business. **We** will then send **you** an invoice for the cost of these parts. **You** must pay this invoice within 30 days of the invoice date.

Additional services provided by the RAC

If **you** or a **driver** requires additional services that are not covered under Sections A to D of **RAC Business Breakdown**, **we** may be able to arrange appropriate additional services at **your** or the **driver's** request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the **vehicle** above the £300 value set out above;
2. Receive specialist services to complete a repair of the **vehicle**;
3. Receive road traffic accident assistance in the **territory**;
4. Extend the hire period for any replacement vehicle;
5. Provide services where the number of **call outs** that can be made under **your RAC Business Breakdown** in a **period of cover** has been exceeded;
6. Provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by **us** will be agreed with **you** or the **driver** when the service is requested and before any costs are incurred.

If any person requests an additional service under **RAC Business Breakdown** that is not covered by Sections A to D, **you** will become liable for any costs relating to the additional service provided. To limit the risk of **you** having any unexpected costs, **we** will ask for **your** or the **driver's** proof of identity and, where possible, **we** will charge **you** or the **driver** for the costs of the additional service in advance.

However, **we** recommend that **you** ensure all **drivers** obtain **your** prior consent before **we** provide such additional services outside the terms of **RAC Business Breakdown** under any Section.

Accident care

In the event that any **driver** has been involved in a **road traffic accident** within the **territory**, **we** may be able to provide **you** and the **driver** with the following additional services:

Road traffic accident assistance

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

You or the **driver** will be liable to pay the road traffic accident assistance charge within 30 days of the recovery, in a single instalment. However, **you** or the **driver** may be entitled to recover this from their motor insurer. This will be subject to the terms and conditions of the relevant motor insurance policy. Alternatively, **you** or the **driver** may be able to recover this cost from a third party or their insurer, if the third party is considered liable for the **road traffic accident**.

Post accident assistance

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

Replacement vehicle assistance

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

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

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

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

Personal injury claims assistance

Our legal claims handler can provide a personal injury consultation with a firm of solicitors to assess the prospects of pursuing a claim for compensation for the **driver** and/or passenger's injuries and associated uninsured losses. If **our legal claims handler** feel that the **driver** and/or passengers have a claim then they may be able to act on the **drivers** and/or passenger's behalf and will advise the **driver** and/or passengers of any relevant terms and conditions of such assistance.

RAC Motoring Services is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our registration is recorded on the website www.claimsregulation.gov.uk.

Definition of words

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

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

means the **vehicle**, **caravan** or **trailer** (as applicable) is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle’s** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** will need to make **your** own way to a place of repair and any break down cover under this policy booklet will not apply;

“caravan”/“trailer”

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

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

“claim”/“call out”

means any request for service or benefit or for cover under any Section of **RAC Business Breakdown**;

“customer”/“you”/“your”

means the person or entity shown on the **schedule** and that, in respect of an individual is permanently resident in the **territory**, or in respect of an entity has its registered office/trading address in the **territory**;

“driver”/“their”/“they”

means any driver of a **vehicle** at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle** and is permanently resident in the **territory** including **you** where the **customer** is an individual person;

“effective date”

means the date that this **RAC Business Breakdown** policy begins as shown on the **schedule**;

“emergency service”

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

“expiry date”

means the date that this **RAC Business Breakdown** policy expires as shown on the **schedule**;

“home”

means the address in the **territory** where the **driver** permanently lives;

“legal claims handler”

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

“minibus”

means any UK registered vehicle which is constructed or adapted to carry more than 8 but no more than 16 passengers in addition to the **driver** and which is owned, contract hired, leased or fleet managed by **you** and that has been notified by **you** to **us** prior to the **effective date** or the date that the minibus is included under this **RAC Business Breakdown** following any Changes to your details under page 19 and that complies with the following specifications:

Max Weight (gross)	Max Width	Max Height
4.5 tonnes	2.3 metres (7ft 6in)	3 metres

"modified vehicle"

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

"period of cover"

means the period from the **effective date** to the **expiry date** (as shown on the **schedule**);

"premium"

means the basis upon which services will be provided under **RAC Business Breakdown** charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate as shown on the **schedule**;

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

means RAC Motoring Services in respect of Sections A, B and C and the additional services provided by the RAC and RAC Insurance Limited in respect of Section D and each of its authorised agents;

"RAC Business Breakdown"

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

"RAC contractor"

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

"RAC patrol"

means a technician employed by the **RAC**;

"road traffic accident"

means a traffic accident involving a **vehicle** within the **territory**;

"schedule"

means the document containing important details about **your RAC Business Breakdown** agreement, which must be read in conjunction with these terms and conditions;

"specialist equipment"

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

"territory"

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

"United Kingdom"

means England, Scotland, Wales and Northern Ireland;

"usage"

means the usage of the cover under Section A (Roadside) and Section C (At Home) for any period calculated as the number of **call outs** under Section A and C attended by **RAC** in that period divided by the average number of **vehicles** in that period expressed as a percentage;

"vehicle"

means either any UK registered vehicle which is owned, contract hired, leased or fleet managed by **you** and that has been notified by **you** to **us** prior to the **effective date** or the date that the **vehicle** is included under this **RAC Business Breakdown** following any Changes to your details under page 19 and that complies with the following specifications:

Max Weight (gross)	Max Width	Max Height
3.5 tonnes	2.3 metres (7ft 6in)	3 metres

or a **minibus**.

Motorcycles under 121cc and mobility scooters are not vehicles covered under **RAC Business Breakdown**.

Your Cover

SECTION A: Roadside

RAC Business Breakdown includes cover for Roadside as set out in this Section A. The number of **claims** which **you** and the **drivers** can make during the **period of cover** is subject to Fair usage (Page 8).

What is covered

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

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

In addition, where **we** require any part/s necessary to complete a repair or temporary repair to the **vehicle**, as long as the **RAC patrol** or **RAC contractor** have the required part/s and this can be done safely at the roadside, **we** will proceed with the repair and fit parts that cost up to the value of £300 excluding VAT so the **vehicle** can continue its journey as soon as possible with the minimum disruption to **your** business. **We** will invoice **you** for these parts. **You** must pay this invoice within 30 days of the invoice date.

If **we** transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of **you** or the **driver's** choice, **we** will:

1. Provide transport for the **driver** and up to 7 passengers, or up to 16 passengers if the **vehicle** is a **minibus**, of the **broken down vehicle** to that chosen destination. If more than 5 people require transportation, **we** may need to provide transport in separate vehicles; and
2. Relay urgent messages from the **driver** to a contact of **their** choice if the **vehicle** cannot be driven because of a **breakdown** or **road traffic accident**.

What is not covered

1. Any **breakdown** within a ¼ of a mile of the **driver's** home as measured by **us**;
2. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
3. The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section A;

4. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Business Breakdown**;
5. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised **you** or a **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs;
6. Any **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown** cover for that fault and advised **you** or a **driver** to replace the battery but the battery has not been replaced;
7. If **we** have been called out to a **breakdown** of a **caravan** or **trailer** and **we** cannot repair it at the roadside, **we** will not transport the **caravan** or **trailer**. This service may be available at an additional cost;
8. Assistance in a medical emergency; or
9. Servicing or assembly of a **vehicle**.

SECTION B: Recovery

Please refer to the **schedule** which sets out whether **RAC Business Breakdown** includes cover for Recovery as set out in this Section B. The number of **claims** which **you** and the **drivers** can make during the **period of cover** is subject to Fair usage.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** and not being able to repair the **vehicle** locally within a reasonable time, **we** decide to recover the **vehicle** in accordance with the cover under Section A, **we** will transport the **vehicle** (and any **caravan** or **trailer** attached to it) and the **driver** and up to 7 passengers, or up to 16 passengers if the **vehicle** is a **minibus**, of the **broken down vehicle** to a destination within the **territory** chosen by **you** or the **driver**. If more than 5 people require transportation, **we** may need to provide transport in separate vehicles.

We may also provide, at **our** discretion, a recovery service if the **driver** becomes ill during a journey in the **territory** and the **driver** cannot continue the journey as the **driver** has no one in the party of people travelling with the **driver** who can drive the **vehicle**. **We** may ask the **driver** to provide written confirmation from the treating hospital or medical expert that **they** are unfit to drive and prove **they** are the only viable driver in **their** party.

What is not covered

1. Recovery that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Recovery cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;

2. Recovery to more than one destination;
3. Where **we** can demonstrate that the recovery service as set out in this Section B, is being used by **you** and/or the **driver** to avoid the cost of repairing the **vehicle**;
4. Any recovery required as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised **you** or a **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs;
5. Any recovery required as a result of a **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown** cover for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
6. Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle**, **caravan** or **trailer**, **we** will not provide recovery over 10 miles where no serviceable spare tyre is carried by **you** or no suitable alternative (as recommended by the manufacturer) is available;
7. Assistance if the **driver** becomes ill during a journey in the **territory**, or in any other medical emergency, if the **driver** is safely able to continue **their** journey, including where anyone travelling with the **driver** is able to drive the **vehicle**;
8. If **we** have been called out to a **breakdown** of a **caravan** or **trailer** and cannot repair at the roadside, **we** will not transport the **caravan** or **trailer**. This service may be available at an additional cost; or
9. A second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions.

SECTION C: At Home

Please refer to the **schedule** which sets out whether **RAC Business Breakdown** includes cover for At Home as set out in this Section C. The number of **claims** which **you** and the **drivers** can make during the **period of cover** is subject to Fair usage.

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** during the **period of cover** within a ¼ of a mile of the **driver's home** as measured by **us**, **we** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle**, **caravan** or **trailer** at the roadside or the **home**; or
2. If **we** are unable to permanently repair the **vehicle**, **caravan** or **trailer** at the roadside or at the **driver's**

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

In addition, where **we** require any part/s necessary to complete a repair or temporary repair to the **vehicle**, as long as the **RAC patrol** or **RAC contractor** have the required part/s and this can be done safely at the roadside, **we** will proceed with the repair and fit parts that cost up to the value of £300 excluding VAT so the **vehicle** can continue its journey as soon as possible with the minimum disruption to **your** business. **We** will invoice **you** for these parts. **You** must pay this invoice within 30 days of the invoice date.

What is not covered

1. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
2. The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section C;
3. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Business Breakdown**;
4. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised **you** or the **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these further repairs;
5. Any **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown** cover for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
6. Servicing or assembly of a **vehicle**;
7. Assistance in a medical emergency; or
8. If **we** have been called out to a **breakdown** of a **caravan** or **trailer** and cannot repair at the roadside, **we** will not transport the **caravan** or **trailer**. This service may be available at an additional cost.

SECTION D: Onward Travel

Please refer to the **schedule** which sets out whether **RAC Business Breakdown** includes cover for Onward Travel as set out in this Section D.

What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **territory** during the **period of cover** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **we** are unable to repair the **vehicle** in accordance with the cover under Section A (Roadside) or Section C (At Home). **We** will provide **you** or the **driver** with one of the following benefits to assist the **driver** on **their** onward journey:

1. Replacement vehicle hire; or
2. Alternative transport costs; or
3. Hotel accommodation,

as described in more detail below.

In order for **you** to **claim** reimbursement of payments made by **you** or a **driver** under this Section D **you** or the **driver** must have proof that **you** or the **driver** have made such payment before **we** reimburse **you** or the **driver**, for example a receipt or invoice relating to the payment. **You** must send such proof to **us** at the breakdown customer care address as shown on page 2. All monetary values are inclusive of VAT.

What is not covered

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

1. **We** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**;
2. **We** advised **you** or the **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs; or
3. Any assistance where the **vehicle** is a taxi.

Replacement Vehicle Hire

What is covered

Where the **vehicle** is not a **minibus** **we** will either (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement vehicle while your **vehicle** is being repaired as a result of the **breakdown** up to a maximum of two consecutive days or until the **vehicle** has been repaired, whichever is sooner.

We will provide a replacement car where the vehicle **we** attend is a car; or a replacement van where the vehicle **we** attend is a van. Any replacement car will be limited to a small hatchback. **We** will ensure the hire car has an automatic gearbox, if required by the **driver**; and

- b. insurance for the replacement vehicle, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If **you** or the **driver** do not comply with the terms and conditions of the hire company used by **us** and **we** agree for **you** or the **driver** to make **their** own arrangements for a replacement vehicle with another hire car supplier, **we** will reimburse **you** or the **driver** up to £35 per day, up to a maximum of two consecutive days or until the **vehicle** has been repaired, (whichever is sooner) for the cost of the replacement vehicle hire arranged by **you** or the **driver**.

Where the **vehicle** is a **minibus** **we** will either (subject to availability):

1. Arrange for:
 - a. the hire cost of one or more replacement car(s) while the **minibus** is being repaired as a result of the **breakdown** up to a maximum of 24 hours to enable the **driver** and passengers to arrive at the original destination, up to a maximum value of £25 for each occupant of the **minibus**. **We** will only provide more than one replacement car if there is a person in the party of people travelling with the **driver** who can legally drive the replacement car and complies with the terms and conditions of the hire company used by **us**. Any replacement car will be limited to a small hatchback. **We** will ensure the hire car has an automatic gearbox, if required by a driver; and
 - b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If **you** or the **driver** do not comply with the terms and conditions of the hire company used by **us** and **we** agree for **you** or the **driver** to make **their** own arrangements for a replacement hire car with another hire car supplier, **we** will reimburse **you** or the **driver** up to £25 per occupant, up to a maximum of 24 hours to enable the driver and passengers to arrive at the original destination for the cost of the replacement car/s arranged by **you** or the **driver**.

What is not covered

1. Any replacement vehicle hire arranged by **us** where the driver of the replacement vehicle does not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the **driver** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;
2. Any replacement vehicle hire arranged by **you** or the **driver** that has not been agreed with **us** prior to the **driver** making the arrangements;

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

Alternative Transport

What is covered

Where the **vehicle** is not a **minibus**:

We will arrange rail, air or other public transport for the **driver** and up to 7 passengers of the **broken down vehicle** to reach the intended end of the journey within the **territory** and reimburse **you** or the **driver** for the costs of such transport up to £150 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional transport costs.

Where the **vehicle** is a **minibus**:

We will arrange rail, air or other public transport for the **driver** and up to 16 passengers of the **broken down minibus** to reach the intended end of the journey within the **territory** and reimburse **you** or the **driver** for the costs of such transport up to £25 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional transport costs.

Hotel Accommodation

What is covered

Where the **vehicle** is not a **minibus**:

We will arrange one night's hotel accommodation for bed and breakfast only for the **driver** and up to 7 passengers of the **broken down vehicle** in a hotel of **our** choice and reimburse **you** or the **driver** for the costs of such accommodation up to £150 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs.

Where the **vehicle** is a **minibus**:

We will arrange one night's hotel accommodation for bed and breakfast only for the **driver** and up to 16 passengers of the **broken down minibus** in a hotel of **our** choice and reimburse **you** or the **driver** for the costs of such accommodation up to £25 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs.

Assistance in a Medical Emergency

What is covered

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

1. Arrange for one night's hotel accommodation for bed and breakfast only for the **driver** and up to 7 passengers of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of **our** choice and reimburse **you** or the **driver** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You** or the **driver** will have to pay for any additional hotel costs; and
2. Arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

What is not covered

1. Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies; or
2. Any assistance where the **vehicle** is a **minibus**.

General exclusions

The following exclusions apply to all Sections of **RAC Business Breakdown**.

RAC Business Breakdown does not cover:

1. Any **breakdown** or request for service occurring within the first 24 hours of **you** joining or upgrading (for the upgraded cover only) **RAC Business Breakdown**, however this 24 hour exclusion period will not apply on renewal of **RAC Business Breakdown** that includes the Section of cover being claimed under. For Section A (Roadside), **we** will attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken down** prior to **you** joining **RAC Business Breakdown**;
2. Any **vehicle** that is already at a garage or other place of repair;
3. Attendance following a **road traffic accident** in the **territory**. If a **driver** has been involved in a **road traffic accident** in the **territory** and would like **us** to recover the **vehicle** **we** may be able to assist for an additional cost;
4. Attendance following fire, flood, theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** or a **driver** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to assist for an additional cost;
5. **We** will not be liable in any circumstances for any infringement however caused of any manufacturer's or dealer's warranty as a result of services supplied;

6. **Vehicles** which have **broken down** on land to which **you, a driver or we** do not have permission to access;
7. **Vehicles** which have **broken down** as a result of:
 - a. taking part in any motorsport event or activity which takes place off the public highway (including, without limitation, rallies or stock car racing) and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded; or
 - b. misfuelling. **We** will not repair the **vehicle** including but not limited to draining or removing the fuel under **RAC Business Breakdown**. **We** may be able to drain and remove the fuel for an additional cost. **We** will only recover the **vehicle** to a garage within 10 miles of the **breakdown**. **We** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;
8. **Vehicles** being demonstrated or delivered under trade plates;
9. The recovery of any **caravan** or **trailer** in the **territory** except where the **vehicle** that was towing the **caravan** or **trailer** has **broken down**. If **you or a driver** would like **us** to recover any **caravan** or **trailer** in these circumstances, **we** may be able to assist for an additional cost;
10. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
11. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). **We** may be able to arrange breakdown and recovery services with **specialist equipment** if needed for an additional cost;
12. Transportation of any horses or livestock;
13. Any services or benefits relating to a **breakdown** that was reported under a different RAC agreement to this **RAC Business Breakdown**. To receive any services or benefits under this **RAC Business Breakdown**, **you** must have reported the **breakdown** against this **RAC Business Breakdown**;
14. Any costs:
 - a. incurred without **our** prior consent. All requests for service must be made directly to **us**.
 - b.
 - i. relating to repairs of wheels and tyres and costs relating to any **vehicle, caravan** or **trailer** not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
 - ii. of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for **you** to reach a garage to get the tyre replaced;
 - c. relating to **you** or a **driver** having failed to carry or having misused any equipment provided by the **vehicle, caravan** or **trailer** manufacturer for the purposes of removing the **vehicle, caravan** or **trailer** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs or replacement to glass in the **vehicle**. In the **territory we** will arrange the recovery of the **vehicle** to a nearby garage for assistance but **we** will not pay for any replacement glass or pay for the fitting of any glass. **You** or the **driver** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
 - e. relating to the keys to a **vehicle** being broken, lost, stolen, or locked in the **vehicle**. In the **territory we** may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. **We** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
 - f. for **vehicle** storage charges; or
 - g. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under **RAC Business Breakdown** and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
15. **We** will not be liable for any consequential or indirect losses. **We** shall not be liable for any losses relating to any business interests **you** or a **driver** (and **their** party) may have including, but not limited to, loss of profit or revenue, loss of opportunity or of business or for business interruption (except that this will not apply in relation to any **claim you** or the **driver** may have for death or personal injury);
16. **We** will not provide any service under **RAC Business Breakdown** if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances on **our** services;

17. In the event of involvement of an **emergency service**, **we** will not remove the **vehicle** until all **emergency services** concerned have provided **us** with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than **us**, **we** will not meet the cost of the removal;
 18. Any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs; or
 19. Any **claim** that exceeds the Fair usage.
8. **You** (if **you** are an individual) must be permanently resident in the **territory** or (if **you** are an entity) must have **your** registered office/trading address in the **territory**.

Upon request from **us**, **you** must provide **us** with proof that the **vehicle** is in a legal and roadworthy condition and allow **us** to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition, at any time. If **you** are unable to provide **us** with such proof, if **you** do not allow **us** to examine the **vehicle** or **we** consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, **we** reserve the right to refuse to provide any service under this **RAC Business Breakdown** relating to that **vehicle**. This means **we** may decline **your** or the **driver's** claim. Any repairs carried out by an **RAC patrol** or **RAC contractor** does not guarantee that the **vehicle** is in a legal and roadworthy condition.

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

General conditions

The following conditions apply to all Sections of this **RAC Business Breakdown**. If **you** or any **driver** does not comply with these conditions **we** may not be able to provide cover under **RAC Business Breakdown** and **we** may cancel this **RAC Business Breakdown**.

1. **You** must pay the **premium** for this **RAC Business Breakdown** and any applicable taxes by the due date set out in the **schedule** or this **RAC Business Breakdown** may be cancelled in accordance with the cancellation provisions on page 19 (**RAC Business Breakdown** cancellation). The **premium** for **RAC Business Breakdown** will be due in full in advance. **We** shall be entitled to charge interest on any amount overdue at the rate of 3% over the NatWest Bank base rate until the actual payment is received by **us**;
2. The **driver** must prove **their** identity by producing the valid **RAC Business Breakdown** card applicable to the **vehicle** **they** are driving;
3. **You** or a **driver** that can legally drive the **vehicle** and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If **they** are not, **we** will not provide any service related to the **breakdown**;
4. If **we** provide an onward transportation service of passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
5. If **we** provide an onward transportation service for the **driver** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** or the **driver's** own risk. **We** will not transport animals in the recovery vehicle and **we** will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
6. **We** will attend a **breakdown** at **your** request in good faith. By making a request for service under the terms of **RAC Business Breakdown** **you** confirm that **you** and **your vehicle** comply with all legal requirements;
7. Each **driver** must be authorised by **you** to be driving the **vehicle** and be permanently resident in the **territory**. If not, **we** will not be able to provide any service related to the **breakdown**;

Misuse of RAC Business Breakdown

You and each **driver** must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse **RAC Business Breakdown** by, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - b. false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - c. omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under **RAC Business Breakdown**;
 - d. providing false information in order to obtain a service that would not otherwise be covered under **RAC Business Breakdown**;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by **RAC Business Breakdown** attempting to obtain a service under **RAC Business Breakdown**; or
 - f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

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

1. Restrict the cover available to **you** or the applicable **driver** at the next renewal, if **you** wish to continue **RAC Business Breakdown** with us;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** or the applicable **driver** under this **RAC Business Breakdown** with immediate effect;
4. Immediately cancel this **RAC Business Breakdown** in accordance the cancellation provisions; and
5. Refuse to sell any services to **you** or the applicable **driver** in the future.

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

If any claim is found to be fraudulent in any way **RAC Business Breakdown** will be cancelled immediately and all claims forfeited and we may also take any of the additional steps as set out above.

Renewal of RAC Business Breakdown

Prior to the **expiry date** we will contact **you** to confirm whether **RAC Business Breakdown** will be renewed and, if so, any changes to the **premium** and the terms and conditions applicable to **RAC Business Breakdown** for the next **period of cover**. We will automatically renew **RAC Business Breakdown** for another 12 months and issue **you** with an invoice for the **premium** which is payable within 30 days of the invoice date. If **you** do not wish us to automatically renew **RAC Business Breakdown** **you** will need to contact us before the **expiry date**.

RAC Business Breakdown cancellation

Your right to cancel

You are entitled to cancel **RAC Business Breakdown** within the first 14 days following the **effective date** or the date **you** receive this policy booklet with the **schedule**, whichever happens later. **RAC Business Breakdown** will be cancelled with immediate effect. We will refund **your premium** in full unless **you** or a **driver** has made a claim within this period. If a claim has been made during this period no refund will be given. If upgrading **RAC Business Breakdown** at any time following the end of the initial 14 day cooling off period no refund is payable if **RAC Business Breakdown** is later downgraded or cancelled. If, after the 14 day cooling off period, **you** upgrade **RAC Business Breakdown** at any time to include optional cover under Section/s B (Recovery), C (At Home) and/or D (Onward Travel) that was not already included at the commencement of **RAC Business Breakdown**, no further cooling off period will apply to this additional cover.

You can cancel **RAC Business Breakdown** at any time on 30 days' written notice to us. We will not refund the **premium**. If **you** wish to cancel **RAC Business**

Breakdown please contact us using the details shown under How to contact us.

You can cancel **RAC Business Breakdown** in the event that we notify **you** that the **premium** will be amended as a result of **your usage of RAC Business Breakdown** (as set out on page 9) on prior written notice to us, such cancellation to take effect on the date of the change to the **premium**. We shall refund **your premium** subject to a deduction for the period from the **effective date** to the date of cancellation. This will be calculated (daily) on a pro-rata basis.

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

Our right to cancel

1. If any **premium** for **RAC Business Breakdown** is not paid by the applicable due date for payment as set out in the **schedule**, we will notify **you** in writing. If any payments of **premium** due are not made within 30 days of the original applicable due date, we may cancel **RAC Business Breakdown** with effect from the missed due date for payment;
2. We may cancel **RAC Business Breakdown** in the event of misuse of **RAC Business Breakdown** as set out in the General conditions. In the event that we decide to cancel **RAC Business Breakdown**, we will notify **you** in writing and **RAC Business Breakdown** will be cancelled with immediate effect;
3. Where we cancel **RAC Business Breakdown** we will not refund any **premium** that has already been paid or that is due to us; and
4. Where we cancel **RAC Business Breakdown**, we will request settlement of any outstanding **premium** or charges for services provided. If such sums are not settled following our debt collection process, we may take legal action and we may refuse to accept **your** custom in the future.

If **RAC Business Breakdown** is cancelled for any reason, the **vehicles** will no longer be covered by the **RAC** under **RAC Business Breakdown**.

Changes to your details

You must notify us immediately if **you** want to amend any details relating to **RAC Business Breakdown** including any change of address and any change to any **vehicle** to be covered under **RAC Business Breakdown**. **You** can do this by logging onto **your RAC Business Club** account at www.racbusinessclub.co.uk/login. Alternatively, **you** can contact us via email, on the phone number or at the address set out under 'How to contact us'.

If **you** increase the number of **vehicles** under **RAC Business Breakdown** during any period of cover **you** must pay the relevant applicable **premium** for the additional **vehicle/s**. We will invoice **you** for the additional

premium and if we do not receive payment within 30 days of the invoice date, the vehicle will be removed from cover under **RAC Business Breakdown** immediately. **RAC Business Breakdown** will apply to the additional vehicle/s from 24 hours following the date that you notify us that you want to add the vehicle. This means you and the drivers will not be able to benefit from the cover until the 24 hour period has expired. If you remove a vehicle from **RAC Business Breakdown**, we will not refund the applicable premium.

If necessary, we will provide you with a revised schedule reflecting the changes made to your details.

All communications from the **RAC** or our representatives shall be deemed duly sent if sent to your last known address.

Upgrading RAC Business Breakdown

You can upgrade **RAC Business Breakdown** at any time to include cover under Sections B to D if your vehicles are not used for taxi or private hire purposes or, where your vehicles are used for taxi or private hire purposes, for Sections B and/or C, that is not already included under **RAC Business Breakdown** by contacting us. If you do upgrade during any period of cover you must pay the relevant applicable premium for the additional Section of cover. If we do not receive any applicable premium within 30 days of the invoice date for an upgrade you have requested, we will not upgrade **RAC Business Breakdown** or will cancel the upgraded **RAC Business Breakdown** immediately and the additional services under the applicable Section of cover will not be included under **RAC Business Breakdown** with effect from the missed due date for payment.

If you upgrade to include any Section this Section of cover will apply from 24 hours following the date detailed on your revised schedule. This means you or the drivers will not be able to benefit from the cover until the 24 hour period has expired. We will provide you with a revised schedule setting out the Sections of cover applicable to **RAC Business Breakdown** and the date from which the cover has commenced.

Changes to RAC Business Breakdown terms and conditions

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

1. To respond proportionately to changes in general law in the territory or Europe or decisions of the Financial Ombudsman Service;
2. That are necessary to meet regulatory requirements; and/or

3. To reflect new industry guidance and codes of practice which increase the standards required for consumer protection or to make **RAC Business Breakdown** terms and conditions clearer and fairer to you.

Any change to **RAC Business Breakdown** terms and conditions (together with the reasons for such change) will be notified to you at least 21 days in advance of the date that the change is due to take effect. We recommend you notify any driver that is affected by the change.

If the change disadvantages you or any driver, you may cancel **RAC Business Breakdown** immediately by contacting us. You will be entitled to a refund of the premium paid to us subject to a deduction for the period from the effective date to the effective date of cancellation of **RAC Business Breakdown**. This will be calculated (daily) on a pro-rata basis.

How to contact us

General enquiries

For general enquiries about **RAC Business Breakdown**, including changes to the cover under **RAC Business Breakdown** and renewals please contact us as follows:

1. Call us on 0330 159 0784
Mon to Fri 9.00am to 5.00pm; or
2. Write to us at:
RAC Motoring Services
SME Business Team
RAC House
Thomas Street
Stretford
Manchester
M32 0HX
3. Email us at: fleetadministration@rac.co.uk

If you contact us in writing or call us please provide your full trading name, contact telephone number, **RAC Business Breakdown** number and, where applicable, the vehicle registration number. If you have any problems reading this policy booklet you can contact our customer services department on 0330 159 0784 for a large font or Braille version.

Complaints

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

If **you** are dissatisfied with any aspect of **our** breakdown services under Sections A (Roadside), B (Recovery), C (At Home), D (Onward Travel) or the additional services:

1. Call **our** customer care number on: 0330 159 0338; or
2. Write to **us** at: Breakdown Customer Care (See general address below); or
3. Email **us** at: breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any aspect of **our** services under Accident Care:

1. Call on: 0800 096 6999; or
2. Write to **us** at RAC Legal Customer Care (See general address below); or
3. Email **us** at: legalcustomercare@rac.co.uk

If **you** are dissatisfied with any other aspect of **our** customer service

1. Please call **our** SME Customer Services Team on: 0330 159 0784; or
2. Write to **us** at: Membership Customer Care (See general address below); or
3. Email **us** at: membershipcustomercare@rac.co.uk

Please include **your** account number and state that **you** are an SME Business Breakdown Customer.

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

RAC
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

If **you** contact **us** in writing, by calling **us** or by email please provide **your** full trading name, contact telephone number, **RAC Business Breakdown** account number and, where applicable, the vehicle registration number.

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

Financial Ombudsman Service

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**. If **your** complaint relates to any provision of services provided by RAC Motoring Services under Sections A (Roadside), B (Recovery), C (At Home) the additional services or Accident Care, **you** will not be able refer **your** complaint to the Financial Ombudsman Service.

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

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Section D (Onward Travel)) are covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, **you** may be entitled to compensation from the FSCS. This depends on the type of business and the circumstances of the claim.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1000 or 0207 741 4100 or by writing to:

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

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

Your data

Data protection statement

For the purposes of the Data Protection Act 1998, the data controller in relation to the personal data **you** supply is RAC Motoring Services (RACMS), (Registered No: 01424389), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. RACMS will share the information **you** provide, together with other information, with its group companies¹. RAC group companies (RACGC) will use this for administration, marketing, customer services and to calculate **your** premium. RACGC will disclose **your** information to **our** service providers and agents for these purposes. RACGC may keep **your** information for a reasonable period to contact **you** about **our** services. RACGC may transfer **your** information outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest, or for administrative, or **our** own marketing purposes. When **you** give **us** information about another person, **you** confirm that they have authorised **you** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice. **You** have the right to

ask for a copy of **your** information (for which RACGC will charge a small fee) and to correct any inaccuracies. RACGC may record telephone calls for staff training and evidential purposes. In assessing **your** application now or at renewal, RACGC or **our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made. RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

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

Sensitive data

By proceeding with this **RAC Business Breakdown**, **you** give **us** consent to use **your** sensitive personal data solely for the purposes for which **you** submit it.

Credit searches and use of third party information

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

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

Fraud prevention and detection

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

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

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

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

Informing you about products and services

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

RAC Motoring Services
SME Business Services – Customer Services Team
RAC House
Thomas Street
Stretford
Manchester
M32 0HX

