

# My breakdown cover...





### **Breakdown cover policy summary**

### Cover in detail

Significant features and benefits		Significant and unusual exclusions or limitations	Policy section
•	Arranging additional services	You or the driver will need to pay for additional services (page 8).	RAC Breakdown Cover Additional Services
			Included
•	Roadside assistance if your vehicle breaks down in the UK, Isle of Man or the Channel Islands. Transportation of your vehicle, you and your passengers to a single destination of your choice up to 10 miles from the breakdown.	<ul> <li>We will not cover:</li> <li>The cost of any parts (page 9).</li> <li>The fitting of any parts you have already purchased from a third party (page 9).</li> <li>Any Breakdown within a quarter of a mile of your home (page 9).</li> <li>A breakdown caused by a fault that we have previously provided breakdown assistance for if we advised you that the repair was temporary and further repairs were required (page 9).</li> <li>We will not cover any claim made under this Section for a breakdown that occurred prior to the start of the cover (page 8).</li> <li>Attendance following a fire, flood, theft, or act of vandalism (page 15).</li> </ul>	RAC Breakdown Cover Section A –Roadside Included
•	Assistance if your vehicle has broken down in the UK within a quarter of a mile of your home.	• We will not provide a tow of more than 10 miles (page 9).	
•	Transportation of your vehicle, you and your passengers to a single destination of your choice up to 10 miles.		RAC Breakdown Cover Section B – At Home Optional
•	If we attend a breakdown under Road- side, recovery of the vehicle to a single destination of your choice within the UK and transportation of the driver and pas- sengers.	<ul> <li>No cover for breakdown within a quarter of a mile of your home (page 10).</li> <li>We will not provide Recovery to more than one destination (page 10).</li> <li>For a breakdown relating to tyres, we will not provide recovery of more than 10 miles where the vehicle is not carrying a serviceable spare tyre of manufacturer's repair equipment (page 10).</li> </ul>	RAC Breakdown Cover Section C – Recovery Optional



All Section D Benefits		
<ul> <li>Section D1: Onward travel in the UK</li> <li>If your vehicle breaks down during a journey from your home and cannot be repaired within 24 hours, we will arrange for a hire car to enable to continuation of the journey for up to 14 days.</li> <li>Section D2: Roadside assistance in Europe</li> <li>Repair at the roadside or tow to a local</li> </ul>	<ul> <li>We will not cover:</li> <li>Fuel and oil costs, personal insurance or any other extra costs (page 13).</li> <li>The excess payable under any insurance for the replacement car (page 9).</li> <li>A replacement hire car following a road traffic accident (page 10).</li> </ul>	
<ul> <li>Repairer if your vehicle breaks down or is involved in a road traffic collision in Europe.</li> <li>We will contribute up to £150 towards the local repairer's labour charges providing</li> </ul>	<ul> <li>We will not cover:</li> <li>Any repair costs if the vehicle was in a road traffic collision (page 11).</li> </ul>	
<ul> <li>If your vehicle is repaired on the same day.</li> <li>If your vehicle requires replacement parts and those parts are not obtainable locally, we will arrange for replacement parts to be dispatched to the driver.</li> </ul>	The cost of any parts (page 11).	
<ul> <li>We will relay urgent messages if the vehicle breaks down or is in a road traffic collision.</li> </ul>		RAC Breakdown
<ul> <li>Section D3: Onward travel in Europe</li> <li>If we attend a breakdown or a road traffic collision under Section D2, and we cannot repair the vehicle within 12 hours, we will pay for any one, or a combination of the following to enable the driver to continue the journey or return home by a direct route: <ul> <li>i. a hire car for up to up 14 days; and/or</li> <li>ii. standard class rail, air, taxi or public transport up to £125 per person and £1,500 in total.</li> </ul> </li> </ul>	<ul> <li>We will not cover:</li> <li>Any costs that would have otherwise been incurred on the journey.</li> <li>Any additional accommodation costs if the driver has alternative accommodation available for use (including a caravan) (page 12).</li> <li>Fuel and oil costs, personal insurance or any other extra costs. The excess payable under the insurance for the replacement vehicle (page 9).</li> <li>Cover ends once you are notified that the vehicle is repaired, is being repatriated or the repair will be more than the vehicle's market value (page 12).</li> </ul>	Cover Section D – European Motoring Assistance Optional
<ul> <li>Section D4: Getting your vehicle home</li> <li>Recovery (including storage while awaiting recovery) of the vehicle back to the UK if the vehicle cannot be repaired by the time the driver plans to go home and the vehicle is not roadworthy. If the vehicle was involved was involved in a road traffic collision and where there is appropriate motor insurance cover, we will follow the motor insurer's decision on whether to repatriate.</li> <li>If your vehicle if left abroad for repair we will pay for a standard class rail or air fare and public transport up to £600 for one person to return to Europe to collect your vehicle once it has been repaired. We will</li> </ul>	<ul> <li>We will not cover:</li> <li>The cost of repatriation if we determine that the vehicle is beyond economical repair page 13).</li> <li>Any costs not authorized by us or any costs while we are awaiting a decision from your motor insurance (page 13).</li> <li>Any costs for repatriation of the vehicle that are over the market value of the vehicle. You will have to pay these costs (page 13).</li> <li>Any import duties not relating to your vehicle such as items carried in the vehicle (page 13).</li> </ul>	



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also contribute £30 per day towards room only accommodation.	<ul> <li>Fuel and oil costs, insurance or any other extra costs (page 13).</li> </ul>
<ul> <li>Section D5: Vehicle break-in emergency repairs</li> <li>We will contribute up to £175 towards emergency repairs to damage caused by forcible or attempted forcible entry of the vehicle.</li> </ul>	<ul> <li>We will not provide cover:</li> <li>If you or the driver do not report the matter to the police within 24 hours in order to obtain a written police report (page 14).</li> <li>The costs of any parts (page 14).</li> </ul>
<ul> <li>Section D6: Replacement driver</li> <li>We will arrange for a replacement driver to continue the journey or take the driver home if they are medically unfit to drive.</li> </ul>	<ul> <li>We will not provide cover:</li> <li>If there is another qualified driver who is a passenger and who is fit and legally able to drive your vehicle (page 14).</li> </ul>

### **Contact information**

	Telephone	In Writing
Breakdown	0330 159 8714	
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	00 33 472 43 52 55* 0800 290 112 1800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests From the UK From Europe	0330 159 0337 0044 161 332 1040*	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Customer Services	0333 043 2066	1 <sup>ST</sup> CENTRAL Central House, 25 - 27 Perrymount Road, Haywards Heath, West Sussex RH16 3TP
Hearing assistance	Telephone prefix 18001 to access Typetalk or text <b>us</b> on 07855 828282	

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

### **Telephone charges**

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

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

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



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

- Your name or policy number
- Identification such as a bank card or driving licence
- The vehicle's make, model and registration number
- The exact location of the **vehicle** the road **you** are on or the nearest road junction
- The number of the phone you are using
- The cause of the **breakdown**, if **you** know it
- Your credit card if you need additional services
- If you fail to make contact within 24 hours of becoming aware of the breakdown cover may be refused in relation to the breakdown.

### Remember

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

### Breakdown or is involved in a road traffic collision on a motorway in 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 **we** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

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





### Definitions

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

### 1<sup>ST</sup> CENTRAL

1<sup>ST</sup> CENTRAL a trading name of First Central Insurance Management Limited of Central House, 25 - 27 Perrymount Road, Haywards Heath, West Sussex RH16 3TP who arrange and administer this **RAC Breakdown Cover**;

### **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 had a **road traffic collision** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred;

### Breakdown/breaks down/broken down

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

#### Call-out/Claim

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

#### Caravan/trailer

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

#### Driver/their/they

You or any driver of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

#### **Driver induced fault**

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 this RAC Breakdown Cover begins, or renews, as shown on your schedule;

#### Europe

The mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;



### Expiry date

The date that this RAC Breakdown Cover expires as shown on your schedule;

### 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 **us** in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as the **vehicle**;

#### Passengers

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

#### Planned departure date

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

#### **Policy period**

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

#### Policy year

The policy period, from the effective date;

### RAC/we/us/our

- 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;

#### **RAC Breakdown Cover**

This RAC Breakdown policy that is subject to the terms and conditions together with the **schedule**;

### **Reimburse/reimbursement**

Reimbursement by us under the reimbursement process;

#### **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 this **RAC Breakdown Cover** and levels of cover;

#### Specialist equipment

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

#### UK

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



### Vehicle

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

- 1. it is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
- for Section D it is less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide.

### You/your

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

### Important information about your RAC Breakdown Cover

This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.

Some sections of cover are optional. The ones **you** have chosen are listed 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 us.

### Your RAC Breakdown Cover consists of:

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

A premium is payable when additional cover is chosen 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. The schedule will detail the premium and any other charges payable. These will be made clear in advance of purchase and provided to you by 1<sup>ST</sup> CENTRAL following purchase.

**RAC Breakdown Cover** is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Limited (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

### Policy type

This **RAC 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**

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

### **Limits of Cover**

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

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

### Reimbursement

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

### **Hire Car Terms**

Certain sections of this **RAC 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:

- We will arrange and pay for the hire cost of a replacement car. We will provide a hire car for up to 14 consecutive days or until your vehicle has been fixed if sooner. Any replacement vehicle will be limited to a small hatchback;
- If **you** are not eligible for a hire car arranged by **us** 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 **us** know before **you** hire a car, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
- Where **we** arrange a hire car **we** 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:

- We will not provide any specific car type, model or accessories, including tow bars.
- Any cost of:
  - delivery and collection of the car hire and any fuel used;



- fuel while using the car hire; or
- any insurance excess and additional costs.

### Your Cover

### Section A – Roadside

RAC Breakdown Cover includes cover for Roadside.

### What is covered under section A:

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

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

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

### Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than a quarter of a mile from **your home**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this RAC Breakdown Cover if a caravan or trailer breaks down. However, if a vehicle breaks down and there is a caravan or trailer attached to it we will recover the caravan or trailer as well.

### What is not covered under section A:

- The cost of any parts;
- The fitting of parts, including batteries, supplied by anyone other than us;
- Any **breakdown** resulting from a fault that **we** have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) our advice after a temporary repair has not been followed;
- Recovery for caravans or trailers if the caravan or trailer breaks down.

### Section B – At Home

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

### What is covered under section B:

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

### X What is not covered under Section B:

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



### **Section C – Recovery**

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

### What is covered under section C:

If **we** are unable to repair the **vehicle** under Section A (Roadside), **we** will recover the **vehicle** from the **breakdown** location to:

- A local garage; or
- A single destination chosen by the **driver** within the **UK**. For long distances **we** may use more than one recovery vehicle.

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

### What is not covered under section C:

- Please see the "Not Covered" part of Section A (Roadside), which also applies here;
- Requests following a road traffic collision;
- 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;
- A second recovery owing to the intended original destination being closed or inaccessible.

### Section D – European Motoring Assistance

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

### Limits of cover

The cover under Section D is subject to an aggregate overall limit of £2,500 per **call out** and 3 **call-outs** per **policy year**, limited to 1 **call-out** per **journey** and is subject to the further limits of cover in respect of each type of cover. Each **journey** is limited to a maximum of 90 days.

### Section D1 – Onward travel in the UK

### What is covered under section D1:

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

### What is not covered under section D1:

Requests following a road traffic collision.

### **Section D2 – Roadside assistance in Europe**

### What is covered under section D2:

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



- Repair the vehicle at the roadside. This could be a permanent or temporary repair; or
- If we are unable to repair the vehicle at the roadside, we will:

a) recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;

b) pay for the initial fault diagnosis to find the next course of action;

c) contribute towards the garage labour charges up to £150 when the **vehicle** can be repaired on the same day;

d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and

e) **we** will also relay any urgent messages from the **driver** to a contact of **their** choice.

### × What is not covered under section D2:

- Repair costs, including garage labour charges:
  - a) if the vehicle was in a road traffic collision; or
  - b) if the **vehicle** repair costs will be more than its **market value**.
- The costs of any parts.

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

### Mis-fuelling

If the **driver** puts the wrong fuel in the **vehicle**, although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, **we** will arrange to recover the **vehicle** and **passengers** to a local garage. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

### Key

If the keys are locked in the **vehicle**, **we** will attend and get them out if possible, but **we** are not liable if damage is caused to the **vehicle** in doing so. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

### Tyres

If the **vehicle** needs a replacement tyre, although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, we will attend and change the tyre if there is a spare or recover the **vehicle** and **passengers** to a local garage if the **vehicle** is manufactured without a spare. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

### Section D3 – Onward travel in Europe

### What is covered under section D3:

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

- Alternative transport; or
- Additional accommodation expenses.



### Alternative transport

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

### Additional accommodation expenses

We 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**.

### What is not covered under section D3:

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

- The vehicle has been repaired to a roadworthy condition; or
- The decision to bring the vehicle home is made by us or your motor insurer; or
- Once we establish that the repair costs to the vehicle exceed its market value.

Once the **driver** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with **us** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

### Getting your passengers home

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

- The vehicle is brought back home under Section D4; or
- Once **we** establish that the repair costs to the **vehicle** exceed its **market value** under Section D4.

### Section D4 – Getting your vehicle home

### What is covered under section D4:

If we 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, we will arrange and pay for:

- Recovery of the vehicle to a single destination of the drivers choice within the UK; and
- Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK; or
- If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £30 per day;



- If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
- Reimbursement for a hire car in the UK once we have brought the passengers home under Section D3 until the vehicle is brought back to the UK, up to 2 consecutive days;

We will take the **passengers** in the **vehicle home** under Section D3 (Onward Travel in Europe).

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

### What is not covered under section D4:

- Any costs:
  - 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;
- We will not take the vehicle back home if:
  - a) the vehicle is roadworthy; or

b) a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;

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

### **Important**

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



### Section D5 – Vehicle break-in emergency repairs

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

### ✓ What is covered under section D5:

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

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

### × What is not covered under section D5:

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

### **Section D6 – Replacement Driver**

### ✓ What is covered under section D6:

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

### X What is not covered under section D6:

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



## Section E – General conditions for Section D

- E1. We will not cover any call-out for any repairs to a vehicle which are not essential in order to continue the journey;
- E2. 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 **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
- E3. You must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;
- E4. How the exchange rate is calculated:
  - a) Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
  - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
  - i. at the exchange rate used by your credit or debit provider; or
  - ii. at the exchange rate used by **us** when **your** claim form is received if **you** paid in cash;
- E5. **We** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.
- E6. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, we will always try to find a suitable option that is available at the time, however:
  - a) **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b) for hire cars, whilst reputable companies are used, we are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
- E7. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under Section D3 (Onward travel in Europe) or Section D4 (Getting your vehicle home);
- E8. If the breakdown or road traffic collision is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the vehicle's motor insurer;
- E9. In handling **breakdown call-outs** there may be more than one option available to **you** under this **RAC Breakdown Cover**. We will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so we will act in consultation with **you**, and act reasonably at all times;
- E10. This **RAC 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, the tyre repair equipment provided by the manufacturer or a locking wheel nut;
  - 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.





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

- F1. You must pay your premium.
- F2. You must request services directly from us, as we will only provide cover if we make arrangements to help you.
- F3. 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 RAC Breakdown Cover** will not cover this.
- F4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
- F5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.
- F6. A driver must be with the vehicle when we attend.
- F7. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a **vehicle**. We will not be responsible for any loss of or damage to them.
- F8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
- F9. We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the vehicle at the driver's own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport any livestock. We will not be responsible for any costs relating to animals.
- F10. 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.
- F11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
- F12. We will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, we will not pay for any loss of earnings or missed appointments.
- F13. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
- F14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.



- F15. The cost of the following is not covered by this **RAC Breakdown Cover**:
  - a) specialist equipment;
  - b) ferry charges for the vehicle and our vehicle;
  - c) any damage to glass even if the damage means the vehicle cannot be legally or safely driven. We 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 **us** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services.
- F16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover. We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.
- F17. The **vehicle** must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work or any business use other than hire and reward and/or courier services.
- F18. This RAC 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 or carrying trade plates;
  - 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 **we** have no legal access;
  - 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 we consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the vehicle is roadworthy we will provide service;
  - h) any claim that is or may be affected by the influence of alcohol or drugs;
  - i) any breakdown that is caused by or as a result of vehicle theft or fire; or
  - j) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.
- F19. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

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



### Urgent message relay

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

### **Replacement driver**

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

### **Additional services**

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

- Purchase the parts **you** need to get on **your** way;
- Pay for specialist equipment to complete the repairs;
- Extend the hire time for a replacement car;
- Arrange a second or extended recovery; or
- Attend a mis-fuel event.

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

### **Cancellation of your RAC Breakdown Cover**

### Your right to cancel

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

- 1. The start of your RAC Breakdown cover; or
- 2. the date you receive your policy documents.

If you do this, we will cancel the RAC Breakdown Cover with immediate effect from the day you request it and we will refund your premium in full unless a claim has been made within this cooling off period. If you downgrade your RAC Breakdown Cover after this cooling off period we will not refund premium to you;

At any time after the 14 day cooling off period referred to above, **you** may cancel **RAC Breakdown Cover**. Cancellations must be made by contacting 1<sup>st</sup> CENTRAL.

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

### Our right to cancel

- If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your schedule, 1<sup>st</sup> CENTRAL will notify you. All payments must be paid within 28 days of the relevant date, if not your RAC Breakdown Cover may be cancelled; and
- We may cancel the RAC Breakdown Cover in the event of misuse of this RAC Breakdown Cover and there will be no refund any premium;



### Misuse of RAC Breakdown Cover

Each driver must not:

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

If these conditions are not complied with, we may:

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

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

### **Renewal of RAC Breakdown Cover**

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

### Changes to your details

You must let 1<sup>ST</sup> CENTRAL know immediately if you need to change anything on your RAC Breakdown Cover.

1<sup>ST</sup> CENTRAL can be contacted by phone or post. Please see Contact Information.

If you change your vehicle you must contact 1<sup>ST</sup> CENTRAL to update your details. If you do not, you may not be covered.

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

All communications from 1<sup>ST</sup> CENTRAL or us shall be deemed duly received if sent to your last known address.

### How to make a complaint

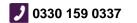
We are committed to providing excellent service. However, we realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with our services relating to this RAC Breakdown Cover such as services at or following a breakdown, or the included benefits please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

You can write to us at:

Breakdown Customer Care RAC Financial Services Limited Great Park Road



Bradley Stoke Bristol BS32 4QN



Breakdowncustomercare@rac.co.uk

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

If your complaint relates to the sale of this policy:

in the UK this will be the UK's Financial Ombudsman Service.

1<sup>ST</sup> CENTRAL is committed to providing **you** with the best possible service, however, there may be times when 1<sup>ST</sup> CENTRAL may not meet **your** expectations. We want **you** to let 1<sup>ST</sup> CENTRAL know immediately if **you** are unhappy with the service you have received, and we will always do **our** best to resolve any complaint fairly.

Please refer your concerns to:

The Chief Executive Officer First Central Insurance Management Ltd Central House 25-27 Perrymount Road Haywards Heath West Sussex RH16 3TP

0333 043 2077 🛛 Customer.Relations@1stcentral.co.uk

### **Financial Ombudsman Service**

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

The Financial Ombudsman Service, Exchange Tower Harbour Exchange Square London E14 9SR

🔰 0800 023 4567 or 0300 123 9123 🖾 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 **us**.

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



### The Financial Services Compensation Scheme (FSCS)

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 PO Box 300 Mitcheldean GL17 1DY

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

### Law

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

### Your Data

### Data protection statement

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

**You** can contact **our** Data Protection Officer by emailing <u>dpo@rac.co.uk</u> or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### What data will we use?

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

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

### How we collect your data

We obtain your data from you when you contact us directly. We also obtain your data from 1<sup>ST</sup> CENTRAL when you purchase this RAC Breakdown Cover and/or if you report a new claim to 1<sup>ST</sup> CENTRAL in relation to this RAC Breakdown Cover.



### How we use your data

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

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

### Your rights

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

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

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