

vavista

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Breakdown Cover

RAC

Please keep this wording safe



Who to contact

These are all of the numbers a driver will need in the event that the vehicle has broken down or need to make any other claim under RAC Breakdown Cover.

Broken down

Call us on 0330 159 8415

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 be 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 (Section E)

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

Email: breakdowncustomercare@rac.co.uk

For repatriation queries 0330 159 0342

Or write to:

RAC

Great Park Road,

Bradley Stoke

Bristol BS32 4QN

Checklist

Certain information is required when calling to make a claim.

1. The driver's name
2. The vehicle registration number
3. The make and model of the vehicle
4. The exact location of the vehicle
5. The driver's contact number
6. Europe or for additional services, your credit card number.

Remember

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

Telephone charges

Please note the RAC 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 as national call rates and usually included in inclusive minute plans.

In Europe

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

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.

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Important information about your policy

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

RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. It meets the demands and needs of those who own or drive vehicles and wish to ensure the risk of the breakdown of the vehicles are met now and in the future.

This policy booklet contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this policy booklet. The drivers must meet these conditions or we may not provide the RAC Breakdown Cover.

You will receive a breakdown confirmation letter for each vehicle. This should be kept in the vehicle to ensure we are able to provide the services.

Please read this policy booklet carefully to check the cover you have chosen and to ensure it meets your demands and needs.

Please ensure these documents are kept in a safe place. If you cannot find any of your documents, please contact Vavista Insurance Services to request a replacement.

This policy booklet is the contract of insurance between you and RAC Motoring Services.

Use of language

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

Law

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

Your terms and conditions

Cover

RAC Breakdown Cover covers the vehicle which is identified on your breakdown confirmation letter and which is being driven by any driver with a full, valid driving licence

during the period of cover. You and each driver must comply with the applicable terms and conditions under RAC Breakdown Cover. Any failure to do so may impact on your rights under this RAC Breakdown Cover, including whether you can make a claim. You should ensure that each driver is made aware of this as well as the level of cover under RAC Breakdown Cover.

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

Reimbursement of payments

Where we state in this policy that we will reimburse you for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0334 and proof of payment).

For reimbursement of payments made by you under this policy please submit proof of payment to us at:

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

In certain circumstances, we may be able to arrange the benefits and pay such covered amounts on your behalf, and will notify you or the driver of this at the time of making the claim.

Period of cover

RAC Breakdown Cover provides cover for the period of cover as set out in your breakdown confirmation letter.

Limits of cover

The cover under this RAC Breakdown Cover is subject to a limit of five claims that can be made under this RAC Breakdown Cover during each period of cover.

1. One call out will be an attendance by an RAC patrol or RAC contractor to a vehicle as a result of a call to the RAC under RAC Breakdown Cover.
2. The limits will apply to all claims made by you and the drivers driving a registered vehicle.

Additional services provided by the RAC

If the driver requires additional services that are not covered under RAC Breakdown Cover, we may be able to arrange appropriate additional services at the driver's request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the vehicle;
2. Receive specialist services to complete a repair of the vehicle;
3. Provide services where the number of call outs that can be made under your RAC Breakdown Cover in a period of cover has been exceeded;
4. Provide any other services that may be available for an additional cost, as stated in this booklet.

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

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. air-conditioning failure) in itself does not constitute a breakdown unless it causes the vehicle to cease to function as a whole. Illumination of a vehicle's warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, you will need to make your own way to a place of repair and any break down cover

under this policy booklet will not apply;

"breakdown confirmation letter" 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;

"business use" means the use of a vehicle in connection with, or solely for the purpose of, operating a business, other than for social, domestic and pleasure purposes including commuting to and from a permanent place of work;

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

Max Weight (gross)	Max Length	Max Width	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;

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

"end date" means the date that this RAC Breakdown Cover policy expires as shown on the breakdown confirmation letter;

"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;

“modified vehicle”

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

“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 breakdown confirmation letter);

“premium”

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

“RAC”/“we”/“us”/“our”

means RAC Motoring Services [and the Additional services] and RAC Insurance Limited in respect of Sections D and E 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”

1. for the purposes of Section E only, means a traffic accident in Europe that immobilises the vehicle; and

2. for the purposes of all other Sections of these RAC Breakdown Cover, means a traffic accident involving a vehicle within the territory;

“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;

“specialist equipment”

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

“start date”

means the date that this RAC Breakdown Cover policy begins as shown on the breakdown confirmation letter;

“territory”

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

“vehicle”

1. Means the vehicle shown on your on your breakdown confirmation letter that is registered in the UK and complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	6.4 metres (21ft) including tow bar	2.55 metres (8ft 4in)	3 metres (9ft 8in)

2. For the purpose of Section E means the vehicle shown on your breakdown confirmation letter 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
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3 metres (9ft 8in)

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

“you”/“your”

means the person shown on the breakdown confirmation letter and that is permanently resident in the territory;

YOUR COVER

SECTION A: Roadside

RAC Breakdown Cover includes cover for Roadside subject to the terms and conditions below. The number of claims which you can make during the period of cover is shown under Limits of cover.

What is covered

If a vehicle has broken down in the territory or the Republic of Ireland during the period of cover and more than ¼ mile from your home as measured by us, we will provide an RAC patrol or an RAC contractor to either:

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

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

1. Provide transport for the driver and up to seven passengers, of the broken down vehicle to that chosen destination. If more than five people require transportation, we may need to provide transport in separate vehicles; or
2. If the driver chooses for us to transport the vehicle to a garage, we will reimburse the driver's taxi fare for a taxi journey to a destination up to 20 miles from the garage for the driver and up to seven passengers of the broken down vehicle as long as this is agreed with us in advance. In order to claim a reimbursement of the taxi fare, you must send the receipt for the taxi journey to us at the breakdown customer care address shown on Who to contact.

What is not covered

1. Any breakdown over the call out limit as shown under Limits of cover;
2. Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;

3. The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section A. If the RAC patrol or RAC contractor has the required parts you or the driver can purchase the relevant parts from us for an additional charge. The parts must be paid for in full at the time of the breakdown and before the repair commences. We will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under RAC Breakdown Cover
4. Any breakdown resulting from a fault where we have previously provided breakdown cover for that fault and either:
 - a. we consider acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than the RAC; or
 - b. we advised any driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these other repairs.

SECTION B: Recovery

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for Recovery as set out in this Section B. The number of claims which you can make during the period of cover is shown under Limits of cover.

What is covered

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

Where your home is in Northern Ireland, under this Section B, any breakdown cover will include the Republic of Ireland. The vehicle, the driver and up to 7 passengers are entitled

to be recovered from the Republic of Ireland to your home in Northern Ireland or a single destination chosen by the driver where the distance is less than to your home.

We may also provide at our discretion a recovery service if the driver becomes ill during a journey in the territory and the passengers are unable to drive the vehicle. We may ask the driver to provide written confirmation from the treating hospital or medical expert that they are unfit to drive and prove they are the only viable driver in their party.

What is not covered

1. Recovery that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Recovery cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
2. Recovery to more than one destination including a second recovery where the original recovery destination could not accept the vehicle due to their opening hours or other restrictions;
3. Where we can demonstrate that the recovery service as set out in this Section B, is being used by you and/or the driver to avoid the cost of repairing the vehicle;
4. Any recovery required as a result of a breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
 - a. we consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired by a party other than the RAC; or
 - b. we advised the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs;
5. Where a recovery is required due to a breakdown as a result of a problem with the tyre of the vehicle we will not provide recovery over 10 miles where no serviceable spare tyre is carried by the vehicle or no suitable alternative (as recommended by the manufacturer) is available; or
6. Any vehicle that is already at a garage or other place of repair.

SECTION C: At Home

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for At Home as set out in this Section C. The number of claims which you can make during the period of cover is shown under Limits of cover.

What is covered

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

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

What is not covered

1. Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
2. The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section C. If the RAC patrol or RAC contractor has the required parts, the driver can purchase the relevant parts from us for an additional charge. The part must be paid for in full at the time of the breakdown and before the repair commences. We will not fit any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under RAC Breakdown Cover;

3. Any breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
 - a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or
 - b. we advised the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these further repairs.

SECTION D: Onward Travel

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for Onward Travel as set out in this Section D. The number of claims which you can make during the period of cover is shown under Limits of cover.

What is covered

Onward Travel applies if a vehicle has broken down in the territory during the period of cover and following an RAC patrol or an RAC contractor attending the breakdown, we are unable to repair the vehicle in accordance with the cover under Section A or C. We will provide the driver with one of the following benefits:

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

What is not covered

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

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

Replacement car hire

What is covered

We will (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement car while the vehicle is being repaired as a result of the breakdown (up to a maximum of two consecutive days or until the vehicle has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback; and
 - b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If you do not comply with the terms and conditions of the hire company used by us and you agree with us to arrange a replacement hire car with another hire car supplier, we will reimburse you up to £35 per day up to a maximum of two consecutive days or until the vehicle has been repaired, whichever is sooner for the cost of the replacement car hire arranged by you.

What is not covered

1. Any replacement car hire arranged by us where the driver of the replacement car does not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the driver to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. We use reputable car hire companies with market standard terms and conditions;
2. Any replacement car hire arranged by the driver that has not been agreed with us prior to the driver making the arrangements or any request that is not made on the same day as the breakdown occurred;
3. We will not cover the cost of:
 - a. Delivery and collecting of the hire car vehicle including any fuel used during delivery and collection;
 - b. Any fuel used while the hire car is with a driver, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions;

- c. Any insurance excess payable under any insurance for the replacement car;
4. We will not supply:
- a. Any specific car type or model. We can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. Replacement cars with a tow bar; or
 - c. Specially adapted vehicles.

Alternative transport

What is covered

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

Hotel accommodation

What is covered

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

Assistance in a medical emergency

What is covered

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

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

What is not covered

Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.

SECTION E: European Motoring Assistance

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for European Motoring Assistance as set out in this Section E.

Required terms

To ensure we can provide the services contained within this Section E, 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:

1. 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;
3. Proof of RAC Breakdown Cover (such as the breakdown confirmation letter);
4. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the vehicle on the journey.

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 this Section E 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 pre-booked 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 under this Section E 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 under this Section E. 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/foreign-commonwealth-office> or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

The cover under Section E 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 Section E 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 that is covered by this Section E, we will provide cover for that journey.

The Sections of 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:

1. 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 under this Section E 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 (under Section E3) or arrange accommodation while the driver waits for the repair to be completed (under Section E5). 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 under this Section E 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 E 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.

SECTION E1: 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

1. A breakdown during a journey where the breakdown occurs more than 24 hours prior to the planned journey;
2. 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.

SECTION E2: Roadside assistance in Europe

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, we will arrange and pay for a service provider to either:

1. Repair the vehicle at the roadside; or
2. If they are unable to permanently repair the vehicle at the roadside, we together with the service provider will decide to either:
 - a. arrange for a temporary repair to the vehicle at the roadside; or
 - b. arrange transportation of the vehicle to a local repairer. 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;
2. 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.
3. Repair costs if, in our reasonable opinion, the vehicle is beyond commercial economical repair;
4. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the vehicle, nor render it unsafe to drive;
5. The cost of any parts required to repair the

vehicle;

6. Repair costs not directly necessary to enable the vehicle to continue the journey; or
7. If the vehicle suffers a breakdown as a result of mis-fuelling we will not repair the vehicle (including not draining or removing the fuel). We will only recover the vehicle to a local repairer. We may be able to repair the vehicle and/or arrange recovery of the vehicle to another location for an additional charge. Any further service under this Section E will not be provided.

SECTION E3: Journey continuation in Europe or return home

Cover under this Section E3 is not available if you benefit from additional accommodation expenses under Section E5.

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 Section E2, the vehicle cannot be repaired in accordance with Section E2 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:

1. 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 this Section E3 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;
3. 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;
5. The costs of meals or any other expenses; or
6. Any costs during the receipt of any benefits under Section E5.

SECTION E4: 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 Section E2, 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:

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

SECTION E5: Additional accommodation expenses

Cover under this Section is not available if you benefit from Journey Continuation under Section E3.

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 Section E2 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

1. Any accommodation costs that the driver or the passengers would have otherwise incurred on the journey;
2. Any accommodation costs if the driver has alternative accommodation available for use;
3. 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 Section E3.

SECTION E6. 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

1. A replacement driver if there is another qualified driver in the party who is fit and legally able to drive the vehicle;

2. A replacement driver where 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
3. Any expenses which the driver or the party would have had to pay if the driver had not been declared medically unfit to drive.

SECTION E7: 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

1. 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 Section E. Should the vehicle break down or be involved in a road traffic accident in the same journey, we will provide the relevant service in line with the relevant Section(s) of cover.

You should always contact the motor insurance

company that insures the vehicle first before calling us.

SECTION E8: 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 Section E2, the vehicle cannot be repaired by the planned return to the territory, we will arrange and pay for:

1. 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

1. Any storage charges or repatriation costs not authorised by us or while we are awaiting a decision from the motor insurer;
2. The cost of repatriation (including storage charges) if we determine (acting reasonably) that the vehicle is beyond commercial economical repair;
3. The cost of repatriation (including storage charges) if the vehicle is roadworthy;
4. Transportation costs for any personal belongings, valuables or luggage. Any items left with the vehicle, 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;

6. Any repairs required to the vehicle and associated costs following repatriation;
7. Any repatriation that is not authorised by the insurer if the vehicle has had a road traffic accident covered by the motor insurer;
8. 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
9. 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 Section E will not cover any vehicle, caravan or trailer or their contents during transit.

SECTION E9: 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 Section E8.

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 Section E2, 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 Section E3 we will arrange and pay for one person to collect the vehicle and return it to the territory, by any one or a combination of:

1. Second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the vehicle;
2. Additional ferry fares from the territory to Europe and back for 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 railfares;
- 4. Costs for more than one person;
- 5. Transportation costs for any personal belongings, valuables, animals or luggage; or
- 6. Any storage charges once you 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 Section E8.

SECTION 10: 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:

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

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

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.

SECTION 11: 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.

SECTION 12: 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.

General conditions for this Section E

In addition to the general conditions, the following conditions apply to this Section E. If any driver does not comply with these conditions we may not be able to provide cover under this Section E.

1. 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;
2. 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;
3. 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 Section E, 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
5. The vehicle must be maintained in accordance with the manufacturer's recommended service standards.

General exclusions for this Section E

In addition to the general exclusions, the following exclusions will apply to this Section E:

1. 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;
2. 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:
 - a. The provision of a replacement motorcycle. If the vehicle that has broken down or been in a road traffic accident is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of a trailer for the driver to transport a motorcycle is also excluded from cover under this Section E;
 - b. The provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox;
 - c. We cannot guarantee the hire of minibuses, motorhomes or vans; or
 - d. The provision of a replacement caravans or trailers;

Please note your cover under this Section E does not extend to any replacement vehicle.

4. Any breakdown or road traffic accident caused directly or indirectly by the overloading of a vehicle under the laws in any country in

which the vehicle is travelling;

5. Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a vehicle. The driver is responsible for the care of these items at all times;
6. Any breakdown or road traffic accident caused directly or indirectly by:
 - a. Running out of oil or water
 - b. Frost damage; or
 - c. Rust or corrosion
7. Any claim which you 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 this Section E;
8. If the breakdown or road traffic accident is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be at the driver's cost, or must be referred to the vehicle's motor insurer;
9. Any travel outside the territory and Europe;
10. Routine servicing of the vehicle, replacing tyres, replacing windows, replacement of missing* or broken keys. We may be able to arrange for the provision of these services but the driver must pay for any costs incurred;

*Keys which are locked inside the vehicle are covered and we can arrange for a service provider to attend. However, any damage which may occur in trying to retrieve the keys will be at 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, General exclusion 17c will apply.

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

11. The cost of any transportation, accommodation or care of any animal.
12. 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 under this Section if you or the driver had not delayed repair; and
13. Any costs that are not arranged through us or arranged by us.

General conditions

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

1. You must pay the premium for this RAC Breakdown Cover and any applicable taxes by the due date set out in the breakdown confirmation letter or this RAC Breakdown Cover may be cancelled in accordance with the cancellation provisions in Section RAC Breakdown Cover cancellation;
2. Any claim for a reimbursement of payments made must be accompanied by proof that such payment has been made before we will reimburse you, for example a receipt or invoice relating to the payment;
3. The vehicle must be registered at your home.
4. A driver that can legally drive the vehicle and is willing to drive the vehicle must be with the vehicle at the time of the breakdown and when the RAC patrol or RAC contractor arrives at the breakdown. If they are not, we will not provide any service related to the breakdown;
5. If we provide an onward transportation service of passengers of a vehicle, anyone under the age of 16 must be accompanied by someone who is 17 or over;
6. If we provide an onward transportation service for the driver and the passengers of a vehicle, any animals that were in the vehicle can only be transported in the vehicle at your or the driver's own risk. We will not transport animals in the recovery vehicle and we will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
7. We will attend a breakdown at the drivers request in good faith. By making a request for service under the terms of this RAC Breakdown Cover you or the driver confirm that the driver and your vehicle comply with all legal requirements;
8. Each driver must be authorised by you to be driving the vehicle and be a permanent resident in the territory. If not, we will not be able to provide any service related to the breakdown; and

9. The driver must be able to prove the vehicle's eligibility by producing the valid breakdown confirmation letter applicable to the vehicle they are driving.

Upon request from us, the driver must provide us with proof that the vehicle complies with any of the above conditions and allow us to examine the vehicle to confirm whether it is in a legal or roadworthy condition, at any time. If the driver is unable to provide us with such proof, if the driver does not allow us to examine the vehicle or we consider (acting reasonably) that a vehicle is not in a legal or roadworthy condition for any other reason, we reserve the right to refuse to provide any service under this RAC Breakdown Cover relating to that vehicle. This means we may decline the claim.

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

General exclusions

The following exclusions apply to all of the sections of this RAC Breakdown Cover. RAC Breakdown Cover does not cover:

1. Any breakdown or request for service occurring within the first 24 hours of you joining RAC Breakdown Cover, however this 24 hour exclusion period will not apply on renewal of RAC Breakdown Cover. For Section A, we will attend the vehicle and provide cover within the first 24 hours, but only where the vehicle had not broken down prior to you joining RAC Breakdown Cover;
2. Attendance following a road traffic accident in the territory. If a driver has had a road traffic accident in the territory and would like us to recover the vehicle we may be able to assist for an additional charge;
3. Attendance following fire, flood (in the territory), theft, act of vandalism or any other incident covered by any policy of motor insurance. If you or a driver would like us to recover the vehicle following one of these incidents we may be able to assist for an additional charge;
4. Assistance in a medical emergency;

5. Any vehicle that is already at a garage or other place of repair;
6. Servicing or assembly of a vehicle;
7. Vehicles which have broken down as a result mis-fuelling. We will not repair the vehicle including but not limited to draining or removing the fuel under RAC Breakdown Cover. We may be able to drain and remove the fuel for an additional cost. We will only recover the vehicle to a garage (within 10 miles of the breakdown in the territory). We may be able to repair the vehicle and/or arrange a recovery of the vehicle to another location which will be for an additional cost;
8. Vehicles which have broken down on land to which a driver or we do not have permission to access;
9. Vehicles which have broken down as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. Vehicles participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
10. Vehicles being demonstrated or delivered under trade plates;
11. The recovery of any caravan or trailer in the territory except where the vehicle that was towing the caravan or trailer has broken down. If the driver would like us to recover any caravan or trailer in these circumstances, we may be able to assist for an additional charge;
12. The transportation of any vehicle which the RAC patrol or RAC contractor considers (acting reasonably) is loaded over its legal limit;
13. The cost of specialist equipment for any reason (including safely lifting a modified vehicle). We may be able to arrange breakdown and recovery services with specialist equipment if needed for an additional charge; All cost of such services will be payable in advance direct to the RAC, RAC patrol or RAC contractor;
14. Any vehicle which is used for business use;
15. Transportation of any horses or livestock;
16. Any services or benefits relating to a breakdown that was reported under a different RAC agreement to this RAC Breakdown Cover. To receive any services or benefits under this RAC Breakdown Cover, the driver must have reported the breakdown against this RAC Breakdown Cover;
17. Any costs:
 - a. incurred without our prior consent. All requests for service must be made directly to us.
 - b. relating to repairs of wheels and tyres and costs relating to any vehicle not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
 - c. of towing the vehicle if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the driver to reach a garage to get the tyre replaced;
 - d. relating to a driver having failed to carry or having misused any equipment provided by the vehicle manufacturer for the purposes of removing the vehicle spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - e. relating to repairs to or replacement glass in the vehicle. We will arrange the recovery of the vehicle to a nearby garage for assistance but we will not pay for any replacement glass or pay for the fitting of any glass. The driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
 - f. relating to the keys to a vehicle being lost, stolen, or locked in the vehicle. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We will only arrange the recovery of the vehicle to a nearby garage for assistance and the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
 - g. relating to the keys to a vehicle being broken. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We will only arrange the recovery of the

vehicle to a nearby garage for assistance and you or the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;

- h. for vehicle storage charges unless otherwise expressly included in the relevant Section; or
 - i. for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the vehicle under RAC Breakdown Cover and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
18. We will not pay for any losses that are not directly associated with the breakdown or the incident in relation to which a claim is made under RAC Breakdown Cover. For example, loss of earnings due to us being unable to repair the vehicle at the roadside, losses caused by delay in us (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any claim you or a driver may have for death or personal injury);
19. We will not provide any service under RAC Breakdown Cover if we are prevented from doing so in circumstances beyond our reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances we will take steps to prevent or minimise the effects of such circumstances on our services;
20. In the event of involvement of an emergency service, we will not remove the vehicle until all emergency services concerned have provided us with authorisation. If the emergency services insist on the removal of the vehicle by anyone other than us, we will not meet the cost of the removal; or
21. Any claim caused directly or indirectly by the driver being affected by intoxicating liquors or drugs.

Misuse of RAC Breakdown Cover

You and each driver must not:

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

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

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

We will notify you in writing in the event that

we decide to take any action outlined above.

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

Renewal of RAC Breakdown Cover

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

RAC Breakdown Cover cancellation

Your right to cancel

You are entitled to cancel RAC Breakdown Cover within the first 14 days following the start date or the date you receive this policy booklet, whichever happens later. RAC Breakdown Cover will be cancelled with immediate effect. We will refund your premium in full unless you or a driver has made a claim within this period. If a claim has been made during this period no refund will be given. Cancellations must be made by contacting Vavista Insurance Services.

At any time after the 14 day cooling off period referred to above, you may cancel RAC Breakdown Cover upon giving not less than 30 days' notice. Cancellations must be made by contacting Vavista Insurance Services. RAC Breakdown Cover will be cancelled with effect from the expiry of the 30 day notice period. There will be no refund of premium.

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

Our right to cancel

1. If any premium for RAC Breakdown Cover is not paid by the applicable due date for payment, we or Vavista Insurance Services will notify you in writing. If any payments of premium due are not made within 30 days of the original applicable due date, we or Vavista Insurance Services may cancel RAC Breakdown Cover with effect from the missed

due date for payment;

2. We may cancel RAC Breakdown Cover in the event of misuse of RAC Breakdown Cover as set out in the general conditions. In the event that we decide to cancel RAC Breakdown Cover, we or Vavista Insurance Services will notify you in writing and RAC Breakdown Cover will be cancelled with immediate effect;
3. Where we cancel RAC Breakdown Cover we will not refund any premium.

If RAC Breakdown Cover is cancelled for any reason, the vehicle will no longer be covered by the RAC under RAC Breakdown Cover.

Changes to your details

You must notify Vavista Insurance Services immediately if you want to amend any details relating to RAC Breakdown Cover including any change of address and any change to any vehicle to be covered under RAC Breakdown Cover.

If necessary, you will be sent a revised breakdown confirmation letter reflecting the changes made to your details.

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

Changes to RAC Breakdown Cover terms and conditions

We can make changes to RAC Breakdown Cover terms and conditions at any time:

1. To respond proportionately to changes in general law in the territory or decisions of the Financial Ombudsman Service;
2. That are necessary to meet regulatory requirements; and/or
3. To reflect new industry guidance and codes of practice which increase the standards required for consumer protection or to make RAC Breakdown Cover terms and conditions clearer and fairer to you.

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

If the change disadvantages you or any driver, you may cancel RAC Breakdown Cover

immediately by contacting Vavista Insurance Services. You will be entitled to a refund of the premium paid subject to a deduction for the period from the start date to the effective date of cancellation of RAC Breakdown Cover. This will be calculated (daily) on a pro-rata basis.

General enquiries

For general enquiries about RAC Breakdown Cover, including changes to the cover under RAC Breakdown Cover and renewals please contact Vavista Insurance Services as follows*:

1. Call on 0344 776 5310
Vavista Insurance Services Opening Hours,
Monday to Friday 9.00am to 5.30pm,
Saturday 9.00am to 1.00pm
2. Write to:
Vavista Insurance Services
Lysander House
Catbrain Lane
Cribbs Causeway
Bristol
BS10 7TQ

If you contact Vavista Insurance Services in writing please provide your full name, contact telephone number, RAC Breakdown Cover number and, where applicable, the vehicle registration number. Please be prepared to provide the same information if you call.

If you have any problems reading this policy booklet you can contact Vavista Insurance Services customer services department on 0344 776 5310 for a large font or Braille version.

Complaints

We are committed to providing you with the highest standard of service and customer care. We realise, however, there may be occasions when you feel you did not receive the standard of service you expected. If you would like to complain about any aspect of the service we have provided to you 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
2. Write to us at:

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

3. Email us at:
breakdowncustomercare@rac.co.uk

If you 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 Vavista Insurance Services.

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

Email:

The Financial Ombudsman Service will only consider 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.

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Section D and E) 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.

Your data

Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or Vavista Insurance Services supplies to the RAC to enable Vavista Insurance Services to provide you with a quotation, for you and the RAC to enter into a contract for RAC Breakdown Cover, in making a request for service or benefit, and for administering the RAC Breakdown Cover is RAC Motoring Services (RACMS), (Registered No: 01424399, with ICO Registration Z6342667), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by writing to the "Data Protection Officer" by emailing "for the attention of the Data Protection Officer" at breakdowncustomercare@rac.co.uk.

RACMS obtains your personal data from Vavista Insurance Services when Vavista Insurance Services provides RACMS with your personal data for the purposes set out below. RACMS also obtains your personal data when you contact the RAC directly in relation to your RAC Breakdown Cover. Please be aware that the RAC may record telephone calls for staff training and evidential purposes.

The categories of your personal data that the RAC obtain about you are:

- name;
- policy number;
- vehicle registration number;

- vehicle manufacturer;
- vehicle model;
- DVLA date of your vehicle's first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide the RAC from time to time.

RACMS processes your personal data for the following purposes and its other legitimate interests in order to:

- provide you with a quote for cover;
- provide you with a contract for cover;
- fulfil your contract for cover;
- administer your RAC Breakdown Cover; and
- contact you to provide you with the services that form part of your RAC Breakdown Cover.

Please note that, if you do not provide your personal data, the RAC will be unable to provide you with the RAC Breakdown Cover you are requesting, as well as services related to administering your RAC Breakdown Cover.

RACMS will share the personal data you provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose your personal data to the RAC's service providers and agents for these purposes.

RACGC retains your personal data for so long as is necessary for the RAC to process your personal data for the purposes and legitimate interests set out above.

RACGC may transfer your personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between you and the RAC, or that RACGC enter into at your request, in your interest. In the event that RACGC transfers your personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and

approved data transfer clauses or certification mechanisms are in place with the relevant recipient of your personal data.

When you give the RAC personal information about another person, you confirm that they have authorised you to act for them, that you have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. RACGC may monitor and record any communications with you including telephone conversations and emails for quality assurance and compliance reasons.

† If you would like a list of all RAC group companies, please write to or email the Data Protection Officer.

Customer Services

0344 776 8382

talk2us@Vavista.com

To report your claim call

0344 840 9537

Windscreen Claims Glass Helpline

01904 238 277

vavista

www.vavista.com