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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 Motoring Assistance** 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.

Definitions

Certain words have specific meanings where they appear in this *policy*. These words are printed in bold italic type in the *policy* wording; their meanings are shown below.

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*.

DVLA – means the Driver and Vehicle Licensing Agency Swansea SA67JL responsible for registration of *vehicles* in the *UK* and the equivalent authority in Northern Ireland for *vehicles* in Northern Ireland.

Fulfilment Material – means the confirmation of *policy* coverage provided to *you* by *us* or on *our* behalf.

Home – means *your* permanent residence in the *UK*. **Period of Cover** – means the period covered by this *policy* as shown in *your* Schedule.

Policy – means *your* Broker Direct *policy* 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.

Territory – 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 Bosporus), Ukraine.

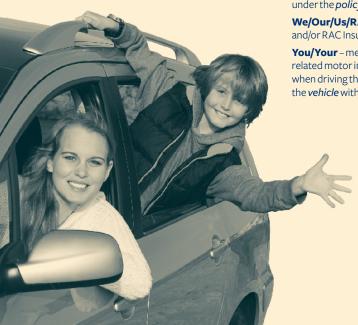
The Party/Your Party – means the persons including *you*, travelling with *you* in the *vehicle*.

United Kingdom/UK – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle – means the *vehicle* specified in the *fulfilment material* being eligible to receive services under the *policy*.

We/Our/Us/RAC – means RAC Motoring Services and/or RAC Insurance Limited.

You/Your – means the person named on the *policy*/ related motor insurance in the *fulfilment material* when driving the *vehicle*, or any other person driving the *vehicle* with the owner's consent.



How to obtain assistance in the UK

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

- Call the appropriate number stated in the list 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 (Freephone)

The telephone number is correct at time of printing 10th May 2010.

Calls may be recorded and/or monitored.

Customers with hearing difficulties will need to prefix **18001** before dialling the relevant number to be connected to Type talk or use the SMS facilities on **07855 828282.**

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 taxifares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

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

- 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.
- 11. The cost of parts, fuel or other supplies.
- 12. Any *vehicle* storage charges incurred when *you* are using *our* services.
- 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.
- Any vehicle in a position where we cannot work on it or towit, 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).

Residents in Northern Ireland are also entitled to be recovered from Republic of Ireland.

Recovery does not cover:

 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:
 - a) the original fault has not been repaired properly by a party other than *RAC*;
 - b) *RAC* have advised *you* that it is a temporary repair; or
 - c) the desired destination cannot accept the *vehicle* due to company opening hours or other restrictions.
 - If a second recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.
- 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 taxifares.
- 3. Service within 24 hours of commencement of this *policy*.
- 4. Recovery of the vehicle.

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
- Hotelaccommodation.

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.

Service in the UK (cont.)

Replacement Car Hire

We will pay for:

- Up to one day's hire cost of a manual car of similar cubic capacity to your vehicle up to 1600cc if your vehicle is being repaired.
- 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 licence, and, if held, a driving licence 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.

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.

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:

- 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).
- A second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party or if we have advised you that it is a temporary repair.
- 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.
- 4. Service within 24 hours of commencement of this *policy*.
- 5. Any onward travel benefits, as stated above, before *our* attendance of the *breakdown* incident.
- 6. Any of the onward travel benefits, as stated above, if the *vehicle* is not displaying a valid excise licence.

How to obtain assistance abroad

1. European Motoring Assistance

European Motoring Assistance applies to *vehicles* registered with the *DVLA* and operates throughout the *territory*.

To obtain help in the event of a *breakdown*, accident, fire or theft, or if the only qualified driver is medically unfit to drive, please call the *RAC* control centre listed under 2 below and state that the *vehicle* has European Motoring Assistance and give the following information.

- 1. Your name.
- Your location and telephone number

 if you are on a Motorway see also note 3 below.
- 3. The make and registration number of the *vehicle*. European Motoring Assistance operates within all countries defined as *territory* on page 3.

2. Please call

France & Monaco

0800 290 112

(freephone within France and Monaco only) 0472 43 52 55 (pay call)

Republic of Ireland*

1800535005 (freephone)

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)

The telephone numbers are correct at time of printing 10th May 2010.

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.

Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on **07855 828282**. These services are not available for European Motoring Assistance.

3. Breakdowns on Motorways

On continental motorways (including service areas) you MUST use the roadside emergency telephones, you 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.

How to obtain assistance abroad (cont.)

Policy Description

There is an overall limit of £2500 per *claim* applied to claims relating to the European Motoring Assistance level of cover

Service in the UK en route

Product Limitation

Roadside Assistance Repair at the roadside or

> recovery to the nearest garage capable of performing repairs

or home

Journey Continuation Replacement vehicle to a

maximum of £750

Service whilst abroad

Benefit Limitation

Roadside assistance Repair at the roadside or

recovery to the nearest garage capable of performing repairs

Spare parts dispatch

Additional

Accommodation

Expenses £30 per person per day

Journey continuation

or return home

Maximum of 14 days car hire or second class rail fare

Replacement driver

Vehicle break-in/

emergency repair £175

Accidental damage to

or loss of tent £30 per person per day.

Urgent message relay service

Vehicle repatriation to United Kingdom

Limited to the value of the vehicle being UK Glass's guide

Customers claims indemnity

Service after return home

Renefit Limitation

Collection of vehicle

left abroad for repair £600

Services whilst Abroad

Service in the UK

Service in the *UK* is provided under the terms of *your* current *UK* product. This product does not cover service in the *UK* except expressly contained in this document.

Service in the UK en route to the territory

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 abroad.

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 abroad

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 terms and conditions.

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
- 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:

- 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
- 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:

- 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 abroad is dropped within the *UK*.
- 7. The costs of hiring a motorcycle.
- 8. Any hire costs not arranged through *RAC* or agreed by *RAC*.

How to obtain assistance abroad (cont.)

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, cover is available for either:

a) Vehicle Repatriation

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:

- Claims for any repatriation not authorised by the appropriate RAC control centre.
- 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
- 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*.

Or

b) Collection of Vehicle from Abroad

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

- Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- 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

 $\label{eq:wewill} \textit{We} \, \text{will pay for the costs of providing the following if applicable.}$

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*.
- 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:

- 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.
- 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:

- The cost of non-urgent messages or messages to persons not described in the previous paragraph.
- 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:

- Replacement driver cost if there is another qualified driver in the party who is fit to drive.
- 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
- 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. (Calls may be recorded and/or monitored).

We will not pay for:

Any import duties not relating to the vehicle.

Policy Requirements and Limitations

a. Service in the UK and Abroad

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 7.6m. 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 authorising repairs and making sure any repairs to your vehicle are carried out to your satisfaction.

b. Service in the UK Only

Battery Related Faults

For battery related faults *your policy* entitlements are as follows:

- RAC's initial attendance for a battery related fault is included in your policy's entitlement.
- The fitting of any parts or batteries purchased by you prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary call outs.
- RAC will test your battery at that initial breakdown attendance. If the battery is no longer serviceable and so fails the test you will be advised to replace it.

4. If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.

c. Service Abroad Only

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.

Motor Insurance

RAC European Motoring Assistance 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.

Policy Requirements and Limitations (cont.)

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 Office for details.

Repayment of Credit

You must pay back to us on demand:

- 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.



Policy Exclusions

Service in the UK and Abroad

In addition to any limits and exclusions noted elsewhere in this *policy. We* will not cover;

- 1. Costs for anything which was not caused by the incident *you* are claiming for
- Breakdowns in the UK resulting from road traffic accidents, vandalism, fire of theft.
- 3. 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.
- Any claim if you breakdown at a motor traders premises, garage or premises offering vehicle repair.
- 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.
- 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).
- 7. Any incident affecting a *vehicle* hired under the terms of *your policy*.
- 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.

- 9. 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.
- Any claim caused directly or indirectly by the overloading of your vehicle and/or any caravan or trailer.
- 11. 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.
- 12. Any *claim* caused directly or indirectly by the effect of intoxicating liquors or drugs.
- 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.
- 14. 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.
- 15. 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.
- 16. Any period outside your period of cover.
- 17. 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 4x4 sport utility *vehicle* and provided that the *vehicle* conforms to the following specification:

Policy Exclusions (cont.)

Service in the UK and Abroad

- 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 7.6m. 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.
- 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.
- 19. 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.
- 20. 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.
- 21. Your vehicle if it is unattended.

- 22. 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.
- 23. 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.
- 24. Any costs which are not directly covered by the terms and conditions of this *policy*.
- 25. *Vehicles* which were broken down or unroadworthy at the start of this *policy*.
- 26. It is a legal requirement that *vehicles* used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed we will attempt to fix *your vehicle* at the roadside but will not provide any other service or benefit. (The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain old vehicles, agricultural vehicles and emergency vehicles. For further information please contact *DVLA* at www.dvla.gov.uk).
- 27. The costs of any parts provided by RAC to fix your vehicle at the roadside must be paid in full by credit/debit card at the time of breakdown before work can commence.

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, WS5 4QZ

If you have any enquiries relating to repatriations or *claims* associated with *our* European Service, please contact *us* on **0870 549 3320** (Calls may be recorded and/or monitored).

Email: customercareoperations@rac.co.uk

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).

Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any claim. We may refuse to arrange reimbursement of expenses you are claiming back if you cannot provide original receipts or bills for items you have paid.

Payment of *claims* depends on *you* complying with the following conditions:

- 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.
- If RAC pay out money for you RAC can take over your right to get that money back. You must cooperate with RAC as much as possible if requested by us.
- You must do all you can to prevent accident, injury, loss or damage, as if you were not covered.
- 4. You must forward to RAC any writ, summons, legal document or other communication about the claim as soon as you receive them.
- 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.
- 6. **You** must not admit liability or offer or promise payment without *RAC*'s written permission.
- The vehicle must be roadworthy and in good mechanical conditions when you commence your journey.
- 8. If any *claim* is found to be fraudulent in any way *your claim* will be forfeited.

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 Information

Period of Cover

- Your cover is for one year, renewable annually.
- Except for Continuous Monthly policies, where cover is on a monthly basis.
- This policy will automatically terminate in the event that your related motor insurance policy terminates.

Disability Discrimination

If you have any problems reading this booklet, you can always call our Customer Services on **08705 722 722** (calls may be recorded and/or monitored) 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 contact will be in English.

Additional Covers - Refund of Premiums

If you have purchased additional cover options with this policy no refund is available on those additional covers if they are subsequently removed after the statutory cancellation period.

Your Right to Cancel

If you do not pay for your premium promptly, we will cancel your policy.

- 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.
- 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. Your policy will automatically terminate in the event that your related motor insurance policy terminates.

Cancellations can be made by contacting Broker Direct Plc at the following address:

Broker Direct Plc Deakins Park Hall Coppice Road Egerton Bolton Lancs BL7 9RW



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.

If you are dissatisfied with the service you have received under your European Motoring Assistance 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 **0044 (0) 161 332 1040** (Calls may be recorded and/or monitored). Fax **01922 746 528**.

or email: customer care operations@rac.co.uk

If you are dissatisfied with any other aspect of the services provided to you please contact:

Broker Direct Plc Deakins Business Park Hall Coppice Road Egerton Bolton Lancs BL7 9RW

An acknowledgement that *your* complaint has been received will be sent to *you* within 5 working days following which *your* complaint will be investigated on behalf of the Chief Executive.

Financial Services Compensation Scheme

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme, depending on your type of insurance and the circumstances of any claim.

Data Protection Act

Who Regulates Us?

RAC Motoring Services (in respect of insurance mediation services only) and RAC Insurance Limited 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**.

RAC Motoring Services and RAC Insurance Limited are subsidiaries of Aviva PLC.

Registered Address

RAC Motoring Services (registered in England No: 01424399) and/or RAC Insurance Limited (registered in England No: 2355834) both with registered office of 8 Surrey Street, Norwich, NR13NG.

For the purposes of the Data Protection Act 1998, the data controller in relation to the information *you* supply is Broker Direct.

The information *you* provide is collected by or on behalf of Broker Direct and may be used by Broker Direct, its employees, agents and service providers acting under Broker Direct's instruction for the purposes of insurance administration, underwriting, *claims* handling and to enable Broker Direct to detect fraud or loss.

Broker Direct may use some of the information you provide for research, marketing or statistical purposes. Broker Direct will not use your information or pass it on to any other person for the purposes of marketing further products or services to you. You can ask Broker Direct for more information about this. You should show this notice to anyone who has an interest in property insured under the policy. Providing information to Broker Direct signifies your consent to it being used for these purposes. You must ensure that any information you supply relating to anyone else is accurate and that you have obtained their consent on Broker Direct behalf to the use of their data for these purposes.

If you have any queries about Broker Direct use of your information please write to the Data Protection Officer,

Broker Direct Plc Deakins Park Hall Coppice Road Egerton Bolton Lancs BL7 9RW



In the event of a Breakdown and to summon assistance in the UK please call $0800\,068\,1634$