

# RAC



## RAC Breakdown Cover Policy Booklet

Terms and Conditions

Please read and keep for your records

## Contact information

	Telephone	In Writing
Breakdown	0333 070 2535	
Breakdown in Europe		
Calling from Europe	00 33 472 43 52 55*	
Calling from a French landline (freephone)	0800 290 112	
Calling from the Republic of Ireland (freephone)	1 800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests		
From the UK	0330 159 0337	europeanclaims@rac.co.uk
From Europe	0044 161 332 1040*	www.rac.co.uk/europeanclaimform
Customer Services	Please refer to <b>your broker</b>	
Hearing assistance	Telephone prefix 18001 to access Tynetalk or text us on 07855 828282	

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

## Telephone charges

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

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

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

## If your vehicle breaks down, please provide us with

1. **Your** name or policy number
2. The **vehicle's** make, model and registration number
3. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
4. The number of the phone **you** are using
5. The cause of the **breakdown**, if **you** know it
6. Identification such as a bank card or driving licence
7. **Your** credit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

### Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.

**We** will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

### Breakdown or road traffic collision on a motorway in France or Mainland Europe

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

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

# Contents

	Page
Contact information .....	2
Your terms and conditions .....	5
Definitions .....	5
Important information about your RAC Breakdown Cover .....	6
Section A: Roadside.....	8
Section B: At Home .....	8
Section C: Recovery.....	8
Section D: Mis-fuel Rescue .....	8
Section E: Onward Travel.....	9
Section F: European Motoring Assistance .....	10
General conditions .....	13
Included benefits .....	14
Additional services .....	14
Cancellation of your RAC Breakdown Cover .....	15
Misuse of RAC Breakdown Cover .....	15
Renewal of RAC Breakdown Cover .....	15
Changes to your details .....	15
Complaints .....	16
Financial Ombudsman Service .....	16
Financial Services Compensation Scheme.....	16
Your data.....	17

# Your terms and conditions

## Definitions

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which we explain below.

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

“**breakdown**”/“**breaks down**”/“**broken-down**” means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, mis-fuel or keys locked in the **vehicle** but not as a result of a **road traffic collision**, fire, flood, theft, acts of vandalism or any **driver-induced fault**;

“**broker**” means the insurance agent/broker who arranged and administer this **RAC Breakdown Cover**;

“**car**” means a vehicle which is constructed or adapted to carry no more than 8 **passengers** in addition to the **driver** and that complies with the following specifications which are no more than (a) 3.5 tonnes GVM; (b) 6.4 metres long; and (c) 2.55 metres wide;

“**caravan**”/“**trailer**” means any non-mechanically propelled caravan, trailer or horse trailer. Horse trailers must be designed and manufactured specifically for the transportation of **horses**, but excludes horse trailers which (a) are being operated under a standard or international operator’s licence; or (b) require to be towed by a vehicle more than 3.5 tonnes GVM;

“**claim**” means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

“**driver**”/“**their**”/“**they**” means **you** or any driver of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

“**driver-induced fault**” means any fault caused by actions or omissions of the **driver of the vehicle**, except running out of fuel and battery failure;

“**effective date**” means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your policy schedule**;

“**Europe**” means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, 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 the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

“**expiry date**” means the date that this **RAC Breakdown Cover** expires as shown on **your policy schedule**;

“**heavy commercial vehicle**” means a vehicle that is more than 3.5 tonnes GVM but no more than 44 tonnes GVM;

“**home**” means, in respect of an individual, the address **you** reside at in the **UK** and, in respect of a business, the registered/trading address in the **UK** as shown on the **policy schedule**;

“**horse**” means any member of the horse family which is being transported in the vehicle or trailer;

“**horsebox**” means a vehicle equipped with a compartment or container for carrying one or more horses;

“**journey**” means a trip to **Europe** which begins and ends on return from **home** during the **policy period**;

“**light commercial vehicle**” means a vehicle which is constructed for transporting goods and that complies with the following specifications which are no more than (a) 3.5 tonnes GVM; and (b) 2.55 metres wide;

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

“**minibus**” means a vehicle which is constructed or adapted to carry more than 8 but no more than 16 **passengers** in addition to the **driver** and that complies with the following specifications which are no more than (a) 5 tonnes GVM; (b) 2.55 metres wide; and (c) 3 metres high;

“**motorcycle**” means a vehicle which is mechanically propelled with less than four wheels and no more than 410 Kgs GVM. Motorcycles under 49cc are not covered;

“**motorhome**” means a vehicle that is no more than 7.5 tonnes GVM and is registered with the DVLA (or equivalent) as a motor caravan;

“**passengers**” means the **driver** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the **vehicle**;

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

“**policy period**” means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your policy schedule**;

“**policy schedule**” means the document entitled “policy schedule” containing important details about this **RAC Breakdown Cover** and levels of cover;

“**policy year**” means the **policy period**, from the **effective date**;

“**PSV**” means a bus or coach constructed or adapted to carry more than 16 **passengers** in addition to the **driver** and which is not a **minibus**;

“**RAC**”/“**we**”/“**us**”/“**our**”

1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D, E, F and G means RAC Insurance Limited;
3. For Your data means RAC Motoring Services and RAC Insurance Limited;
4. For Additional services means RAC Motoring Services; and
5. In each case any person employed or engaged to provide certain services on their behalf;

“**RAC Breakdown Cover**” means this RAC Breakdown policy that is subject to the terms and conditions together with the **policy schedule**;

“**reimburse**”/“**reimbursement**” means reimbursement by **us** under the reimbursement process;

“**road traffic collision**” means a traffic collision in **Europe** that immobilises the **vehicle**;

“**specialist equipment**” means resource or equipment that is not normally required by **us** to complete a repair or recovery, for example a crane or tractor;

“**specialist vehicle**” means a vehicle which is not a **car**, **light commercial vehicle**, **motorcycle**, **minibus**, **motorhome**, **horsebox**, **heavy commercial vehicle** or a **PSV**, such as an agricultural, military or plant vehicle;

“**UK**” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man if **you** are a resident there;

“**vehicle**” means the **UK** registered vehicle, which is owned, contract hired, leased or fleet managed by **you** and is shown on **your policy schedule** and that is either a **car**, **light commercial vehicle**, **motorcycle**, **minibus**, **motorhome**, **horsebox**, **specialist vehicle**, **heavy commercial vehicle** or a **PSV**. Mobility scooters are not covered;

“**you**”/“**your**” means the person or business, as shown on the **policy schedule**, taking out the **RAC Breakdown Cover** and that, in respect of an individual is permanently resident in the **UK** or, in respect of a business, has its registered office/trading address in the **UK**;

## Important information about your RAC Breakdown Cover

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

Your **RAC Breakdown Cover** consists of:

1. A Breakdown Policy – one or more contracts - depending on the type of cover:
  - a) RAC Motoring Services provides cover for Sections A, B and C; and
  - b) RAC Insurance Limited provides insurance for all other Sections.

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

2. A **policy schedule** - detailing the type of cover you have, the level of cover chosen, and the cost of cover. The **policy schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by your broker following purchase.

## Policy type

This **RAC Breakdown Cover** covers the **vehicles** shown on your **policy schedule** and if registered at your **home address**. The **vehicle** is covered whoever is driving.

## Policy period

The **RAC Breakdown Cover** will start on the **effective date** and end after the **expiry date** as shown on your **policy schedule**.

## Limits of cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
  - a) no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
  - b) no **claim** is permitted under sections B to F within 24 hours of the initial **effective date** of the **RAC Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section;
  - c) in order to make a **claim** under section C (Recovery) we must have first attended under section A (Roadside); and
  - d) in order to make a **claim** under section E, we must have first attended under section A (Roadside) or B (At Home).
2. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**;
3. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**. If the **vehicle** is either a **heavy commercial vehicle**, **PSV** or a **specialist vehicle** the limit of **claims** during each **policy year** is four, as shown on your **policy schedule**. It is unlimited for all other vehicle types. Please note: any **claims** not used up to any **limit cannot be transferred to another vehicle**.

## Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from us. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send your completed claim form with proof of payment (such as a receipt) to Customer Services. We may ask **you** to supply original documents.

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

## Hire vehicle terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire vehicle. Where a hire vehicle is available as a covered benefit, the following terms apply:

## Covered

Up to 2 consecutive days or until the **vehicle** has been fixed if sooner;

1. We will arrange and pay for the hire cost of a replacement vehicle whilst your **vehicle** is being repaired. If the **vehicle** is a **light commercial vehicle** we will arrange and pay for a replacement van close in size to the **vehicle**, but we cannot guarantee this. If the **vehicle** is a **minibus** we will arrange and pay for the hire of a car up to a maximum of £25 for each non-fare paying **passenger**. For all other types of vehicle we will arrange and pay for a small hatchback. If the **vehicle** has more seats than the hire vehicle we provide and **you** require more seats we may need to provide two vehicles. We will only provide more than one hire vehicle if there is a non-fare paying **passenger** who can legally drive the hire vehicle;
2. If **you** are not eligible for a hire vehicle arranged by us for any reason, such as **you** do not meet the hire vehicle provider's terms (e.g. **you** have points on your licence), and **you** choose to hire a vehicle yourself, let us know before **you** hire a vehicle. Provided we have agreed the cost, we will **reimburse you** up to £35 per day if the **vehicle** is not a **minibus** or up to £25 per non-fare paying **passenger** if the **vehicle** is a **minibus**;
3. Where we arrange a hire vehicle we will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

## Not covered

1. We will not provide any specific vehicle type, model or accessories, including tow bars.
2. Any cost of:
  - a) delivery and collection of the hire vehicle and any fuel used;
  - b) fuel while using the hire vehicle; or
  - c) any insurance excess and additional costs.

## Section A. Roadside

**RAC Breakdown Cover** includes cover for Roadside.

### Covered

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from **your home**, we will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle**, **passengers** and **horses** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;

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

### Not covered

1. The cost of any parts or **specialist equipment**;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that we have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) **our** advice after a temporary repair has not been followed.

## Section B. At Home

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home. This section is not available where the **vehicle** is a **heavy commercial vehicle**, **PSV** or a **specialist vehicle**.

## Covered

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

### Not covered

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

## Section C. Recovery

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

### Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside), **we** will recover the **vehicle**, **passengers** and **horses** from the **breakdown** location to a single destination chosen by the **driver** within the **UK** up to the mileage as shown on **your policy schedule** under Recovery Mileage for the **vehicle**. For long distances **we** may use more than one recovery vehicle.

Please note: recovery must be arranged with **us** while **we** are at the scene.

### Not covered

1. Please see the "Not covered" part of Section A (Roadside), which also applies here;
2. Any **claims** due to:
  - a) tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut; or
  - b) any key related **claim**; or
2. A second recovery owing to the intended original destination being closed or inaccessible.

## Section D. Mis-fuel Rescue

**RAC Breakdown Cover** includes cover for Mis-fuel Rescue.

### Covered

If the **vehicle** has **broken down** in the **UK** due to the incorrect fuel being put into the fuel tank, **we** will:

1. Drain, flush and clean out the fuel system;
2. fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** mobile and allow the **driver** to drive to the nearest fuel station; and
3. arrange the safe disposal of the contaminated fuel;

if **we** are unable to repair the **vehicle** due to mechanical damage caused by the mis-fuelling and the **vehicle** is not a **heavy commercial vehicle, PSV** or a **specialist vehicle**, **we** will recover the **vehicle, passengers and horses** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**.

## Not covered

1. Damage due to:
  - a) AdBlue or similar diesel exhaust fluid being put in the fuel tank;
  - b) gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or the **vehicle's** mileage; or
  - c) malicious actions, pre-existing faults or defects;
2. Any damage not caused by mis-fuelling.

## Section E. Onward Travel

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel. This section is not available where the **vehicle** is a **heavy commercial vehicle, PSV** or a **specialist vehicle**.

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home) and cannot fix the **vehicle** on the same day, **we** will help the **driver** by making arrangements to allow the continuation of the journey. The **driver** can choose one of the following options, subject to availability:

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

### 1. Hire vehicle

#### Covered

Please see Hire vehicle terms.

Hire vehicles must be arranged with **us** within 7 days of the **breakdown**.

### 2. Alternative transport

#### Covered

If the **driver** would prefer to continue the journey by air, rail, taxi or public transport, **we** will **reimburse you** for a standard class ticket:

1. If the **vehicle** is a **minibus**, up to £25 per non-fare paying **passenger** or £500 for the whole party, whichever is less; or
2. If the **vehicle** is not a **minibus**, up to £150 per non-fare paying **passenger** or £500 for the whole party, whichever is less.

### 3. Overnight accommodation

#### Covered

The **driver** may decide that waiting for the **vehicle** to be fixed is best. **We** will arrange one night's bed and breakfast accommodation;

1. If the **vehicle** is a **minibus**, up to £25 per non-fare paying **passenger** or £500 for the whole party, whichever is less; or
2. If the **vehicle** is not a **minibus**, up to £150 per non-fare paying **passenger** or £500 for the whole party, whichever is less.

### 4. Assistance in a medical emergency

#### Covered

**We** will also help if the **driver** or one of the non-fare paying **passengers** suddenly or unexpectedly falls ill or is injured and needs medical help before the end of the journey. **We** will help to;

1. book one night's bed and breakfast accommodation for the **driver** and non-fare paying **passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse you**;
  - a) if the **vehicle** is a **minibus**, up to £25 per non-fare paying **passenger** or £500 for the whole party, whichever is less; or
  - b) if the **vehicle** is not a **minibus**, up to £150 per non-fare paying **passenger** or £500 for the whole party, whichever is less; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

## Not covered

We will not assist the **driver** where **they** or one of the non-fare paying **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

## Section F. European Motoring Assistance

Please refer to **your policy schedule which sets out whether this RAC Breakdown Cover** includes cover for European Motoring Assistance. This section is not available where the **vehicle** is a **horsebox, heavy commercial vehicle, PSV** or a **specialist vehicle** or if the **vehicle** is used for public and/or private hire.

## Limits of cover

The cover under Section F is subject to a limit of three **claims per vehicle**, as shown on **your policy schedule, per policy year**, limited to one **claim per journey**. The aggregate overall limit is £2,500 per **claim** unless the **vehicle** is a **motorhome** more than 3.5 tonnes GVM where the aggregate overall limit is £5,000 per **claim**. Each **journey** is limited to a maximum of 90 days. Please note: any **claims** not used up to any limit cannot be transferred to another **vehicle**.

## Section F1: Onward travel in the UK

### Covered

If **we** attend a **breakdown** under Section A (or C) and cannot fix the **vehicle** by **your planned departure date** and **you** are within 24 hours of **your planned departure date** **we** will arrange a hire car for the continuation of **your journey** for up to 14 consecutive days.

### Not covered

Requests following a **road traffic collision**.

## Section F2: Roadside assistance in Europe

### Covered

If the **vehicle breaks down** or is involved in a **road traffic collision** in **Europe** during a **journey**, **we** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will:
  - a) recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
  - b) pay for the initial fault diagnosis to find the next course of action;
  - c) contribute towards the garage labour charges up to £175 when the **vehicle** can be repaired on the same day;
  - d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
  - e) **we** will also relay any urgent messages from the **driver** to a contact of **their** choice.

### Not covered

1. Repair costs, including garage labour charges:
  - a) if the **breakdown** was due to mis-fuelling or a flat tyre;
  - b) if the **vehicle** was involved in a **road traffic collision**; or
  - c) if the **vehicle** repair costs will be more than its **market value**;
2. Recovery of the **vehicle** if the **breakdown** was due to the keys being locked in the **vehicle** or any costs if damage is caused to the **vehicle** whilst attempting to get them out; or
3. The costs of any parts.

Note: By claiming under this section **you** are authorising **us** and the garage to undertake fault diagnosis.

## Section F3: Onward travel in Europe

### Covered

If the **vehicle** has **broken-down** or was involved in a **road traffic collision** during a **journey** in **Europe** and **we** establish that the repairs cannot be completed within 12 hours, **we** will help the **driver** by making arrangements for the **passengers** to continue the **journey**. The **driver** can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

## Not covered

Any claim where the vehicle has broken-down due to mis-fuelling, keys being locked in the vehicle or a flat tyre.

## 1. Alternative transport

### Covered

1. A hire car as a replacement until the vehicle has been fixed for up to 14 consecutive days; or
2. A standard class ticket up to £125 per passenger per day and £1,500 in total for travel by air, rail, taxi or public transport.

## 2. Additional accommodation expenses

### Covered

We will arrange and pay for additional accommodation expenses if you are unable to use your pre-arranged accommodation up to £30 per passenger per day up to a maximum of £500 for the whole party.

### Not covered

Accommodation where the driver has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The vehicle has been repaired to a roadworthy condition; or
2. The decision to bring the vehicle home is made by us or your motor insurer; or
3. Once we establish that the repair costs to the vehicle exceed its market value.  
Once the driver is notified of cover ending, if they have a hire car, it must be returned to the place agreed with us within 24 hours. The driver can keep the hire car for longer if you agree this with us first and pay for it.

## Getting your passengers home

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

1. The vehicle is brought back home under Section F4; or
2. Once we establish that the repair costs to the vehicle exceed its market value under Section F4.

## Section F4: Getting your vehicle home

### Covered

If we attend a breakdown or a road traffic collision in Europe under Section F2 and the vehicle cannot be repaired before the driver's planned return to the UK, we will arrange and pay for:

1. Recovery of the vehicle to a single destination of the driver's choice within the UK; and
1. Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK; or
2. If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
3. If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
4. Reimbursement for a hire car in the UK once we have brought the passengers home under Section F3 until the vehicle is brought back to the UK, up to 2 consecutive days.

We will take the passengers in the vehicle home under Section F3 (Onward Travel in Europe).

It is our decision whether to get the broken-down vehicle home or have it repaired locally. We will follow your motor insurer's decision whether to get the vehicle home or have it repaired locally following a road traffic collision covered by your motor insurance.

### Not covered

1. Any costs:
  - a) if the vehicle is beyond economical repair;
  - b) if the breakdown was due to mis-fuelling, keys being locked in the vehicle or a flat tyre;
  - c) covered under your motor insurance;
  - d) relating to storage once you have been notified that the vehicle is ready to collect; and
  - e) relating to any costs incurred as a result of actions or omissions of your motor insurers;
1. We will not take the vehicle back home if:
  - a) the vehicle is roadworthy; or
  - b) a customs officer or other official finds any contents in your vehicle that are not

legal in that country;

2. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
3. **We** will not cover the costs of fuel, insurance or meals; or
4. **We** will only cover costs under this section up to the **market value**, so if **you** want **us** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above this amount before **we** make arrangements.

### Important

- Following **our** authorisation, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If **we** do not bring the **vehicle** back to the **UK**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **we** will dispose of it at **your** cost.

## Section F5: Vehicle break-in emergency repairs

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

### 1 Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown we** will reimburse **you**, up to £175 for:

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

### Not covered

1. The cost of any parts; or
2. Any benefits under any other section of this **RAC Breakdown Cover**.

## Section F6: Replacement Driver

### Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill or is injured during the **journey** in **Europe**, meaning **they** are unable to drive, **we** will provide a replacement driver to allow the **journey** to continue or return **home**. **We** will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

### Not covered

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

## General conditions for Section F

1. **We** will not cover any **claim** for any repairs to a **vehicle** which are not essential in order to continue the **journey**;
2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;
4. How the exchange rate is calculated:
  - a) Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
  - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
    - i. at the exchange rate used by **your** credit or debit provider; or
    - ii. at the exchange rate used by **us** when **your** claim form is received if **you** paid in cash;
5. **We** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.
6. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, **we** will always try to find a suitable option that is available at the time, however:
  - a) **we** are not responsible for the quality or

- service of each individual hotel, train or taxi booked; and
  - b) for hire cars, whilst reputable companies are used, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
- 7. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under Section F3 (Onward travel in Europe) or Section F4 (Getting your vehicle home);
- 8. If the **breakdown** or **road traffic collision** 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 an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;
- 9. This **RAC Breakdown Cover** does not cover:
  - a) vehicle storage charges, other than under Section F4;
  - b) **claims** if **you** are not carrying a serviceable spare tyre, the tyre repair equipment provided by the manufacturer or a locking wheel nut;
  - c) the hire of **caravans, trailers** or any other type of vehicle other than a **car**;
  - d) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
  - e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.
- 6. A **driver** must be with the **vehicle** when **we** attend.
- 7. **We** are not responsible for any loss of or damage to the contents of the **vehicle**.
- 8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
- 9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals, other than the transport for **horses** in **your vehicle** or trailer.
- 10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat where required.
- 11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
- 12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.
- 13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
- 14. During extreme weather, riots, war, civil unrest, industrial disputes or any other event beyond **our** control, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
- 15. The cost of the following is not covered by this **RAC Breakdown Cover**:
  - a) **specialist equipment**;
  - b) ferry charges for the **vehicle** and **our** vehicle;
  - c) any additional assistance required for **your horses**;
  - d) spare tyres and wheels and repairing or sourcing them; or
  - e) recovery by someone other than **us** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services.
- 16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we**

## General conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If **you** do not comply **we** can refuse cover and/or cancel **your RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **driver** must be with the **vehicle** when **we** attend.
7. **We** are not responsible for any loss of or damage to the contents of the **vehicle**.
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals, other than the transport for **horses** in **your vehicle** or trailer.
10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat where required.
11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes or any other event beyond **our** control, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
  - a) **specialist equipment**;
  - b) ferry charges for the **vehicle** and **our** vehicle;
  - c) any additional assistance required for **your horses**;
  - d) spare tyres and wheels and repairing or sourcing them; or
  - e) recovery by someone other than **us** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we**

will act in consultation with the **driver**, and act reasonably at all times.

17. This **RAC Breakdown Cover** does not cover:
- a) routine servicing, maintenance or assembly of the **vehicle**;
  - b) **caravan** or **trailers**, except as described under Included benefits;
  - c) the transportation of **horses** when a valid Horse Passport is not being carried for **your horse**;
  - d) use of the **vehicle** for any use shown under Excluded under the Vehicle Use Codes as shown on **your policy schedule**;
  - e) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - f) **breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which the **driver** or **we** have no legal access;
  - g) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - h) **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
  - i) any **claim** that is or may be affected by the influence of alcohol or drugs;
  - j) any **breakdown** that is caused by or as a result of **vehicle** theft or fire;
  - k) **vehicle** storage charges. If the **vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening; or
  - l) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.
18. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

## Included benefits

The following are provided at no additional charge:

### Driver-induced faults

If the **vehicle** cannot be driven for any reason other than a **breakdown**, for example if the **vehicle** has broken or cracked glass, the **vehicle** keys are broken or lost or there has been a **driver-induced fault**, **we** will send help to the **vehicle**. If the **vehicle** is a not a **heavy commercial vehicle**, **PSV** or a **specialist vehicle** and **we** cannot get the **vehicle** going again, **we** will recover the **vehicle**, the **driver**, non-fare paying **passengers** and **horses** up to 10 miles. Any **specialist equipment** required by **us** to repair or arrange recovery of the **vehicle** will be chargeable. This service is discretionary, and **we** will decide whether or not to provide this service.

### Caravan and trailers

If a **caravan** or **trailer** breaks down within the UK, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair. **We** will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer** breaks down. However if a **vehicle** breaks down and there is a **caravan** or **trailer** attached to it **we** will recover the **caravan** or **trailer** as well.

### Service in the Republic of Ireland

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

### Urgent message relay

If the **vehicle** has broken-down and the **driver** needs to get in touch with friends and family urgently, **we** will get a message to them.

### Replacement driver

If the **driver** becomes ill or injured during a journey in the UK and no one within the party can drive the **vehicle**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

## Additional services

**We** can also provide additional services that are not

included in **your RAC Breakdown Cover** but we will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a replacement car; or
4. Arrange a second or extended recovery.

**We** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under **your RAC Breakdown Cover** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

## Cancellation of your RAC Breakdown Cover

### Your right to cancel

**You** can cancel **your RAC Breakdown Cover** within the cooling off period, which is either 14 days from the **effective date** or the date **you** receive **your RAC Breakdown Cover** documents, whichever is later.

If **you** do this, the **RAC Breakdown Cover** will be cancelled with immediate effect from the day **you** request it. **Your** premium will be refunded in full unless a **claim** has been made within this cooling off period. If **you** downgrade **your RAC Breakdown Cover** after this cooling off period there will not be any refund of premium due to **you**.

At any time after the 14 day cooling off period referred to above, **you** may cancel this **RAC Breakdown Cover**. Cancellations must be made by contacting **your broker**. **RAC Breakdown Cover** will be cancelled with immediate effect. **You** will receive a pro-rata refund of premium if no **claims** have been made. If any **claims** have been made then no refund of premium will be given.

**Your RAC Breakdown Cover** will automatically cancel if **your** associated motor insurance policy is cancelled.

### Our right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date, **your broker** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **your RAC Breakdown Cover** may be cancelled; and
2. **We** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund of any premium;

## Misuse of RAC Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

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

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

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

## Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew **your** existing associated motor insurance policy.

## Changes to your details

**You** must let **your broker** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

If **you** change, remove or add a **vehicle** **you** must contact **your broker** to update **your** details. If **you** do not, **you** may not be covered.

**We** will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on **your RAC Breakdown Cover** will no longer be covered by **us**.

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

## Complaints

We are committed to providing excellent service. However, we realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with **our** services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact **us** as follows:

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	Please refer to <b>your broker</b>	

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the **UK** this will be the **UK's** Financial Ombudsman Service.

## Financial Ombudsman Service

	Phone	In writing
In the event that we cannot resolve <b>your</b> complaint to <b>your</b> satisfaction under the complaints process set out above, <b>you</b> may in certain circumstances be entitled to refer <b>your</b> complaint to the Financial Ombudsman Service at the following address:	0800 023 4567  OR  0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR  complaint.info@financial-ombudsman.org.uk  www.financial-ombudsman.org.uk
The Financial Ombudsman Service will only consider <b>your</b> complaint once <b>you</b> have tried to resolve it with <b>us</b> . Using this complaints procedure will not affect <b>your</b> legal rights.		

## Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS. Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

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

## Law

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

## Your Data

### Data protection statement

This section provides a summary of how we use your information. For full details about our use of your data, please visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy).

You can contact our Data Protection Officer by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### What data will we use?

There are three types of information about you which we will use to provide your **RAC Breakdown Cover**:

1. **Personal data:** Information which potentially identifies you. This includes your name, address, email address, telephone number and date of birth.
2. **Non-personal data:** information about you that is not personal such as information about your vehicle.
3. **Special category data:** In very limited circumstances, we will collect special category data such as information relating to your health. We will only ask for this information when necessary and in accordance with data protection laws.

### How we collect your data

We obtain your data from you when you contact us directly. We also obtain your data from **By Miles** when you purchase this **RAC Breakdown Cover** and/or if you report a new claim to **By Miles** in relation to this **RAC Breakdown Cover**.

## How we use your data

We will use your data for the administration of your **RAC Breakdown Cover** such as when you require assistance. We also monitor and record any communications with you including telephone conversations and emails for quality and compliance reasons.

We may disclose your personal data to third parties involved in providing products and services or to service providers who perform services on our behalf.

### Your rights

You have a number of rights relating to your personal data. For information about your rights you can visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy), contact our Data Protection Officer or contact our Customer Service Team by:

1. **Telephone:** 0330 159 0337
2. **Email:** [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk)
3. **Post:** RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN



# RAC

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Limited (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 Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

IBPOL092020