RAC BREAKDOWN COVER -KEYCHOICE POLICY BOOKLET – EUROPEAN ONLY

Terms and conditions

Please read and keep for your records





Contents

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	Page
Who to contact if you break down or need to make a claim	3
Definition of words	4
European Motoring Assistance	5
Requirements and Limitations	9
General Conditions	10
General Exclusions	10
How to make a complaint	10

If the vehicle has a breakdown in the United Kingdom, please refer to the full terms and conditions of UK cover which have been provided to you or your broker.

Who to contact

These are all of the numbers a **driver** will need in the event that the **vehicle** has **broken down** in **Europe**.

Broken down in territory 0330 159 0602

Broken down in France and Monaco

Freephone (from a landline) 0800 290 112

Pay call (from a mobile) 00 33 472 43 52 55

Broken down in Europe*

Calling from Europe (from a landline) 00 33 472 43 52 55

Calling from Republic of Ireland (ROI) 1 800 535 005

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

If a **driver** has hearing difficulties **RAC** can contacted using a Text Phone and prefix the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on 07855 828282

European Motoring Assistance

To request a claim form (from the UK) 0330 159 0342

<u>Email:</u>

Breakdowncustomercare@rac.co.uk

For repatriation queries 0330 159 0342

Telephone charges

Please note the **RAC** do not cover the cost of making or receiving telephone calls. **Our** calls be monitored and or recorded.

In the UK

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

In Europe

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

Breakdown on a motorway in Europe

If the **vehicle breaks down** or is in a **road traffic accident** on a motorway in **Europe we** advise the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a breakdown recovery vehicle. If they will not send a breakdown recovery vehicle, then contact **us**.

Motorways in France are privately managed, so in the event of a **break down** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones as **we** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. We will cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact **us** as soon as possible and, if the **vehicle** has not been repaired, we will arrange for ongoing cover under **RAC Breakdown Cover**.

Required terms

To ensure **we** can provide the services contained within European Motoring Assistance, the **driver** will need to make sure that **they** have the following original documents with them when **they** are on a **journey**. If a **driver** does not have these documents **we** may not be able to provide assistance:

- Credit card (required if a driver needs to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from the RAC);
- 2. Full UK Driving licence (photo card licence) and National Insurance number;
- Proof of RAC Breakdown Cover (such as the motor breakdown certificate);
- Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the vehicle on the journey.

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.

"beyond commercial economical repair"

means where the total cost required to repair the vehicle, including any taxes, is greater than the UK market value of the vehicle. If the vehicle has broken down or had a road traffic accident in Europe, the total cost required to repair the vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe. "breakdown"/"break down"/"broken down"

means the **vehicle** is inoperative, is unsafe to drive 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. airconditioning 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;

"broker"

means the insurance agent/broker who you purchased this RAC Breakdown Cover from and whose contact details are shown within **your** documentation pack with the associated motor insurance policy;

"caravan"/"trailer"

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

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3.0 metres (9ft 8in)

"claim"/"call out"

means any request for service or benefit or for cover under RAC Breakdown Cover;

"driver"/"their"/"they"

means any driver of a **vehicle** (including **you**) at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle** and is permanently a resident in the **territory**; **"end date"**

means the date that this RAC Breakdown Cover policy expires as shown on the motor breakdown certificate; "Europe"

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

"home"

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

"journey"

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

"market value"

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

"motor breakdown certificate"

means the document confirming **your RAC Breakdown Cover** agreement which contains important details about **your** cover and which must be read in conjunction with these terms and conditions;

"party'

means the total number of persons (including the **driver**) travelling in the vehicle for the whole period of the **journey**; "**period of cover**"

means the period from the **start date** to the **end date** (as shown on the **motor breakdown certificate**);

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

means RAC Motoring Services and RAC Insurance Limited in respect of European Motoring Assistance and each of its authorised agents;

"RAC contractor"

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

"RAC patrol"

means a technician employed by the RAC;

"RAC Breakdown Cover"

means this RAC Breakdown Cover policy that is subject to the terms and conditions in this policy booklet; "road traffic accident"

means a traffic accident in $\ensuremath{\text{Europe}}$ that immobilises the $\ensuremath{\text{vehicle}};$

"service provider"

means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in **Europe**. These service providers are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of service providers;

"start date"

means the date that this **RAC Breakdown Cover** policy begins as shown on the **motor breakdown certificate**; "territory"

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

 Means the vehicle shown on your motor breakdown certificate that is registered in the UK (including a motorcycle or a motorhome) that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
OFtonnoo	()		3 metres (9ft 8in)

2. Motorcycles under 121cc and mobility scooters are not covered under RAC Breakdown Cover

"you"/"your"

means the person shown on the motor breakdown certificate and that is permanently resident in the territory;

European Motoring Assistance

Please refer to **your motor breakdown certificate** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

In the event that the **vehicle** has **broken down** or has been in a **road traffic accident**, the **RAC patrol**, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm whether the **vehicle** can be repaired within 12 hours and, if not, whether:

- it can be repaired by the date that the driver originally planned to return to the territory;
- 2. it requires repatriation to the territory; or
- 3. it is beyond commercial economical repair.

The **driver's** request for **breakdown** or **road traffic accident** assistance will act as authorisation for **us** to arrange the fault diagnosis and determine the best course of action based upon **our** technical expertise in these situations.

We will then discuss the preliminary fault diagnosis with the driver and determine which other benefits may be available as a result of the claim. For example, if the repairs cannot be completed within 12 hours, we will discuss whether the driver would like us to arrange transport to continue the journey to the original destination or arrange accommodation while the driver waits for the repair to be

completed. These alternatives will be discussed with the **driver** at the outset so that the best course of action can be agreed. **We** will have final say on the best course of action if this cannot be agreed.

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

If the **vehicle** cannot be repaired by the date that the **driver** originally planned to return to the **territory**, and it is agreed to repatriate the **vehicle**, the **driver** and the **party**, all other cover under this Section will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle** and the **driver** and the **party**.

We will pay the RAC patrol, RAC contractor or service provider's fees to carry out the preliminary fault diagnosis of the vehicle.

Important

Whilst **we** will assist with the arrangements and progress of any workshop repairs, if requested by the **driver**, these repairs are not covered under this policy. Any information regarding the cost of repairs provided by **us** is of an advisory nature only. The repairer will be working for the **driver** and **we** have no legal responsibility to the **driver** for their efficiency or quality of the repairs.

Journey continuation in the territory

What is covered

If a vehicle has broken down in the territory during the period of cover within 24 hours of the planned departure date of the journey from the territory and, following an RAC patrol or an RAC contractor attending the breakdown, we are unable to repair the vehicle once we have decided that we cannot get the vehicle repaired locally within 24 hours, we will arrange and pay for the cost of a replacement car (including collision damage waiver) to enable the driver to continue the journey. We will contribute up to £125 per day up to £750.

What is not covered

- A breakdown during a journey where the breakdown occurs more than 24 hours prior to the planned journey;
- Fuel and oil costs, personal insurance or any other extra costs;
- 3. The excess payable under any insurance for the replacement vehicle; or
- 4. A replacement car following a **road traffic accident** in the **territory**.

Roadside assistance in Europe

What is covered

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

- 1. Repair the vehicle at the roadside; or
- If they are unable to permanently repair the vehicle at the roadside, we together with the service provider will decide to either:

- a. arrange for a temporary repair to the **vehicle** at the roadside; or
- b. arrange transportation of the vehicle to a local repairer. Where the vehicle has been recovered to a local repairer following a breakdown and the local repairer is able to repair the vehicle on the same day as the breakdown, we will contribute up to £150 towards the local repairer's labour charges for repairing the vehicle.

What is not covered

- 1. Repair costs, including labour charges, if the **vehicle** was in a **road traffic accident**;
- If the vehicle cannot be driven due to a road traffic accident, any damage which you or the driver are entitled to have repaired by your motor insurers must be reported to them immediately. Your insurers must decide whether to authorise repairs abroad or have the vehicle repatriated. We cannot repair the vehicle.
- Repair costs if, in our reasonable opinion, the vehicle is beyond commercial economical repair;
- Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the vehicle, nor render it unsafe to drive;
- 5. The cost of any parts required to repair the vehicle;
- 6. Repair costs not directly necessary to enable the **vehicle** to continue the **journey**; or
- 7. If the vehicle suffers a breakdown as a result of misfuelling we will not repair the vehicle (including not draining or removing the fuel). We will only recover the vehicle to a local repairer. We may be able to repair the vehicle and/or arrange recovery of the vehicle to another location for an additional charge. Any further service under this European Motoring Assistance will not be provided.

Journey continuation in Europe or return home

Cover is not available if **you** benefit from additional accommodation expenses.

What is covered

If the **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Roadside assistance in Europe, the **vehicle** cannot be repaired in accordance with Roadside assistance in Europe within 12 hours of the **breakdown** or **road traffic accident**, we will arrange and pay up to £125 per day up to a maximum of £1,500 for the **driver** and the **party** to continue **the journey** by any one or a combination of:

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

Cover under Journey continuation in Europe will stop once the **vehicle** has been repaired to a roadworthy condition and **you** or the **driver** has been notified. Once **you** or the **driver** are notified that this is the case, the **driver** must return any hire car to the place of collection of the hire car or can choose to keep the hire car an additional period to continue the intended **journey**, however all additional hire car costs are payable by the **driver** and will be charged to the **driver's** credit card.

What is not covered

- 1. Fuel and oil costs, personal insurance or any other extra costs;
- 2. The excess payable under any insurance for the replacement vehicle;
- The cost of any replacement vehicle after 24 hours (or such other time agreed with us) the driver being notified that the vehicle has been repaired or is to be repatriated or is beyond commercial economical repair;
- 4. First class rail and air fares;
- The costs of meals or any other expenses; or
 Any costs during the receipt of any benefits under Additional accommodation expenses.

Replacement parts dispatch

What is covered

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

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

What is not covered

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

Important

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

Additional accommodation expenses

Cover under this Section is not available if **you** benefit from Journey Continuation.

What is covered

If a vehicle has broken down or been in a road traffic accident in Europe during a journey during the period of cover and, following a service provider attending in accordance with Roadside assistance in Europe, the vehicle cannot be repaired within 12 hours of the breakdown or road traffic accident, we will, subject to the overall Limits of cover, arrange and pay a contribution of £30 per person per day up to a maximum of £500 towards additional (not alternative) accommodation for the **driver** and the **party** in a hotel of **our** choice whilst waiting for the **vehicle** to be repaired. **We** will also pay for local taxi fares authorised by **us** in advance between the place of repair and the accommodation.

What is not covered

- Any accommodation costs that the **driver** or the passengers would have otherwise incurred on the **journey**;
- Any accommodation costs if the driver has alternative accommodation available for use;
- Any accommodation costs once you or the driver have been notified that the vehicle has been repaired, is to be repatriated or is beyond commercial economical repair;
- 4. The costs of meals or any other extra costs and expenses; or
- 5. Any costs during the receipt of any benefits under Journey continuation in Europe.

Replacement driver

What is covered

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

What is not covered

- A replacement driver if there is another qualified driver in the **party** who is fit and legally able to drive the **vehicle**;
- A replacement driver where the driver knows of a medical condition that may prevent them from driving the vehicle before the driver commences the journey and there is no alternative driver within the party; or
- Any expenses which the driver or the party would have had to pay if the driver had not been declared medically unfit to drive.

Vehicle break in – emergency repairs

What is covered

In the event of damage to windows, windscreens or locks of a **vehicle** caused solely by forcible entry or attempted forcible entry of the **vehicle** in **Europe** during a **journey** during the **period of cover**, **we** will, subject to the overall Limits of cover, either provide cover for the cost of immediate emergency repairs to the damage to enable the **driver** to continue the **journey** or the cost of recovery of the **vehicle** to a local repairer for repairs to be carried out, up to a maximum of £175.

The **driver** will need to pay these costs and **you** can **claim** these costs back from **us** by completing a claim form. The matter must be reported to the police before contacting **us** and a written report must be obtained from the police. **You** will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section.

What is not covered

- Any costs if the driver do not report the matter to the police before contacting us or do not obtain a police report;
- 2. The cost of any parts required to repair the vehicle;
- 3. Repair costs not directly necessary to enable the **vehicle** to continue the **journey**; or
- 4. Costs over £175, inclusive of recovery costs.

Important

If there is a forcible entry or attempted forcible entry of the vehicle you can only claim under this Section. We will not provide any other benefits described in this cover. Should the vehicle break down or be involved in a road traffic accident in the same journey, we will provide the relevant service in line with the relevant cover sections of cover. You should always contact the motor insurance company that insures the vehicle first before calling us.

Vehicle repatriation

What is covered

If a vehicle has broken down or been in a road traffic accident in Europe during a journey during the period of cover and, following a service provider attending in accordance with Roadside assistance in Europe, the vehicle cannot be repaired by the planned return to the territory, we will arrange and pay for:

- Storage of the vehicle and any caravan or trailer, while awaiting repatriation by us in accordance with this Section; and
- 2. Repatriation of the vehicle and any caravan or trailer by road transporter from the place of the breakdown or road traffic accident or the local repairer to your home or a repairer in the territory chosen by the driver, providing the cost is not more than the market value of the vehicle, caravan or trailer. If the cost of repatriation is more than this, you or the driver will have to pay the balance between the market value of the vehicle, and any caravan or trailer on tow at the time of the breakdown and the cost of repatriation before service is provided.

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

What is not covered

- Any storage charges or repatriation costs not authorised by us or while we are awaiting a decision from the motor insurer;
- The cost of repatriation (including storage charges) if we determine (acting reasonably) that the vehicle is beyond commercial economical repair;
- The cost of repatriation (including storage charges) if the vehicle is roadworthy;
- Transportation costs for any personal belongings, valuables or luggage. Any items left with the vehicle, caravan or trailer for recovery are left at the driver's own risk;
- 5. We are unable to transport any animals in the vehicle, caravan or trailer. We cannot guarantee that we can arrange transport for any animal. Any onward transportation is at our discretion and solely at the driver's risk. We will not insure any animal during any onward transportation we may undertake;

- Any repairs required to the vehicle and associated costs following repatriation;
- Any repatriation that is not authorised by the insurer if the vehicle has had a road traffic accident covered by the motor insurer;
- Any cancelled repatriation as a result of you or the driver failing to leave keys for the vehicle, caravan or trailer or keys for any roof box with the vehicle, caravan or trailer; or
- Any claim if the vehicle, caravan or trailer is being repatriated and customs in any country find its contents are breaking the law of that country.

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

Important

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

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

Repatriation cannot be used to avoid repair costs. We will only repatriate if we consider that the **vehicle** cannot be repaired by the **driver's** planned return date to the **territory**, and not as a result of any other request.

If the **vehicle** is **beyond commercial economical repair**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **you** will be considered to have authorised **us** to dispose of it as **we** choose.

If a **vehicle** and any **caravan** or **trailer** is to be repatriated and has been fitted with a roof box or bicycle rack, the **driver** must remove it and place it inside the **vehicle**, **caravan** or **trailer**, if possible. If the **driver** cannot do so, the roof box or bicycle rack can be left on the **vehicle**, **caravan** or **trailer**. The roof box keys need to be left with the **vehicle**, **caravan** or **trailer** keys in the event that customs require access. Failure to leave the required keys with the **vehicle**, **caravan** or **trailer** may result in the cancellation of the repatriation and **you** or the **driver** may be required to collect the **vehicle**, **caravan** or **trailer**.

If a **vehicle** and any **caravan** or **trailer** is to be repatriated, **you** should check with **your** motor insurers that it will be covered in transit for loss or damage and that the contents are also covered. This European motoring assistance will not cover any **vehicle**, **caravan** or **trailer** or their contents during transit.

Collection of vehicle left abroad for repair

Cover under this Section is only available where **we** have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Vehicle, caravan and trailer repatriation.

What is covered

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

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

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

What is not covered

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

Important

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

Accidental damage to or loss of tent

What is covered

If the **driver** is camping in **Europe** during a **journey** during the **period of cover** and the **driver's** tent is damaged accidentally making it unusable or the tent is stolen, **we** will, subject to the overall Limits of cover, choose (at **our** discretion) to provide cover for the cost of either:

- Accommodation expenses of up to £50 per person in the party per day for up to 3 days; or
- A replacement tent (provided it has been authorised by us in advance) up to a maximum of £250.

The **driver** will need to pay these costs and **you** must **claim** them back from **us** by completing a claim form.

The matter must be reported to the police within 24 hours of the tent being stolen and before contacting **us** and a written report must be obtained from the police. **You** will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section. The written report must be provided to **us** within 14 days.

What is not covered

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- 1. Damage to the tent caused by weather conditions;
- 2. The cost of a replacement tent not authorised by **us**;
- 3. The costs of meals or any other extra costs and expenses: or
- 4. Any accommodation costs if **you** have alternative accommodation available for use;

Customs duty indemnity

What is covered

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

What is not covered

Any import duties not relating to the **vehicle**, **caravan** or **trailer**.

Urgent message relay service

What is covered

We will relay urgent messages to the **driver's** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown** or a **road traffic accident** in **Europe** or in the **territory** during a **journey** during the **period of cover**.

What is not covered

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

*Keys which are locked inside the **vehicle** are covered and we can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at the **driver's** risk and the **driver** must pay for any costs incurred.

If the **vehicle breaks down** as a result of a problem with its tyre, **we** will provide assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, Please see General exclusion 17bi in the full Terms and Conditions booklet.

Where the **vehicle** is not provided with a spare tyre **we** will recover the **vehicle** to a local repairer.

- 1. The cost of any transportation, accommodation or care of any animal.
- If you or the driver delays repairs to the vehicle for whatever reason, any costs that we consider (acting reasonably) would not have been incurred if you or the driver had not delayed repair; and
- Any costs that are not arranged through us or arranged by us.

Requirements and Limitations

Important car hire information

We cannot guarantee that we will be able to arrange a hire car equivalent to the vehicle. If the driver is travelling in an MPV or similar vehicle we may arrange two hire cars. We will only arrange this if there are two qualified drivers in the party. Otherwise we will arrange alternative means of transport. Car hire arranged under European motoring assistance will be subject to the normal conditions of the hiring company. We use reputable car hire companies with market standard terms and conditions which the driver must fully comply with. The **driver** must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). The **driver** must present **their** driving licence to the hire company and present **their** full UK driving license, National Insurance number and any other information requested.

The **driver's** valid credit card details will also be required by the hire company and the card must be presented to the hire company as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle.

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

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

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

Most hire car companies will not permit their vehicle to cross certain national borders. It may be necessary to arrange multiple hires or additional transport in order to complete the **journey** within the limits of this cover. A car hired abroad must not be brought into the **territory**. A second car hire will be arranged for the **territory** part of the **journey**. Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding the ferry. Passengers may be required to travel as foot passengers to the **territory** where the **driver** will collect any necessary onward transportation.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of minibuses or vans.

While **we** use a range of reputable car hire companies, **we** cannot guarantee that a replacement vehicle will be immediately available or in time to connect with any prebooked ferry, train or other transport. If this is the case, **we** will provide the **driver** with a replacement vehicle as soon as possible (if a replacement vehicle is still required).

Caravans and trailers

We do our best to find solutions to motoring problems, but we regret that, we cannot arrange a replacement caravan or trailer. It is also virtually impossible to hire vehicles with tow bars so the driver may need to leave the caravan or trailer with the vehicle while it is being repaired and it may become necessary to repatriate the caravan or trailer together with the vehicle, if the vehicle cannot be repaired abroad by the return date.

Important

Please note that cover is not available for **breakdowns** or **road traffic accidents** suffered by **caravans** or **trailers** and **we** will only recover or repatriate a **caravan** or **trailer**, subject to the dimension limitations within definitions above, if the **vehicle** towing such **caravan** or **trailer** has **broken down** or suffered a **road traffic accident**. We may be able to provide services to a **broken down trailer** or **caravan**, but such service will only be provided at an additional cost.

Motor insurance and vehicle warranty

Cover does not replace motor vehicle insurance. We strongly recommend you tell your motor insurers before taking a vehicle abroad. If you do not, the motor insurance policy may only provide cover for damage caused to other people or their property. This means that there will not be cover for damage to the vehicle (including damage caused by fire) or theft of the vehicle. The insurers will also need to know if the vehicle is towing a caravan or trailer.

If the **vehicle** has a manufacturer's or other mechanical warranty, **we** will provide emergency assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to current conditions in that country. For example strike action may delay or prevent **our** service. If this is the case, **we** will not be liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of **our** services. To obtain current information on conditions in the countries the **driver** is travelling to please refer to the Foreign and Commonwealth office website at:

https://www.gov.uk/government/organisations/foreigncommonwealth-office

or email: <u>TravelAdvicePublicEnquiries@fco.gov.uk</u>

Limits of cover

The cover is subject to an aggregate overall limit of £2500 per **claim** and is subject to the further limits of cover in respect of each type of cover.

This provides cover for journeys during the term of your policy, but each journey is limited to a maximum of 90 days and each journey must fall within the period of cover. We will not provide cover for a journey if the vehicle will not return to the territory within the period of cover. If the end of any journey will be outside the period of cover, you will need to renew the cover before the driver commences the journey. If however the vehicle is due to return to the territory within the period of cover but it is delayed due to a road traffic accident or breakdown, we will provide cover for that journey.

General Conditions

The following conditions will apply to this **European Breakdown cover**:

- The driver must make sure the vehicle, (including any caravan or trailer attached to it) meets all relevant laws of the countries visited during a journey. This particularly includes weight limits for towing;
- We will require the driver's credit card details if we arrange a service for the driver, which is not covered by the RAC Breakdown Cover or if it exceeds the limit set for each benefit;
- Exchange rate: Any costs that are incurred directly by us in a currency other than GBP will be converted to

GBP at the exchange rate used by **us** at the time. Any costs that are incurred by **you** or the **driver** in a currency other than GBP and which are recoverable from **us** under this European motoring assistance, will be converted to GBP at the exchange rate used by **your** or the **driver's** credit or debit card provider (in the case of card payments) or used by **us** at the time **you** present the **claim** (in the case of cash payments);

- 4. Eligible persons: **drivers** must be a permanent resident in the **territory** during the **period of cover**; and
- The vehicle must be maintained in accordance with the manufacturer's recommended service standards.

General Exclusions

The following exclusions will apply to this **European Breakdown cover**:

- If the driver fails to contact us within 24 hours of becoming aware of the breakdown we may refuse to provide cover in relation to the breakdown;
- Any costs which the driver or passengers would have had to pay if the breakdown or road traffic accident (as applicable) had not occurred;
- 3. Replacement vehicles:
 - The provision of a replacement motorcycle. If the vehicle that has broken down or been in a road traffic accident is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of a trailer for the driver to transport a motorcycle is also excluded from cover under this European motoring assistance;
 - The provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox;
 - c. We cannot guarantee the hire of minibuses, motorhomes or vans; or
 - d. The provision of a replacement caravans or trailers;

Please note **your** cover under European motoring assistance does not extend to any replacement vehicle.

- Any breakdown or road traffic accident caused directly or indirectly by the overloading of a vehicle under the laws in any country in which the vehicle is travelling;
- Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a vehicle. The driver is responsible for the care of these items at all times;
- Any breakdown or road traffic accident caused directly or indirectly by:
 - a. Running out of oil or water
 - b. Frost damage; or
 - c. Rust or corrosion
- 7. Any claim which you or the driver could make under any other insurance policy. If the value of the claim is more than the amount you or the driver can get from any other insurance we may pay the difference. If we do make a payment it will not be more than the appropriate benefit limit under European motoring assistance;
- If the breakdown or road traffic accident is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be at the driver's cost, or must be referred to the vehicle's motor insurer;
- 9. Any travel outside the **territory** and **Europe**;

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 Routine servicing of the vehicle, replacing tyres, replacing windows, replacement of missing* or broken keys. We may be able to arrange for the provision of these services but the driver must pay for any costs incurred;

How to make a complaint

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 or any driver under RAC Breakdown Cover 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:

- 1. Call **our** customer care number on: 0330 159 0360: or
- Write to us at: Breakdown Customer Care RAC Motoring Services

RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN; or Email **us** at:

 Email us at: breakdowncustomercare@rac.co.uk

If you contact us in writing, by calling us or by email please provide your full name, contact telephone number, RAC Breakdown Cover number and the vehicle registration number.

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

If **you** are dissatisfied with any other aspect of the services provided to **you** please contact **your broker**.

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:

Telephone : 0800 023 4567 or 0300 123 9 123* 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 once **you** have tried to resolve it with **us**. If **your** complaint relates to the provision of services by **us**, **you** will not be able refer **your** complaint to the Financial Ombudsman Service.

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

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

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to European motoring assistance) 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 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 Breakdown Cover** is not covered by the FSCS.

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority