

Your Breakdown Cover

Provided by the RAC

A vehicle breakdown service for cars and small vans



Policy booklet
July 2017

CO
vea Insurance

Contact Us . . .

Breakdown	0330 159 0260
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Breakdown in Europe, calling from:

Europe	00 33 472 43 52 55*
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French landline	0800 290 112 (freephone)
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Republic of Ireland	1 800 535 005 (freephone)
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Bringing your vehicle back to the UK after a breakdown

0330 1590 342

Claim Form Requests from:

UK	0330 1590 334 or europeanclaims@rac.co.uk
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Europe	0044 161 332 1040* or www.rac.co.uk/europeanclaimform
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Customer Services

Please contact your broker as shown on your schedule

Hearing Assistance

Telephone prefix 18001 to access Tynetalk or text the RAC on 07855 828282

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

Telephone charges

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

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

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

Welcome to Your Breakdown Cover from Covéa Insurance

Your Breakdown Cover consists of:

1. A **Breakdown** Policy – one or more contracts of insurance between **you** and the insurers – depending on the type of cover:
 - (a) RAC Motoring Services provides insurance for Sections A, B and C; and
 - (b) RAC Insurance Limited provides insurance for Section D.

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

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

Please read this policy and **your schedule** to ensure the cover meets **your** needs. If **you** have any queries please contact **your broker**.

In the event of a breakdown

If your vehicle breaks down, please provide the RAC with

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

If **you** fail to contact the **RAC** within 24 hours of becoming aware of a **breakdown**, **Breakdown Cover** may be refused.

Remember

Please let the **RAC** know if **you** have called the **RAC** but manage to get going before the **RAC** arrive. Cover will only be provided if the **RAC** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

If you have broken down or are involved in a road traffic collision on a motorway in France or Mainland Europe

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

These charges will be paid back to **you** as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so the **RAC** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact the **RAC**.

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Definition of words

We don't hide behind jargon. To help you understand everything we say, here are the explanations of the key words we have used.

Any words in bold appearing throughout this Breakdown Cover have a specific meaning which are explained below.

Beyond economical repair

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

Breakdown/break down/ broken down

An event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault**, flat tyres or any key related issue other than keys locked in **your vehicle**.

Breakdown Cover

Your breakdown Cover that is subject to the terms and conditions together with **your schedule**.

Broker

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

Call-out/claim

Each separate request for service or benefit for cover under any section of this **Breakdown Cover**.

Caravan/trailer

Any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high.

Covéa Insurance

Covea Insurance plc of 2 Norman Place, Reading, Berkshire RG1 8DA.

Driver/their/they

You or any driver as shown on **your schedule** of a **vehicle** at the time a breakdown occurs who is authorised to be driving the **vehicle** and is permanently resident in the territory.

Definition of words

Driver induced fault

Any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure.

Effective date

The date that **your Breakdown Cover** begins, or renews, as shown on **your schedule**.

End date

The date that **your Breakdown Cover** expires as shown on **your schedule**.

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, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe.

Home

The address in the **UK** where **you** live permanently, as shown on **your schedule**.

Journey

A trip to **Europe** which begins and ends on return from home during the **policy period**.

Market value

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

Modified vehicle

Any vehicle that has been modified from the manufacturer's specifications.

Passengers

The driver and up to 7 people travelling in the **vehicle**.

Planned departure date

The date when **you** intend to begin **your journey**. The **RAC** may ask for proof of this.

Policy period

The length of time for which **your Breakdown Cover** is in force as shown on **your schedule**.

Policy year

The **policy period**, from the **effective date**.

Definition of words

RAC

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

Road traffic collision

1. for the purpose of Section D only, a traffic collision in **Europe** that immobilises the **vehicle**; and
2. for all other sections, means a traffic collision involving a **vehicle** within the **UK**.

Schedule

The document entitled “**schedule**” containing important details about **your Breakdown Cover** and levels of cover.

Specialist equipment

Equipment that is not normally required by **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment.

UK

England, Scotland, Wales, Northern Ireland, and for the purpose of **your Breakdown Cover** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

Vehicle

The **UK** registered vehicle as shown on **your schedule** and that complies with the following specifications:

1. it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 5.5m (18ft) long including a tow bar; and (c) 2.55 metres wide; or
2. for Section D it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide;
3. It is not a motorcycle over 121cc or a mobility scooter;

You/your

The person taking out the **Breakdown Cover** as named on **your schedule**.

Important information about your policy

Your Breakdown Cover is intended to offer services relating to the **breakdown** of **your vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.

There are four sections of **Breakdown Cover**, these are:

- A. Roadside
- B. Recovery
- C. At Home
- D. European Motoring Assistance

Please refer to **your schedule** which sets out what level of **breakdown cover** you have chosen. The following terms and conditions apply dependent on the cover shown on **your schedule**. Please make sure this is correct.

There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.

All requests for service must be made directly to **RAC**.

Policy type

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

Policy Period

Your Breakdown Cover will start on the **effective date** and end on the end date as shown on **your schedule**.

Limits of Cover

Cover under **your Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
 - (a) no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing **your Breakdown Cover**;
 - (b) no **claim** is permitted under sections B to D within 24 hours of the initial **effective date** of the **Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section; and
 - (c) in order to make a **claim** under Section B (Recovery) the **RAC** must have first attended under Section A (Roadside).
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one claim means one request for service or benefit for cover under any section of **your Breakdown Cover**, regardless of who makes the **claim**;
3. The amount that is covered:
 - (a) for certain types of **claim** or for certain sections, as set out in **your Breakdown Cover**.

Important information about your policy

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform.

If **you** have any queries please contact **Breakdown** Customer care on 0330 159 0342. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. The **RAC** may ask **you** to supply original documents.

Hire Car Terms

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

What is Covered

1. The **RAC** will try to find a hire car close in size to **your vehicle**, but cannot guarantee this and the **RAC** may offer more than one hire car;
2. If **you** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let the **RAC** know before **you** hire a car, and then provided the **RAC** have agreed the cost, the **RAC** will pay **you** back up to £35 per day;

3. Where the **RAC** arrange a hire car the **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

What is not Covered

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

Included Benefits

As well as the cover the **RAC** provide under Sections A to D, the **RAC** offer the following benefits provided by **RAC** Motoring Services at no additional charge to **you** and include:

- Urgent Message Relay; and
- Replacement Driver.

Additional Services

RAC Motoring Services can also offer additional services following a **breakdown** for an additional charge which will be agreed with **you** before service is provided.

Your Cover



Section A. Roadside

Your Breakdown Cover includes cover for Roadside.

What is covered	What is not covered
<p>If the vehicle breaks down within the UK more than a 1/4 of a mile from your home, the RAC will:</p> <ol style="list-style-type: none"> 1. Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or 2. If the RAC are unable to repair the vehicle at the roadside, the RAC will recover the vehicle and passengers to a destination chosen by the driver up to a maximum of 10 miles from the breakdown; <p>If the RAC recover the vehicle to a garage, the RAC will pay you back for taxi costs for passengers to continue the journey to a single destination within 20 miles.</p> <p>Caravans or Trailers</p> <p>If a caravan or trailer breaks down within the UK more than 1/4 mile from your home, the RAC will send help to repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.</p>	<ol style="list-style-type: none"> 1. The cost of any parts; 2. The fitting of parts, including batteries, supplied by anyone other than the RAC; 3. Any breakdown resulting from a fault that the RAC have previously attended and: <ol style="list-style-type: none"> (a) the original fault has not been properly repaired; or (b) the advice given to you after a temporary repair has not been followed; 4. Recovery for caravans or trailers if the caravan or trailer breaks down.

Your Cover



Section B. Recovery

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

What is covered	What is not covered
<p>If the RAC are unable to repair the vehicle under Section A (Roadside), the RAC will recover the vehicle from the breakdown location to:</p> <ol style="list-style-type: none">1. A local garage; or2. A single destination chosen by the driver within the UK. For long distances the RAC may use more than one recovery vehicle. <p><i>Please note: recovery must be arranged with the RAC while they are at the scene.</i></p>	<ol style="list-style-type: none">1. Please see the “What is not Covered” part of Section A (Roadside), which also applies here;2. Tyre faults where the vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by the vehicle’s manufacturer or a locking wheel nut;3. A second recovery owing to the intended original destination being closed or inaccessible.

Your Cover



Section C. At Home

Please refer to **your schedule** which sets out whether **your Breakdown Cover** includes cover for At Home.

What is covered	What is not covered
<p>The RAC will provide the same cover as the “What is Covered” part of Section A (Roadside) and if your vehicle breaks down at, or within a 1/4 of a mile of, your home.</p>	<p>Please see the “What is not Covered” part of Section A (Roadside), which also applies here.</p> <p>Please refer to your schedule which sets out whether your Breakdown Cover includes cover for At Home.</p>

Your Cover



Section D.

European Motoring Assistance

Please refer to **your schedule** which sets out whether **your Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section D is subject to an aggregate overall limit of £2500 per call out and is subject to the further limits of cover in respect of each type of cover.

What is covered	What is not covered
<p>Section D1: Onward travel in the UK</p> <p>If the RAC attend a breakdown under Section A (or C) and cannot fix the vehicle by your planned departure date and you are within 24 hours of your planned departure date the RAC will arrange a hire car for the continuation of your journey up to 14 consecutive days or until the vehicle has been fixed if sooner and one person will be transported to their nearest hire car supplier to collect the vehicle.</p>	<p>Requests following a road traffic collision.</p>
<p>Section D2: Roadside assistance in Europe</p> <p>If the vehicle breaks down or is involved in a road traffic collision in Europe during a journey, the RAC will send assistance to either:</p> <ol style="list-style-type: none">1. Repair the vehicle at the roadside. This could be a permanent or temporary repair; or2. If the RAC are unable to repair the vehicle at the roadside, they will:<ol style="list-style-type: none">(a) recover the vehicle and passengers to a local garage for fault diagnosis on the vehicle;(b) pay for the initial fault diagnosis to find the next course of action;(c) contribute towards the garage labour charges up to £150;(d) help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and(e) relay any urgent messages from the driver to a contact of their choice.	<ol style="list-style-type: none">1. Repair costs, including garage labour charges:<ol style="list-style-type: none">(a) if the vehicle was in a road traffic collision; or(b) if the vehicle repair costs will be more than its market value.2. The costs of any parts. <p><i>Note: By claiming under this section you are authorising the RAC and the garage to undertake fault diagnosis.</i></p>

Your Cover

Section D.

European Motoring Assistance

What is covered	What is not covered
<p>Section D3: Onward travel in Europe</p> <p>If the vehicle has a breakdown or you are involved in a road traffic collision during a journey in Europe and the RAC establish that the repairs cannot be completed within 12 hours, the RAC will help the driver by making arrangements for the passengers to continue the journey. The driver can choose either:</p> <ol style="list-style-type: none"> 1. Alternative transport; or 2. Additional accommodation expenses. <p>1. Alternative transport</p> <ol style="list-style-type: none"> 1. A hire car as a replacement until the vehicle has been fixed, up to £125 per day and £1,500 in total; or 2. A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport. <p>2. Additional accommodation expenses</p> <p>The RAC will arrange and pay for additional accommodation expenses if you are unable to use your pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all passengers.</p>	<p>Accommodation where the driver has suitable alternative accommodation that can be used. Cover under this section will stop once:</p> <ol style="list-style-type: none"> 1. The vehicle has been repaired to a roadworthy condition; or 2. The decision to bring the vehicle home is made by the RAC or your motor insurer; or 3. Once the RAC establish that the repair costs to the vehicle exceed its market value. <p>Once the driver is notified of cover ending, if they have a hire car, it must be returned to the place agreed with the RAC within 24 hours. The driver can keep the hire car for longer if you agree this with the RAC first and pay for it.</p> <p>Getting your passengers home</p> <p>The RAC will provide alternative transport as above to get the passengers back home if:</p> <ol style="list-style-type: none"> 1. The vehicle is brought back home under Section D4; or 2. Once the RAC establish that the repair costs to the vehicle exceed its market value under Section D4.

Your Cover

Section D.

European Motoring Assistance

What is covered	What is not covered
<p>Section D4: Getting your vehicle home</p> <p>If the RAC attend a breakdown or a road traffic collision in Europe under Section D2 and the vehicle cannot be repaired before the drivers planned return to the UK, the RAC will arrange and pay for:</p> <ol style="list-style-type: none"> 1. Recovery of the vehicle to a single destination of the drivers choice within the UK; and 2. Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK; or 3. If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle by standard class rail or air fare and public transport and a contribution towards room only accommodation up to £30 per day; 4. If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, the RAC will pay the cost of the import duty; 5. Reimbursement for a hire car in the UK once the RAC have brought passengers home under Section D3 until the vehicle is brought back to the UK, up to £40 per day and up to £120 in total; <p>The RAC will take the passengers in the vehicle home under Section D3 (Onward Travel in Europe).</p> <p>It is the RAC's decision whether to get the broken down vehicle home or have it repaired locally. The RAC will follow your motor insurer's decision whether to get the vehicle home or have it repaired locally following a road traffic collision covered by your motor insurance.</p>	<ol style="list-style-type: none"> 1. Any costs: <ol style="list-style-type: none"> (a) if the vehicle is beyond economical repair; (b) covered under your motor insurance; (c) relating to storage once you have been notified that the vehicle is ready to collect; and (d) relating to any costs incurred as a result of actions or omissions of your motor insurers; 2. The RAC will not take the vehicle back home if: <ol style="list-style-type: none"> (a) the vehicle is roadworthy; or (b) a customs officer or other official finds any contents in your vehicle that are not legal in that country; 3. Any import duties not relating to the vehicle, for example relating to items carried in the vehicle; 4. The RAC will not cover the costs of fuel, insurance or meals; 5. The RAC will only cover costs under this section up to the market value, so if you want the RAC to bring the vehicle home and the costs of bringing the vehicle home exceed this amount you will need to pay any costs above this amount before the RAC make arrangements. <p>Important</p> <ul style="list-style-type: none"> • Following authorisation by the RAC, it can take up to 14 working days for the vehicle to be delivered back to the UK. At busy times and from some countries it may take longer. <p>If the RAC do not bring the vehicle back to the UK, you will have 10 weeks in which to advise the RAC of how you wish to recover or dispose of it. If you do not contact the RAC within 10 weeks the RAC will dispose of it as they choose.</p>

Your Cover

Section D.

European Motoring Assistance

What is covered	What is not covered
<p>Section D5: Vehicle break-in emergency repairs</p> <p>Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a written report.</p> <p>If the vehicle suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a breakdown the RAC will pay you back, up to £175 for:</p> <ol style="list-style-type: none"> 1. immediate emergency costs incurred in order to continue the journey; or 2. the costs of recovering the vehicle to a local repairer to ensure the vehicle is secure and roadworthy. 	<ol style="list-style-type: none"> 1. The cost of any parts; or 2. Any benefits under any other section of your Breakdown Cover.
<p>Section D6: Replacement Driver</p> <p>If the driver suddenly or unexpectedly falls ill during the journey in Europe, meaning they are unable to drive, the RAC will provide a replacement driver to allow the journey to continue or return home. The RAC will require written confirmation from the treating hospital or medical expert that the driver is unable to drive.</p>	<ol style="list-style-type: none"> 1. If there is another qualified driver who is a passenger and who is fit and legally able to drive the vehicle. 2. Any benefits under any other section of your Breakdown Cover.

General conditions for Section D

1. The **RAC** will not cover any **call-out** for any repairs to a **vehicle** which are not essential in order to continue the **journey**;
2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy the **RAC** may pay the difference, subject to the limits as set out in **your Breakdown Cover**;
3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;
4. How the exchange rate is calculated:
 - (a) Any costs incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
 - (b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - (i) at the exchange rate used by **your** credit or debit provider; or
 - (ii) at the exchange rate used by the **RAC** when **your** claim form is received if **you** paid in cash;
5. The **RAC** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.
6. When a hire car, taxi, hotel or similar benefit is arranged under **your Breakdown Cover**, the **RAC** will always try to find a suitable option that is available at the time, however:
 - (a) the **RAC** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - (b) for hire cars, whilst reputable companies are used, the **RAC** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
7. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in the reasonable opinion of the **RAC** that would lead to additional costs being incurred, the **RAC** reserve the right to refuse to provide cover under Section D3 (Onward travel in Europe) or Section D4 (Getting your vehicle home);
8. If **you** **breakdown** or the **road traffic collision** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;

General conditions for Section D

9. In handling **breakdown call-outs** there may be more than one option available to **you** under **your Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with **you**, and act reasonably at all times;
10. **Your Breakdown Cover** does not cover:
- (a) **vehicle** storage charges, other than under Section D4;
 - (b) **call-outs** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
 - (c) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - (d) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
 - (e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General conditions

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

1. **You** must pay the full price of **your breakdown** policy.
2. **You** must request services directly from the **RAC** as cover will only be provided when they make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your Breakdown Cover** will not cover this.
4. The **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
6. A **driver** must be with the **vehicle** when the **RAC** attend.
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.
8. Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. The **RAC** will not allow animals in their **vehicles**, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** will not be responsible for any costs relating to animals.
10. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by **your Breakdown Cover**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.

General conditions

13. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.
15. The cost of the following is not covered by **your Breakdown Cover**:
- (a) **specialist equipment**;
 - (b) tolls, ferries or congestion charges for the **vehicle** and the **RAC's vehicle**;
 - (c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. The **RAC** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
 - (d) spare tyres and wheels and repairing or sourcing them; or
 - (e) recovery by someone other than the **RAC** even if this is requested by the emergency services.
 - (f) the **RAC** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under **your Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so they will act in consultation with the **driver**, and act reasonably at all times.
17. The **vehicle** must be privately owned and only used for any business use other than hire and reward and/or courier services.
18. **Your Breakdown Cover** does not cover:
- (a) routine servicing, maintenance or assembly of the **vehicle**;
 - (b) **caravan** or **trailers**, except as described under Section A;
 - (c) use of **your vehicle** for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
 - (d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - (e) **breakdowns** that occur off the public highway to which the **driver** or the **RAC** have no legal access;

General conditions

- (f) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
- (g) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, they can refuse to provide service.
- (h) if **you** can demonstrate that the **vehicle** is roadworthy the **RAC** will provide service;
- (i) any **claim** that is or may be affected by the influence of alcohol or drugs;
- (j) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
- (k) any **claim** under **your Breakdown Cover** where the **breakdown** was first reported to the **RAC** under a different policy.

19. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to make sure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

General information

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

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

Urgent message relay

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

Replacement driver

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

Additional services

The **RAC** can provide additional services that are not included in **your Breakdown Cover** but they will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your way**;

2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

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

Cancellation of your Breakdown Cover

Your right to cancel

You can cancel **your Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the **effective date**; or
2. the date **you** receive **your Breakdown Cover** documents.

If **you** do this, **Covéa Insurance** will cancel **your Breakdown Cover** with immediate effect from the day **you** request it and will refund the price **you** paid in full unless a **claim** has been made within this cooling off period.

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

Our right to cancel

1. If the price of **your Breakdown Cover** is not paid, **Covéa Insurance** will notify **you** and **your Breakdown Cover** may be cancelled; and
2. **Covéa Insurance** may cancel the **Breakdown Cover** in the event of misuse of **your Breakdown Cover** and there will be no refund.

Where the **RAC** cancel **your breakdown cover** **you** will not receive a refund.

Misuse of Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards the **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the **RAC** into a dishonest or illegal act;
3. Omit to tell the **RAC** important facts about a **breakdown** in order to obtain a service;

4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your Breakdown Cover** to try and obtain a service under **your Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the **RAC** may:

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

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

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Renewal of Breakdown Cover

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

Changes to your details

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

Your broker can be contacted as shown on **your schedule**.

If **you** change **your vehicle** **you** must call **your broker** to update **your** details. If **you** do not, **you** may not be covered.

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

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

Complaints

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

Breakdown related Complaints

Phone: 0330 159 0342

In writing:

Breakdown Customer Care

RAC Financial Services Limited

Great Park Road

Bradley Stoke

Bristol BS32 4QN

Email: breakdowncustomercare@rac.co.uk

Sales and administration Complaints

Please refer to **your broker** as shown on **your schedule**.

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

Financial Ombudsman Service

In the event that the **RAC** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

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Phone: 0800 023 4567 or 0300 123 9123

In writing:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email:

complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with the **RAC**.

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

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
10th Floor,
Beaufort House,
15 St Botolph Street,
London EC3A 7QU

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

Law

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

Your Data

Data protection statement

*What information do the **RAC** hold in order to deliver **Breakdown Cover** on behalf of **Covéa Insurance**?*

There are three types of data the **RAC** may hold about you:

1. Personal data is information the **RAC** hold on their records which identifies **you**. This includes obvious things like **your** name and address but could also include **your** email address and contact details; and
2. The **RAC** will also hold data about **you** that is not personal – for example information about **your vehicle** and other **vehicle** or policy information shown on **your schedule**; and
3. A small number of the **RAC's** products and services may require the **RAC** to collect and store sensitive personal data. The **RAC** will only ask for this when it is absolutely necessary and by providing it to the **RAC** **you** give **your** consent to the **RAC** storing and using this data.

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How the RAC collect your data

Your data may be collected in a number of different ways, but most commonly **Covéa Insurance** will provide it direct to the **RAC** before the **effective date** of **your Breakdown Cover**.

Your data may also be amended or updated if:

1. **You** make any changes during **your policy year**;
2. **You** telephone **Covéa Insurance**, write to them or contact them through a social media network or online portal;
3. Make a request for service under **your Breakdown Cover**, for example if **your vehicle has broken down**;
4. **You** decide to cancel **your Breakdown Cover**.

The **RAC** will always need to collect, store and use information about **you** to be able to provide **your Breakdown Cover**.

Covéa Insurance controls, and is responsible for, the data that they give the **RAC**.

Covéa Insurance is registered as a data controller with the ICO under registration number Z5808770. Information about the registered company name, address and company registered number can be found on **your schedule**.

For information about how **Covéa Insurance** collect and use **your** data please refer to the

terms and conditions described in **your schedule** or as described in their privacy or data protection notice.

In some circumstances the **RAC** may control and be responsible for data that **you** supply, or share the responsibility with **Covéa Insurance**, for example when making a request for a service or benefit or for cover under **your Breakdown Cover**.

RAC Motoring Services (RACMS), is registered as a data controller with the ICO under registration number Z6342667. RACMS is a company registered with Companies House under Registered No: 01424399 and whose Registered Office is: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

Who the RAC will share your data with?

There are three types of organisation that the **RAC** may share **your** data with to provide **your Breakdown Cover**:

1. Organisations within the RAC group of companies and external specialists;
2. External organisations who help the **RAC** with fraud protection and detection including credit reference agencies; and
3. Statutory bodies, or where the **RAC** are required to give this information by law.

Other organisations within the RAC group

As a large organisation there are different parts of the RAC group that do different jobs, this includes RAC Motoring Services who look after **you** if **your vehicle** has **broken down**

General information

and, depending on the cover provided, RAC Insurance Limited which provide the insurance and upgrade products such as onward travel. RAC Brand Enterprises LLP protects the RAC brand. All three organisations are registered as Data Controllers with the ICO. Other parts of the organisation will provide support functions such as marketing, customer services and finance.

Sometimes the **RAC** will need to use organisations who provide specialist services and who become part of the wider **RAC** family. The **RAC** always make sure they have the right policies and procedures in place to keep **your** data safe and secure.

The **RAC** only share your data to the parts of the RAC group that need it. All of these different groups are supported by the **RAC's** IT, Information Security and Data Protection experts.

External organisations who provide fraud protection and detection services including credit reference agencies

The **RAC** may need to use **your** data in order to prevent and detect fraud and they may share **your** data with fraud prevention and detection agencies and organisations that check **your** identity.

Where this information is shared, **your** data may be added to databases which:

1. Make automated decisions about providing **you** other **breakdown**, insurance, credit and related services;
2. Allow credit reference agencies to maintain **your** credit score;
3. Trace debtors or beneficiaries, recover debt and prevent fraud; and
4. Prevent money laundering crime.

Other statutory bodies

Occasionally the **RAC** are asked to provide statutory bodies with information about **you** that they need to help prevent or detect crime and fraud or organisations who are responsible for tax and other duties. This can include organisations like the police, DWP and HMRC. The **RAC** only ever provide this information where the **RAC** are satisfied that it is right to do so.

There may also be very limited occasions where the **RAC** are obligated to release information about **you** by law, for example where a court orders the **RAC** to do so.

The **RAC** will not disclose data to other statutory bodies without first checking with **Covéa Insurance** that they are happy for the **RAC** to do so.

Your rights

Where the **RAC** have collected and control **your** data **you** have the right to ask the **RAC** at any time to:

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1. Correct or delete any inaccurate information the **RAC** hold about **you**; and
2. Tell **you** what data the **RAC** hold about **you** and where the **RAC** got the information from. **Your** request should be addressed to the Subject Access Team. The **RAC** may charge you a small fee of £10 for doing this.

Where the **RAC** believe your data is controlled by **Covéa Insurance** the **RAC** will refer **your** request to **Covéa Insurance** to ensure **your** rights are protected.

Our rights

The **RAC** want to help, but the **RAC** cannot give information about **your Breakdown Cover** to anyone else but **you**. The **RAC** are always happy to speak to a relative or a friend who is not named on **your Breakdown Cover** but only when **you** are happy for them to do so. The **RAC** will always want to check with **you** first.

The **RAC** may record **your** telephone call and keep emails and letters to ensure their Customer Service Teams are giving the best customer care, and when **you** need to query what information the **RAC** have given **you**.

The **RAC** may share **your** data with organisations outside of the European Economic Area. The **RAC** will only do this where it is absolutely necessary to provide **you** with **your Breakdown Cover** and the **RAC** are satisfied that the organisation can

provide the same level of data security that the **RAC** have here in the **UK**.

Changes to the RAC group structure

Things can change – in the event that any part of the **RAC** family merges with, or is acquired by, another business it may be necessary to share **your** data with our advisors and other parties in the deal. The **RAC** will only do this when they consider it is absolutely necessary and only where they have assurances about the safety and security of **your** data.

Notes

Notes





Your Breakdown Cover Provided by the RAC



0330 221 0444



www.coveainsurance.co.uk



Covêa Insurance
Norman Place
Reading
RG1 8DA

This policy is underwritten by RAC Motoring Services (registered in England No. 01424399) and/or RAC Insurance Limited (registered in England No. 2355834) both with registered office of RAC House, Brockurst Crescent, Walsall WS5 4AW

RAC Motoring Services are regulated by the Financial Conduct Authority No. 310208

RAC Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 202737

Covêa Insurance plc

Registered Office: Norman Place, Reading, Berkshire, RG1 8DA

Registered in England and Wales No. 613259

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 202277

