

Contents

| | |
|---|----------|
| Demands and Needs | 1 |
| Important Information | 1 |
| Terms and Conditions | 2 |
| Definitions | 2 |
| What to do if you breakdown | 2 |
| Services in the UK | 3 |
| European Motoring Assistance | 4 |
| General Conditions | 6 |
| General Exclusions | 7 |
| Your right to cancel | 7 |
| Caring for our Customers | 8 |
| Data Protection Act – information Uses | 8 |

Statement of Demands and Needs

Roadside

This product meets the demands and needs of customers who wish to ensure that following a **breakdown** more than a quarter of a mile of their **home** address, or place where the **vehicle** is normally kept, assistance will be provided in order to attempt to repair the **vehicle** at the roadside or, if this is not possible, tow the **vehicle** to a location within 10 miles of the scene of the **breakdown**.

Recovery

This product meets the demands and needs of customers who wish to ensure that in the event of a **breakdown**, where the **vehicle** cannot be fixed locally or at the roadside, the **vehicle** and up to 8 people will be recovered to any destination within the UK.

At Home

This product meets the demands and needs of customers who wish to ensure that in the event of a **breakdown** within a quarter of a mile of their **home** address or where the **vehicle** is normally kept, the **vehicle** will be repaired or towed to a location within 10 miles of the scene of the **breakdown**.

Onward Travel

This product meets the demands and needs of customers with the Recovery option who wish to ensure that in the event the **vehicle** cannot be repaired immediately or by a local garage, that alternative transport arrangements or accommodation will be provided.

European Cover

This product meets the demands and needs of customers who wish to use their **vehicle** throughout most of continental Europe, Turkey, the Mediterranean islands and the Republic of Ireland, and wish to ensure that in the event of a **breakdown** whilst abroad, their **vehicle** will be fixed at the roadside by a contractor or if this is not possible recovered to a local garage for repair, or if this is not possible, overnight accommodation or alternative form of transport.

Important Information

Disability Discrimination

If **you** have any problems reading this booklet, **you** can always call our Customer Services on 08705 722 722 for a large font or Braille version.

Choice of Law

The laws of England and Wales govern **your** Policy, unless **you** and RAC agree otherwise and the agreement has been put in writing by RAC.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

Maximum number of call outs in the UK

You may have up to 5 call outs per year within the UK if **you** have 1 vehicle covered, or 6 call outs per year if **you** have 2 or 3 vehicles covered.

Terms and Conditions

This policy is a contract between us and you. We agree to pay for those costs set out in this policy, which occur during the period of cover and for which payment of the appropriate premium has been made and subject to the following policy terms and conditions.

Definitions

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

| | |
|----------------------------------|--|
| "Accident" | means an accidental crash immobilizing the insured vehicle. |
| "Breakdown" | means unforeseen mechanical or electrical failure during the Period of Cover in the UK and Europe which has either immobilised Your Vehicle or made it unsafe to drive. |
| "Claim" | means a call for assistance under this policy. |
| "Europe" | Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of the Bosphorus), Ukraine. |
| "Home" | means the address where you live in the United Kingdom. |
| "Period of Cover" | means the period covered by this policy as shown in your Schedule. |
| "Policy Documents" | means your RAC Business European Motoring Assistance Policy as set out in this document and incorporating the Terms and Conditions, the Conditions of Claim, the Policy Summary and the Policy Description as set out in this document. |
| "Resident of the United Kingdom" | means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom. |
| "Specialist Equipment" | is equipment not carried by RAC patrols or RAC contractors. |
| "The Party/Your Party" | means the persons including you, travelling with you in the Vehicle. |
| "United Kingdom/UK" | means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. |
| "Vehicle" | means the vehicle specified in the policy documents. |
| "We/Our/Us/RAC" | means RAC Motoring Services and/or RAC Insurance Limited. |
| "You/Your" | named in the policy documents when driving the vehicle, or any other person driving the vehicle with the owner's consent. |

What to do if you breakdown

If you are unfortunate enough to breakdown please follow these simple steps:

1. Call the appropriate number stated in the table below
2. Have to hand your policy number and vehicle registration
3. Advise the operator of the location of your vehicle and the nature of the fault

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK

0800 068 1634

France & Monaco

0800 290 112

(freephone within France and Monaco only)

0472 43 52 55

(pay call)

Republic of Ireland*

1 800 535 005

(freephone)

00 44 800 1079058*

(pay call)

Rest of Europe

00 33 472 43 52 55

(pay call)

Serbia and Montenegro

99 33 472 43 52 55

(pay call)

Azerbaijan, Belarus, Georgia, Russia, Ukraine

810 33 472 43 52 55

(pay call)

* If you are calling from a UK mobile phone, Your network provider may not allow you to call a freephone 1800 number. Please check with Your service provider prior to travelling. Customers who are affected can contact Us on 00 44 800 1079058. Your network provider may charge you for this call.

The telephone numbers are correct at the time of printing (12/08/2008)

Calls may be recorded and/or monitored. Members with hearing difficulties can contact RAC through our Minicom Supertel unit on 0800 626389 or use the SMS facilities on 07855 828282. These services are not available for European incidents.

Breakdowns on Motorways

On continental motorways (including service areas) you **MUST** use the roadside emergency telephones cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix your vehicle – contact RAC using the numbers above as soon as you can, if possible from the recovery company's depot.

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

Mobiles and car phones

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

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, you may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with your service provider that your phone meets the requirements and standards for the countries in which you are travelling.

Service in the UK

Cover applies to vehicles registered with the DVLA in Swansea or Northern Ireland only.

Roadside

If you are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a breakdown to your vehicle, we will send an RAC patrol or contractor to help you.

We will try to repair your vehicle at the roadside. Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the vehicle is taken).

If we cannot repair the vehicle at the roadside, and we believe repairs are unwise or cannot be completed within a reasonable time, we will take the vehicle and up to 8 people to a destination of your choice within 10 miles of the scene of the breakdown. If you have no preferred destination, we will take the vehicle to a nearby garage. If you wish the vehicle to be taken to any other destination, you will have to pay for the towage costs for the whole distance.

If you need to leave your vehicle at the garage we will reimburse you for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

1. Breakdowns which would be prevented by routine servicing of your vehicle
2. Any labour other than that incurred at the roadside
3. Replacing tyres or windows
4. Missing or broken keys. We will try to arrange the services of a locksmith but you will have to pay for them
5. The cost of ferry crossings, road toll and congestion charges
6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates
7. Vehicles, which, according to our patrol or contractor, had broken down or were unroadworthy before you took out your Policy
8. Vehicles, which break down within 1/4 mile of your home address or where you normally keep the vehicle
9. Contaminated fuel problems. We will arrange for your vehicle to be taken to a local garage for assistance, but you will have to pay for the work carried out

10. The cost of parts, fuel or other supplies
11. Any vehicle storage charges incurred when you are using our services.
12. Labour at any garage to which the vehicle is taken
13. Breakdown caused by or following an accident, fire, theft or act of vandalism. If you call us for assistance following such an incident you will be liable to pay us for removal. (Subject to the terms of your insurance Policy, you can then reclaim these costs through your insurance)
14. The tow or transport of any vehicle, which, in our reasonable opinion, is loaded beyond its legal limit
15. Any vehicle in a position where we cannot work on it or tow it, or wheels have been removed, we can arrange to rectify this but you will have to pay the costs involved
16. Any animals in your vehicle, please note that their onward transportation is at our discretion and solely at your risk. We will not insure any animal, including livestock in transit, during any onward transportation we undertake.

Recovery

Recovery has the same terms and conditions as Roadside but with the following variations:

If we cannot get your vehicle repaired locally within what we deem to be a reasonable time, we will take the vehicle and up to 8 people home or to a single address anywhere else. If there are more than 5 people this may require two separate vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if you are ill, and there are no passengers who can drive the vehicle, so that you cannot continue your trip. You must show us a doctor's medical certificate confirming your inability to drive (in these cases, we will provide this service as we see fit).

Recovery does not cover:

1. Any vehicle which in our reasonable opinion was broken down or unroadworthy at the time you took out your policy
2. The use of Recovery as a way to avoid paying repair costs
3. A second Recovery if we consider that the original fault of a first Recovery has not been properly repaired
4. Service within 24 hours of commencement of this policy.

At Home

At home has the same terms and conditions as Roadside but with the following variations:

At home allows you to use Roadside within 1/4 mile of your home address or where you normally keep the vehicle.

At home does not cover:

1. the rectifying of failed or attempted repairs;
2. the reimbursement of taxi fares;
3. Service within 24 hours of commencement this Policy.

Onward Travel

Onward Travel benefits must be arranged at the time of breakdown and cannot be requested later.

you are entitled to one of the following extra benefits once we have decided that we cannot get the vehicle repaired locally:

- Replacement car hire
- Alternative transport costs
- Hotel accommodation

You can use the Onward Travel benefits from your home address or within a quarter of a mile of your home address. This excludes incidents where we have been called to rectify failed repairs.

Replacement car hire

We will pay for:

1. Up to one day's hire cost of a manual car of similar cubic capacity to your vehicle up to 1600cc for the duration of the repairs to the vehicle in accordance with your Onward Travel entitlement, for one incident
2. Insurance (including collision damage waiver).

Replacement car hire is subject to availability and our supplier's terms and conditions, which will usually include:

1. Age limits
2. The need to have a current driving license, and, if held, a driving license photo card, with you
3. Limits on acceptable endorsements
4. The need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you)

Hire cars are not usually available with a tow bar, and therefore your caravan or trailer will, if eligible, be recovered under Recovery with your broken down vehicle.

If we decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

Alternative transport

We will reimburse you for standard class rail or other transport of our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

We will arrange and reimburse you for one night's bed and breakfast for up to 8 people in a hotel of our choice.

We will pay up to £150 a person or £500 for each Party whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Travel also provides special medical assistance. If you or one of your passengers is taken into hospital more than 20 miles from home we will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered:

1. A second use of the Onward Travel benefits if the original fault has not been properly repaired
2. Other charges arising from your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to you keeping the car after the agreed period of hire (you must settle these charges directly with the supplier)
3. If you require a second or any other type of vehicle we will try to arrange this for you, you will have to pay for any additional costs
4. If you are unfortunate enough to have an incident with the hire vehicle and you make an insurance claim, you will be responsible for paying any excess
5. Service within 24 hours of commencement of this Policy.

European Motoring Assistance

European Cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.

European Cover operates within all countries defined as Europe on Page 2.

Check List – Before You Travel Abroad

Before travelling abroad please check the list below to ensure you have the following original documents and items with you. Also please familiarize yourself with the terms and conditions of your policy.

- **Check Your Policy Documents are correct**
- **Credit Card** – (may be required if you need to use the vehicle hire benefit)
- **Driving licence** – (including the paper counter-part if you have a photo-card licence)
- **International driving permit** – (Where necessary)
- **Motor Insurance Certificate/Green Card** (Contact your motor insurer before travelling to confirm if you need a Green Card or wish to upgrade to fully comprehensive insurance)
- **Statement of Insurance or booking reference**
- **Vehicle Registration Document**
- **Vehicle on hire Certificate** – (If you do not have the vehicle Registration Document because your vehicle is hired or leased)
- **Visit WWW.RAC.CO.UK** – (RAC Know-How and Going on a journey, for information and advice on travelling abroad)
- **Spare set of car keys**
- **Passport**

Service in the UK en route to Europe

If you are stranded on a public highway through breakdown of your vehicle on the outward journey from home to your point of departure from the UK or on the inward journey from your point of entry to the UK, to home, we will provide services as if you were in Europe.

In addition we will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms your vehicle cannot be repaired within 24 hours.

Service whilst in Europe

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of cover.

Roadside Assistance

In the event of a breakdown we will pay for the following subject to the limitations for each section as described in the Policy description.

We will pay for:

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

We will not pay for:

1. Any labour costs other than those incurred at the roadside. we will not pay labour costs at any garage to which the vehicle is taken other than under paragraph 2 above; or
2. Repair costs, including labour, if the vehicle was in a road traffic accident, damaged by fire or stolen or is uneconomical; or
3. The cost of parts used for roadside or garage repairs; or

4. The cost of any repairs not directly necessary to enable the vehicle to continue the journey on the date of the breakdown; or
5. The cost of any other supplies, including but not limited to specialist equipment.

If we cannot repair the vehicle within 12 hours of being notified of a breakdown, then we will pay for either.

a) Additional accommodation expenses

We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while you wait for your vehicle to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

We will not pay for:

1. The costs of meals and any extra costs.

Or

b) Journey continuation or return Home

If the appropriate RAC control centre can confirm repairs to your vehicle will take more than 12 hours, or if your vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow you to either:

1. Continue the planned journey during the period your vehicle is not roadworthy
2. Return home by direct route.

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

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

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

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

We will not pay for:

1. Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car

2. The cost of any car hire beyond the period agreed with the appropriate RAC control centre
3. Any car hire expenses after your vehicle is repaired except for the direct journey to return and collect it
4. First class rail fares
5. Any costs under this benefit if they are for a service you used at the same time as the above section "Additional accommodation expenses"
6. International drop charges where a vehicle hired from Europe is dropped within the UK
7. The costs of hiring a motorcycle
8. Any hire costs not arranged through RAC or agreed by RAC.

Vehicle repatriation

If RAC can confirm that repairs cannot be completed by your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical we will pay for vehicle repatriation to the United Kingdom.

We will pay for the cost of taking the vehicle by road transporter from Europe to your home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting your baggage if the vehicle is declared a 'Write-off' by the vehicle's insurers.

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

If the vehicle has been fitted with a roof box or bicycle rack, you must remove and place it inside the vehicle. The roof box keys need to be left with your vehicle keys.

We will not pay for:

1. Claims for any repatriation not authorised by the appropriate RAC control centre
2. The cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of your vehicle according to Glass's guide
3. The cost of repatriation if your vehicle is roadworthy
4. Any claim if your vehicle is being repatriated and Customs in any country find its contents are breaking the law
5. Any further costs in connection with the vehicle once declared a write-off by us.

Collection of Vehicle from Europe

We will pay up to £600 for the following costs for one person to collect **your vehicle**, repaired abroad after a **breakdown**:

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

We will not pay for:

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

Note: The appropriate RAC control centre will make the sole decision whether **your vehicle** should be repaired in Europe for **you** (or someone nominated by **you**) to return and collect.

Authority for repatriation or repair

If **your vehicle** is not able to be driven due to a road traffic **accident**, fire, break-in or theft, any **damage** which **you** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **your** insurers must decide whether to declare the **vehicle** is a write-off, authorise repair abroad or have the **vehicle** repatriated. **we** cannot repatriate the **vehicle** unless **your** insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If **your** insurers cannot or do not give permission to repatriate then it is **our** decision alone whether to declare the **vehicle** a write-off, or repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown**, or as a result of a road traffic **accident**, fire or theft, for which **you** do not have fully comprehensive cover.

Additional services

We will pay for the costs of providing the following if applicable.

Vehicle break-in, emergency repairs

We will pay:

The cost of immediate emergency repairs, up to £175, necessary to make **your vehicle** secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided **you** report the matter to the police either before contacting us or within 24 hours of contacting us, and **you** have obtained a written report from the police.

We will not pay for:

1. The cost of repairs if they are not to make **your vehicle** secure and for the reasons stated
2. Any repair costs if **you** do not obtain a police report and submit it with **your** claim
3. Repatriation benefits as described under the section entitled 'vehicle repatriation'

Spare parts dispatch

If as a result of a **breakdown** **your vehicle** needs parts but these are unavailable locally **we** will pay for:

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

We will not pay for:

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

Accidental damage to or loss of tent

We will pay:

A contribution to accommodation expenses of up to £30 per person per day if during the **period of cover** **you** are camping and **your** tent is damaged. Accidentally making it unusable, or it is stolen. Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If **your** tent is stolen **you** must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

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

Urgent message relay service

We will pay for:

The cost of relaying urgent messages from the appropriate RAC control centre to **your** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown**, **accident** or fire or it is stolen.

We will not pay for:

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

Replacement driver

We will pay for:

The cost of providing a replacement driver to drive **your vehicle** and The Parties to **your** destination or **home**, if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

We will not pay for:

1. Replacement driver cost if there is another qualified driver in the **party** who is fit to drive
2. For any costs associated with more than one claim per journey abroad

Customs claims indemnity

We will pay for:

Continental or Irish Customs claims for duty if:

- a) the **vehicle** is beyond economic repair as a result of fire or theft abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- b) it is stolen abroad during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0870 5 49 33 20 Monday-Friday 9am-5pm.

We will not pay for:

Any import duties not relating to the **vehicle**.

Please note:

You may only make one claim per journey and You may make a maximum of two claims per year.

There is an overall limit of £2500 per Claim applied to the European section of this Policy.

European Claims Procedure and Conditions

When providing assistance **we** make every effort to meet on **your** behalf all costs within the claim limit. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the United Kingdom. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by :

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

If you have paid any cost which you believe is covered under your Policy, please telephone us for a claim form immediately on your return home, quoting your Policy reference number. When returning your completed claim form you should enclose relevant original receipts (not photocopies).

If you have any enquiries relating to repatriations or claims associated with our European Service, please contact us on 0870 549 3320.

Payment of claims depends on you complying with the following conditions for all of your Policy.

1. You must keep all relevant original receipts (not photocopies) as they will be needed for any claim. We may refuse to pay expenses you are claiming back if you cannot provide original receipts or bills for the items you have paid.
2. You must make any claim on an RAC claim form, please bring your claim to our attention as soon as you can (if possible within 28 days) after you return to the United Kingdom. Claims which are not on an RAC claim form will not be accepted. This does not affect your statutory rights to take legal action in or exercise any other legal remedy
3. If we pay out money for you under your Policy we can take over your right to get that money back. You must cooperate with us as much as possible if requested by us
4. You must do all you can to prevent accident, injury, loss or damage, as if you were not covered under your Policy
5. You must forward to us any writ, summons, legal document or other communication about the claim as soon as you receive them
6. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help we may need at your expense. This includes medical certificates and details of your household insurance if necessary
7. You must not admit liability or offer or promise payment without our written permission
8. You must, within 7 days of any request from us, send to us copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should you use the Policy following a road traffic incident

General Conditions

Credit card details

We will require your credit card details if we arrange a service for you which is not covered by your policy or if it exceeds the policy limits set out in the part entitled "Policy Description". If you do not provide us with your credit card details RAC will not be able to provide certain services which will be notified to you when credit card details are requested.

Motorcycles

The policy covers motorcycles on the same basis as other eligible vehicles. However, it is not possible for us to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for you to transport your motorcycle.

Caravans and trailers

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

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

Unforeseeable losses or events

Except in relation to any claim you may have for death or personal injury, if we are in breach of the arrangements under this contact, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under your Policy, if there is anything beyond our reasonable control or the reasonable control of any service provider which prevents us or a service provider from providing that benefit.

Benefits may be refused if you or any of your party behaves in a threatening or abusive way to any persons providing service under your Policy.

Taxi Bookings

In some circumstances it can be quicker and easier for you to arrange a taxi. We may ask you to make your own arrangements for taxi service. If so please send your receipts to us and we will reimburse you.

Service providers

The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on your behalf and/or paid for under the Policy by RAC on your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorizing repairs and making sure any repairs to your vehicle are carried out to your satisfaction.

Vehicle condition

Your vehicle must be roadworthy and in good mechanical condition when you apply for Cover and you must keep it in that condition.

Fraud

If any claim is found to be fraudulent in any way your Policy will be cancelled immediately and all claims forfeited

Service in Europe

Motor insurance

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

Availability of service in Eastern Europe

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

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk; or by telephoning The FCO Travel Advice Unit on: 0870 606 0290.

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, your vehicle, if there is one available. If you were travelling in an MPV or similar vehicle we may arrange two hire cars. We will only arrange this if there are two qualified drivers in your party. Otherwise, we will arrange alternative means of transport.

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

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If you leave a hire car at a different location to the one arranged by the RAC control centre you must pay any collection charge which may be made.

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

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted.

It may be necessary therefore to arrange two hires or alternative transport to complete **your** journey. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of **your** journey.

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, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

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

Special requirements for Vehicles with over 9 seats

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

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

Repayment of credit

You must pay back to **us** on demand:

1. any costs **we** have paid for which **you** are not covered under **your** Policy
2. the cost of any spare parts supplied.

Spares dispatch

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

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

General Exclusions

In addition to any limits and exclusions noted elsewhere in **your** Policy, **your** Policy does not cover;

1. Costs for anything which was not caused by the incident **you** are claiming for
2. **Vehicles** which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which **breakdown** as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, **Vehicles** participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but **Vehicles** participating in any off road rally will not be covered
3. Any claim if **you** breakdown at a motor traders premises, garage or premises offering vehicle repair.
4. The cost of all parts, garage, labour or other costs in excess of **your** Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK
5. Loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc)
6. Any incident affecting a vehicle hired under the terms of **your** Policy
7. Routine servicing of **your vehicle**, replacing tyres, missing or broken keys*, or replacing windows. **we** may be able to arrange for the provision of these Services but **you** must pay any costs incurred. Note: Keys which are locked inside a **vehicle** are covered and **we** can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at **your** risk
8. Any claim caused directly or indirectly by:
 - a) **your** property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority;
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event
9. Any claim caused directly or indirectly by the overloading of **your vehicle** and/or any caravan or trailer
10. Any claim as a result of **vehicle breakdown** due to:
 - a) running out of oil or water;
 - b) frost damage;
 - c) rust or corrosion;
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel.
11. Any claim caused directly or indirectly by the effect of intoxicating liquors or drugs
12. Any claim where **your vehicle** is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
13. Any claim which **you** have made successfully under any other Policy of insurance held by **you**. If the value of **your** claim is more than the amount **you** can get from **your** other insurance **we** may pay the difference subject to Policy limits and exclusions
14. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake
15. Any period outside **your period of cover**
16. Any **vehicle** other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **vehicle** and provided that the **vehicle** conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross **vehicle** Mass (GVM);
 - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).

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

If the **vehicle** requires repatriation **we** will arrange for repatriation of the caravan or trailer as well.
17. Any claim by **you** unless **you** are Resident of the United Kingdom and the **vehicle** is registered with the DVLA in Swansea or Northern Ireland
18. Any **vehicle** which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within **your period of cover**. **You** must also make sure it is serviced as the manufacturer recommends
19. Any **vehicle** carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification
20. **Your vehicle** if it is unattended
21. Any personal effects, valuables or luggage left in **your vehicle** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the **vehicle**. These are **your** responsibility
22. **Specialist equipment** costs. **We** will however arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor
23. Any costs which are not directly covered by the terms and conditions of this cover.

Your Right to Cancel

1. **You** are entitled to cancel **your** Policy up to 14 days following the commencement (or renewal) date of cover, or the date **you** receive **your** Terms and Conditions booklet, whichever happens later
2. If **you** have not made a claim within the first 14 days **we** will refund the cost of **your** Policy.
3. If **you** use the service within the first 14 days and decide to cancel, **you** will not be eligible for any refund
4. If **you** cancel the Policy after 14 days, no refund or credit will be applied
5. If **you** do not pay for **your** premium promptly, **we** will cancel **your** Policy
6. **Your** Policy will automatically terminate in the event that **your** related motor insurance Policy terminates.

Caring for our customers

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. Should you have cause for complaint about any aspect of the service we have provided to you, please contact us at the relevant address indicated and we will work with you to resolve your complaint.

We will deal promptly with your query. Unless we can satisfactorily resolve your complaint within 24 hours we will send you an acknowledgement within five working days, along with a leaflet outlining our complaints procedures and any rights you may have to refer the matter to the Financial Ombudsman Service.

Please quote your full name, membership or Policy number and where applicable your vehicle registration in any communication.

If you have used our breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to our attention as soon as you can (if possible, within 28 days of becoming aware of it). This does not affect your statutory rights to take legal action or exercise any other legal remedy.

Please write to us at:
Breakdown Customer Care,
RAC Motoring Services,
RAC House,
PO Box 200,
Walsall
WS5 4QZ.

If you are dissatisfied with any other aspect of RAC's services, please contact us at the following address:

Membership Customer Care,
RAC Motoring Services,
Great Park Road,
Bradley Stoke
BS32 4ZZ

If you are dissatisfied with the service you have received under your European Cover please write to us at:

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

Freephone from the UK on 0800 107 5861 or
from Europe on 00 44 (0) 161 332 1040
Fax: 01922 746 528

Email: customercareoperations@rac.co.uk

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation in the unlikely event that RAC insurance Limited and RAC Motoring Services (for insurance mediation purposes only) are unable to meet their obligations to you as a policyholder, depending on the type of insurance and circumstances of any claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS or by visiting www.fscs.org.uk.

Who regulates us?

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are authorised and regulated by The Financial Services Authority. You can check our authorisation on the FSA's Register by visiting www.fsa.gov.uk or by contacting the FSA on 0845 606 1234

Both Companies are subsidiaries of Aviva PLC.

RAC Registered addresses

RAC Motoring Services and/or RAC Insurance Limited (Registered Office: 8 Surrey Street, Norwich, NR1 3NG (Registered No.01424399 and 2355834).

Data Protection Act – Information Uses

Protecting Your Information

For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is:

RAC Motoring Services (RACMS),
(Company No: 1424399),
8 Surrey Street,
Norwich
NR1 3NG.

RACMS will share the information you provide, together with other information, with our group companies. We (RAC group companies) may use this for administration, customer services and profiling your purchasing preferences. We may disclose your information to our service providers and agents for these purposes. We may keep your information for a reasonable period to contact you about our services.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of your information (for which we will charge a small fee) and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

Sensitive data

By proceeding with this contract, you give us consent to use your sensitive personal data e.g. health data for your registration under the Motability Scheme (if appropriate), solely for the purposes for which you submit it.

Notes

