

# Vehicle Benefits Group Breakdown Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

rac.co.uk

# How to contact us

	Telephone	In writing
Breakdown in the UK		
Including Accident Care	0330 159 0953	
Breakdown in Europe		
Calling from Europe	00 33 472 43 52 55	
Calling from a French landline	0800 290 112	
(freephone)	1800 535 005	
Calling from the Republic of Ireland	00 44 404 044 0440	
(freephone)	00 44 191 911 6112	
Calling from the Republic of Ireland		
(UK mobile phone)	0330 159 0342	
Bringing your vehicle back to	0330 159 0342	
the UK after a breakdown in		
Europe		
Claim form requests		
UK	0330 159 0337	europeanclaims@rac.co.uk
Europe	00 44 161 332 1040	www.rac.co.uk/europeanclaimform
Customer Services		RAC Motoring Services
Including if you are unhappy with any		Great Park Road
of our services	0000 450 0007	Bradley Stoke Bristol
UK	0330 159 0337 00 44 161 332 1040	Bristol BS32 4QN
Europe	00 44 101 332 1040	D002 4011
		breakdowncustomercare@rac.co.uk
		breakdownedstornereare @rac.co.uk
Hearing Assistance in the UK	Telephone prefix 18001 to access Typetalk or text us on 07855 828282	

# **Telephone charges**

We do not cover the cost of making or receiving telephone calls. Our calls are 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 are charged at your standard network rate.

In Europe: Roaming charges may apply when making or receiving calls. Please check with your mobile 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:

- 1. The driver's name and their vehicle registration number
- 2. The cause of the breakdown, if known
- 3. The vehicle's make, model and registration number
- 4. The exact location of the vehicle the road it is on or the nearest road junction
- 5. The number of the phone the driver is using
- 6. Identification such as a bank card or driving licence
- 7. The driver's credit card if the driver needs additional services

Some garages in Europe will require the driver's passport or passport number before they begin any repairs.

If a **driver** fails to contact **us** within 24 hours of becoming aware of the **breakdown**, **we** may refuse to provide cover in relation to that **breakdown**.

# Remember

1. Please let us know if the driver has called us but managed to get going before we arrive

2. We will only provide cover if we arranged help, so please do not go directly to a garage or other recovery service 3. Drivers must take their V5C (vehicle log book), or VE103 (vehicle on hire certificate) with them to Europe. We will require this under section D (European Breakdown) for breakdowns in Europe and also if you need us to bring the vehicle back to the UK.

# Breakdown or road traffic collision on a motorway in Europe

Motorways in France and many other European countries are privately managed. If the **vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, the **driver** must us the roadside emergency telephones as **we** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, the **driver** 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 the **driver** uses the emergency phones where available. If they will not send a breakdown recovery vehicle, please contact **us**.

There may be more than one option for you to get the **vehicle** fixed in the event of a **breakdown**.

We'll look at the situation and find the best way to get the **driver** going again. For example, even if you have our National Recovery cover level, we may suggest taking the **vehicle** to a local garage if the problem could be fixed the same day, or offer an option not covered under **your** policy which may incur an extra cost.

You do not have to agree to this, but it may help the driver get back on the road faster.

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# Your group breakdown policy

Your RAC Vehicle Benefits Group breakdown policy consists of:

- <u>A Breakdown Policy</u>-one or more contracts of insurance between the Group Policyholder and us depending on the type of cover:
  - a. RAC Motoring Services provides insurance for sections A and B as well as Included Benefits and Additional Services; and
  - b. RAC Insurance Limited provides insurance for all other sections of this booklet.
- 2. <u>A welcome pack</u> detailing the level of cover you have and the cost of the policy

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

# **Definitions**

Any words in bold appearing throughout this policy booklet have a specific meaning which **we** explain below:

"approved garage" means a garage in the UK that has been approved by us;

"beyond economical repair" means where the total cost to repair the **vehicle**, including any taxes, is greater than the **market value** of the **vehicle**. 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** has occurred.

"breakdown" / "break down" / "broken down" means an event during the **period of cover**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure or flat tyres (in the **UK** only), but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault**, or any key related issue;

"caravan" / "trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 metres long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high (Europe only);

"claim" means each separate request for service or benefit under any section of this Group Policy;

"driver induced fault" means any fault caused by actions or omissions of the **driver** of the **vehicle** (except battery failure), for example running out of fuel (or charge in an electric vehicle), lost, stolen or broken keys or locking **your** keys in your **vehicle**;

"driver" "they", "them", "their" means a **member** who is entitled to the benefits under this **policy**, or the driver of a **vehicle** provided they have the owner's permission and are legally entitled to drive.

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

"group policy"/ "policy" means the breakdown policy that is subject to the terms and conditions of this policy booklet together with the **welcome email**;

"group policyholder" means the organisation that is the legal holder of this policy for itself and on behalf of the **members**, as listed on the **welcome email**;

"home" means the address in the UK where the **member** lives permanently, as stated to the **group** policyholder

"journey" means a trip to Europe which begins on departure from home on or after the start date and ends on return home during the period of cover;

"market value" means 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), of a **vehicle** based upon one of equivalent age, make, recorded mileage and model;

"member"/"you" means a member of the group policyholder who is named on the welcome email; "modified vehicle" means any vehicle that has been modified from the manufacturer's specifications; "passengers" means the driver and up to 16 people travelling in the vehicle. In Europe, passengers must be travelling with the driver for the whole duration of your journey.

"period of cover" means the length of time the group policy is in force as shown on the welcome email;

#### "RAC"/"we"/"us"/"our"

- 1. For Sections A and B, means RAC Motoring Services;
- 2. For Sections C and D means RAC Insurance Limited;

- 3. For Your data, means RAC Motoring Services and RAC Insurance Limited;
- 4. For Included benefits and Additional services means RAC Motoring Services; and
- 5. In each case any person employed or engaged to provide certain services on their behalf;

"reimburse" means reimbursement by us under the reimbursement process as set out on page 8; "road traffic collision"

- For Accident Care means a collision involving your vehicle and at least one other motor vehicle on a public highway, private road or a car park to which the public has an uninterrupted right of access; and
- In all other cases means a traffic collision involving a vehicle within the UK (or Europe if you have Section D – European Breakdown cover) that immobilises the vehicle;

"specialist resource" means resource or equipment that is not normally carried by **our** patrols, but is required to complete a repair or recovery, for example a crane, tractor, locksmith or lifting equipment for **modified vehicles** with lowered suspension;

"start date" means the date that this group policy begins, or renews, as shown on your welcome email; "United Kingdom"/ "UK" means England, Scotland, Wales, Northern Ireland and for the purposes of this group policy includes Jersey, Guernsey and the Isle of Man.

"vehicle" means a UK registered vehicle nominated by the **member** and agreed by the **group** policyholder to be registered on and covered under this **group policy** and complies with the following specifications:

- 1. It is insured, and holds valid tax and MOT (unless exempt); and
- 2. It is either a car, light van, motorhome, or minibus that is less than:
  - a. 3.5 tonnes;
  - b. 6.4 metres long including a tow bar; and
  - c. 2.55 metres wide; and
  - d. 3m high (in Europe only); or

3. It is a motorcycle 49 cc (121cc in Europe) or over and is not a mobility scooter;

"Welcome email" means the email (or paper if requested) confirmation of coverage provided to you and the group policyholder by us or on our behalf.

# Important information about your RAC group breakdown policy

- This RAC Group breakdown policy is intended to offer services to members of the Group policyholder relating to the breakdown of 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.
- There are general conditions set out on pages 13 and14 that apply to all sections. There are also specific conditions that are set out in each section. You must meet all of these conditions.
- All requests for service must be made directly to us.

# What level of cover do I have?

Your welcome email will list which sections of cover you have chosen. Please make sure this is correct.

This **group policy** is vehicle based, which means it is the **vehicle** that is covered, no matter who is driving provided they have the owner's permission and are legally entitled to drive.

A member can nominate up to 4 vehicles which will be covered providing they are notified to us by the group policyholder. In the event that a member needs to change a vehicle covered by the group policy during the period of cover, then they should notify the group policyholder so they can update us.

# How long am I covered for and how many claims can I make?

Your cover will commence from the date set out in your welcome email and will remain in force for 12 months.

There are no limits to the number of claims that you can make in the period of cover.

# Vehicle-based cover

This policy is vehicle based, which means it is the **vehicle** that is covered, no matter who is driving provided they have the owner's permission and are legally entitled to drive.

A member can nominate up to 4 vehicles which will be covered providing they are notified to us by the group policyholder. In the event that a member needs to change a vehicle covered by the group policy during the period of cover, then they should notify the group policyholder so they can update us.

# What vehicles am I covered in?

Only **vehicles** that are privately owned or leased and used only for private use are covered. This means the vehicle should be registered in **your** name, or that of another individual.

# Limits of cover

Cover under this policy is subject to limits on:

1. When a **claim** can be made:

a. no claim is permitted if the breakdown occurred prior to joining this group policy;

b. if the **vehicle** breaks down within 24 hours of the initial **start date** and **we** cannot fix the vehicle at the roadside (or at home if **you** purchased At Home cover), **we** will recover the **vehicle** to a local garage or destination within 10 miles only. All other cover (Onward travel – section C and European Breakdown – section D), if purchased, will start 24 hours after the initial **start date** 

- 2. The amount that is covered:
- a. for certain types of claim or for certain sections, as set out in the policy.

<u>Please note:</u> one claim means one request for service or cover under any section of this **policy**, regardless of who makes the claim

### Reimbursement

Under some sections, the **driver** may need to pay for the service up front and claim this back from **us**.

For sections A-C, please visit www.rac.co.uk/reimbursementclaimform

For section D (European Breakdown), please visit www.rac.co.uk/europeanclaimform

If **you** have any queries please contact **us** on 0330 159 0337. Please send the completed claim form within 90 days of the **breakdown** (or the date you return to the <u>UK for European reimbursements</u>) with proof of payment (such as a receipt) to us using the contact details on the form. **We** may ask the **driver** to supply original documents.

Please note: any costs that are not arranged through us or agreed by us will not be reimbursed.

# Section A – Roadside and At Home

# Covered

If the vehicle breaks down within the UK we will:

- 1. Send help to repair the vehicle. This could be a permanent or temporary repair; or
- 2. If we are unable to repair the vehicle, we will:
  - a. recover the vehicle and passengers from the breakdown location to:
    - i. an approved garage;
    - ii. another local garage; or
    - iii. a destination of the driver's choice

up to a maximum of 10 miles from the breakdown; and

b. if we recover the vehicle to a garage, we will reimburse the driver for taxi costs for passengers to continue their journey to a single destination within 20 miles

### Not covered

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

<u>Please note</u>: further information on what services are available to **caravans** or **trailers** can be found on page 16

# **Section B – Recovery**

### Covered

If we are unable to repair the **vehicle** under Section A, we will recover the **vehicle** and **passengers** from the **breakdown** location to a destination of the **driver's** choice within the **UK**. For long distances, we may use more than one recovery vehicle.

Please note: the driver must arrange recovery with us while we are at the scene.

# Not Covered

- 1. Please see the "Not covered" part of Section A (Roadside and At Home), which also applies here;
- 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 key;
- 3. A second recovery if the intended original destination is closed or inaccessible.

# Section C – Onward Travel

# Covered

If we attend a breakdown under Section A (Roadside and At Home), and cannot fix the vehicle on the same day, we will help by making arrangements to allow the **driver** to continue their journey. The **driver** can choose one of the following options, based on their circumstances and subject to availability:

- 1. Hire car;
- 2. Alternative transport; or
- 3. Overnight accommodation.

### 1. Hire car

Hire cars must be arranged with us within 24 hours of the breakdown.

### Covered

- 1. We will arrange for the hire of a small hatchback car for up to 48 hours, or until your vehicle has been fixed if sooner.
  - a. we will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess)

- b. we will try to find a hire car close in size to the driver's vehicle but cannot guarantee this.
- c. If the driver's vehicle has more seats than the hire car we provide, and the driver requires more seats, we may need to provide two cars; or
- 2. If the driver is not eligible for a hire car arranged by us for any reason, such as they do not meet the hire car provider's terms (e.g. the driver is under 21 or has certain types of endorsement on their licence), they may choose to hire a car themselves. If the driver lets us know and we agree the cost beforehand, we will reimburse the driver up to £35 per day, up to a maximum of 48 hours;

# Not Covered

1. We will not provide any specific car type, model or accessories, including tow bars

- 2. Any cost of:
- a. delivery and collection of the car hire and any fuel used; or
- b. fuel while using the car hire; or
- c. any insurance excess and additional costs

# 2. Alternative transport

#### Covered

If the **driver** would prefer to continue their journey by air, rail, taxi or public transport, **we** will reimburse the **driver** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less

### 3. Overnight accommodation

#### Covered

The **driver** may decide that waiting for the vehicle to be fixed is best for them. **We** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less

You will have to pay for any extra hotel or transport costs.

# Assistance in a medical emergency

#### Covered

We will also help if the **driver** or one of their **passengers** suddenly or unexpectedly falls ill or is injured and needs medical help before the end of their journey. We will help:

1. Book one night's bed and breakfast accommodation for the **driver** and their passengers if the hospital is more than 20 miles from home. **We** will reimburse the **driver** up to £150 per person or £500 for the whole party; and

2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

### Not covered

We will not assist the **driver** where the **driver** or one of their **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

# Section D – European Breakdown

# Overall claims limit for European Breakdown

Under this Section D, there is an overall limit of £2500 per claim.

For example, if **we** have attended a **breakdown** in **Europe** and provided a hire car (up to £1500) and the **vehicle** cannot be repaired before the **driver's** planned return to the **UK**, **we** will not cover the full cost of getting the **vehicle** home if the total cost of the hire car and repatriation exceeds £2500.

# Section D1: Onward Travel in the UK

### Covered

If we attend a breakdown under section A within 48 hours of your planned departure date and we cannot fix the vehicle by your planned departure date, we will either:

- 1. arrange for the hire of a car for the continuation of **your journey** or until **your vehicle** has been fixed if sooner, up to a maximum of £125 per day and £1500 in total.
  - a. We will transport one person to our nearest hire car supplier to collect the hire car;
  - we will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess)
  - c. we will try to find a hire car close in size to the driver's vehicle but cannot guarantee this.
  - d. If the driver's vehicle has more seats than the hire car we provide, and the driver requires more seats, we may need to provide two cars; or
- 2. If the driver is not eligible for a hire car arranged by us for any reason, such as they do not meet the hire car provider's terms (e.g. the driver is under 21 or has certain types of endorsement on their licence), they may choose to hire a car themselves. If the driver lets us know and we agree the cost beforehand, we will reimburse the driver up to £125 per day until their vehicle is fixed, up to a maximum of £1500;

# Not Covered

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

# Section D2: Roadside assistance in Europe

A driver can make unlimited journeys during the period of cover, but each journey is limited to a maximum of 90 days.

# Covered

If the driver's vehicle breaks down in Europe during a journey, we will send help to either:

- 1. Repair the vehicle at the roadside. This could be a permanent or temporary repair; or
- 2. 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 up to £150 towards the garage labour charges ;

d. help the **driver** 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.

# Not Covered

1. Garage labour charges if the vehicle repair costs will be more than its market value;

2. The cost of any parts.

#### Please note:

By claiming under this section you are authorising us and the garage to undertake fault diagnosis.
On rare occasions we may not be able to attempt to repair the vehicle at the roadside. Instead we will recover the vehicle and passengers to a local garage to enable us to provide cover under this section.

# Section D3: Missed connection

# Covered

If the **driver** is on a **journey** and **we** attend a **breakdown** under Sections A or D2 and they miss their pre-booked connection, **we** will reimburse the **driver** for the costs of a replacement standard class ticket up to a maximum of £500 in each **period of cover** to allow the **passengers** to continue the **journey**.

# Not Covered

1.The cost of: a. transport to a destination outside of **Europe**; or

b. the original travel ticket.

# Section D4: Onward travel in Europe

# Covered

If the **vehicle breaks down** during a **journey** in **Europe** and **we** establish that the repairs cannot be completed within 6 hours, **we** will help the **driver** by making arrangements for the **passengers** to continue the **journey**. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

- 1. Hire car; or
- 2. Alternative transport; or
- 3. Additional accommodation expenses

# Not Covered

The cost of transporting the **driver** and their **passengers** to collect a hire car, getting to a station or travel to a hotel.

Cover under this section will stop once:

- 1. The vehicle has been repaired to a roadworthy condition; or
- 2. The decision to bring the vehicle home is made by us; or
- 3. If we establish that the repair costs to the vehicle exceed its market value.

Once **you** are notified of cover ending, if **you** have a hire car, **you** must return it to the place agreed with **us** within 24 hours. **You** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

# 1. Hire car

# Important

In order to arrange a hire car, the provider will require both a valid, full UK driving licence and a credit card in the **driver's** name.

# Covered

- 1. We will arrange for the hire of a car for the continuation of your journey or until your vehicle has been fixed if sooner, up to a maximum of £125 per day and £1500 in total.
  - we will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess)
  - b. we will try to find a hire car close in size to the driver's vehicle but cannot guarantee this.
  - c. If the **driver's vehicle** has more seats than the hire car **we** provide, and the **driver** requires more seats, **we** may need to provide two cars; or
- 2. If the driver is not eligible for a hire car arranged by us for any reason, such as they do not meet the hire car provider's terms (e.g. the driver is under 21 or has certain types of endorsement on their licence), they may choose to hire a car themselves. If the driver lets us know and we agree the cost beforehand, we will reimburse the driver up to £125 per day until their vehicle is fixed, up to a maximum of £1500;

### Not Covered

- 1. We will not provide any specific car type, model or accessories, including tow bars;
- 2. We will not provide breakdown cover for the hire car;
- Crossing a border from one country to another, unless agreed with us and permitted by the hire car provider. You may need to change vehicles if you need to cross a border.
- 4. Any cost of:
  - a. Delivery and collection of the hire car and any fuel used;
  - b. Fuel used while using the hire car;
  - c. Any insurance excess or additional costs.

# 2. Alternative transport

# Covered

We will pay up to £50 per person, per day, up to a total maximum of £500 for a standard class ticket for travel by air, rail, taxi or public transport.

### 3. Additional accommodation expenses

### Covered

We will arrange additional accommodation expenses if the **driver** and **passengers** are unable to use their prearranged accommodation. We will pay up to £50 per person, per day, up to a total maximum of £500. Not Covered

Accommodation where the driver or passengers have suitable alternative accommodation they can use.

### Getting your passengers home

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

1. The driver's vehicle is brought back home under Section D5; or

2. Once we establish that the repair costs to the driver's vehicle exceed its market value under Section D5.

# Section D5: Getting your vehicle home

# Covered

If we attend a **breakdown** under section D2 (Roadside assistance in Europe), and the **vehicle** cannot be repaired before the **driver's** planned return to the **UK**, we will arrange and pay for costs up to the market value of the **vehicle** (or £500, whichever is greater), for:

- 1. Recovery of the **vehicle** to a single destination of the **driver's** choice within the **UK** and storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
- If the driver's vehicle is repaired in Europe, up to £600 towards the cost of one person to travel to collect the vehicle by standard class rail, air fare or public transport and a contribution towards room only accommodation up to £50 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;

We will also reimburse you for a hire car in the UK once we have brought passengers home under Section D4 (Onward travel in Europe) until the vehicle is brought back to the UK, up to the amount £40 per day up to a maximum of 3 consecutive days.

We will take the passengers in the vehicle home under Section D4 (Onward Travel in Europe).

It is our decision whether to get your broken-down vehicle home or have it repaired locally

### Not Covered

1.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. incurred as a result of actions or omissions of your motor insurers;
- 2. 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 the 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. We will not cover the costs of fuel, insurance or meals;

5. If **you** want **us** to bring the **vehicle home** and the costs of this exceed **your** level of cover, **you** will need to pay any costs above your level of cover 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 D6: Vehicle break-in emergency repairs

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

# Covered

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 £180 for:

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

# Not Covered

- 1. The cost of any parts.
- 2. Any benefits under any other section of this group policy.

# Section D7: Replacement driver

### Covered

Although this is not covered as a **breakdown** under this **policy**, if the **driver** suddenly or unexpectedly falls ill or is injured during a **journey** in **Europe**, meaning they are unable to drive, **we** will provide a replacement driver to allow you to continue your **journey** or return **home**.

We will require written confirmation from the treating hospital or medical expert that the driver cannot drive.

### Not Covered

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 this **group policy**.

# **General conditions**

The following conditions apply to all sections of this **group policy**. If **you** do not comply, **we** can refuse cover and/or cancel **your** membership of the **group policy**.

1. The **member** must pay the premium to the group policy holder or direct to Vehicle Benefits.

2. You must request services directly from us, as we will only provide cover if we make arrangements to help you.

3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working. 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 the **vehicle** to a place of repair and this **group policy** will not provide cover.

4. We will not cover any claim where the vehicle is already at a garage or other place of repair.

5. 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.

6. There must be a **driver** with the **vehicle** when **we** attend. If there is not, **we** will not be able to provide service.

7. We are not responsible for any loss or damage to the contents of the vehicle.

8. Where we recover passengers under the age of 16, they must be accompanied by an adult.

9. We will not allow animals in **our** vehicles, except assistance dogs. Any animals can remain in **your vehicle** at **your** 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.

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 where required.

11. Where **we** provide a repair to **your 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. 12. **We** will not be responsible for any losses that **you** or a **driver** incurs following a **breakdown** that are not expressly covered by this **group policy**. For example, **we** will not pay for any loss of earnings or missed appointments.

13. 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, whether an approved garage or not, and the contract for such repairs will be between **you** and the garage / repairer.

14. We will not provide service under this **policy** if **we** are prevented from doing so in circumstances beyond **our** reasonable control, including, but not limited to, an act of terrorism, a pandemic or epidemic, extreme weather, the activities of civil or government authorities, industrial disputes, riots, war or civil unrest. In these circumstances, **we** will take steps to prevent or minimise the effects on **our** services.

15. The cost of the following is not covered by this **policy**:

a. specialist resource;

b. tolls, ferries, congestion or low emission zone charges for your vehicle and our vehicle;

c. any damage to glass even if the damage means you cannot legally or safely drive. We will arrange transport to a local garage so **you** can arrange to get **your 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 **RAC**. If the emergency services, local authority or any government agency are handling the **breakdown**, we will only attend and provide recovery once instructed to do so by them.

16. In handling any claim there may be more than one option available to you under this group policy. 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.

17. The **vehicle** must be privately owned or leased and used only for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work.

18. This group policy does not cover:

a. routine servicing, maintenance or assembly of your vehicle;

b. caravans or trailers, except as described under Included benefits;

c. vehicles- personal vehicles completing business mileage are covered, however company vehicles,

vehicles that are sign-written, used for hire and reward, parcel delivery or linked to the motor trade, even if a **driver** is using it for personal use at the time of breakdown are not covered;

d. **breakdowns** that occur during activities or events that are not subject to the normal rules of the road, for example, breakdowns on a track day. **We** will not attend breakdowns on race tracks or where **you** have been immediately recovered from a race track;

e. **breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which **you** or **we** have no legal access;

f. **your 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;

j. any **claim** under this **group policy** where the **breakdown** was first reported to **us** under a different policy or membership; or

k. vehicle storage charges. If your vehicle is being stored, you will be contacted at your last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the vehicle has not been collected and fees not paid, the vehicle may be disposed of and any outstanding fees will be deducted. You will be notified, in accordance with legislation, prior to this happening.
19. If the driver is asked to review and approve a document (either paper or electronic) recording the condition of your vehicle and our findings at the roadside, the driver must ensure that the record is accurate and complete. We will not be responsible for any errors or omissions.

20. Where **we** arrange a hire car, taxi, hotel or similar benefit under this **group policy**, **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 **we** use reputable companies, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;

21. Any **claim** which **you** could make under any other insurance policy. If the value of **your claim** is more than **you** can recover under another policy, **we** may pay the difference, subject to the limits as set out in these terms and conditions.

# Conditions specific to travel in Europe

1. You must be a permanent resident in the UK during the period of cover;

2. Claims made more than 24 hours after the breakdown may be declined in part or completely;

3. This group policy does not cover:

a. vehicle storage charges, other than under Section D5 (Getting your vehicle home);

b. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;

c. overloading of a **vehicle**, under the laws in any country in which **you** are travelling;

d. breakdowns in Europe caused by running out of oil or water, frost damage or rust or corrosion;

e. any claim for any repairs which are not essential in order to continue the journey;

4. You must make sure the vehicle meets all relevant laws of the countries you visit during a journey;

5. How we calculate the exchange rate:

a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;

b. Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:

i. at the exchange rate used by your credit or debit card provider; or

ii. at the exchange rate used by us when we receive your claim form if you paid in cash;

6. If your vehicle needs to be repaired following a breakdown, you must not delay or refuse repairs whilst you or the driver 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 D4 (Onward travel in Europe) or Section D5 (Getting your vehicle home).

# **Included benefits**

The following services are provided at no additional charge:

#### Caravans and trailers

If the **driver's caravan** or **trailer** breaks down within the UK, **we** will send help to try and repair it at the roadside. This could be a permanent or temporary repair. **We** will not provide any other cover under this **policy** if the **drivers 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.

#### Accident Care

If the **driver** has a **road traffic collision** involving another motor vehicle in the **UK**, **we** may be able to help the **driver** with the following additional services:

#### Post-accident assistance

Call us straight from the scene on 0333 2000 999 and we can give the driver help and advice on:

- 1. Whether the **vehicle** can still be driven, or if it is best for it to be recovered;
- 2. Arranging a recovery under our road traffic collision assistance (below);
- 3. Whether to claim on insurance;
- 4. Arranging a replacement **vehicle** for the **driver**, if they need one; and
- 5. The driver's rights to claim compensation if the road traffic collision was not their fault.

#### Road traffic collision assistance

We can transport the **vehicle** up to 150 miles from where the **road traffic** collision happened but there is a charge for this service. We will discuss the charge with the **driver** when they require recovery after a **road traffic collision** and if they agree to proceed, the charge will be payable to **us** within 180 days. We can help recover these costs from **your** motor insurer or the responsible third party.

#### Service in the Republic of Ireland

If the **vehicle** breaks down in the Republic of Ireland and the **drivers home** address is in Northern Ireland, we will recover the **vehicle** to the **driver's** home, or to another destination in Northern Ireland if the distance is less.

This service does not affect any cover **you** have If **you** have purchased European Breakdown cover (section D).

#### Urgent message relay

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

#### Replacement driver or recovery, in the event of illness

If the **driver** suddenly or unexpectedly falls ill or is injured, during a journey in the **UK** and no one within the **driver's** party can drive the **vehicle**, we may be able to provide a replacement **driver**, or recover the **vehicle** and **passengers** to a single destination within the **UK**. This service is discretionary, and we will decide whether or not to provide this service. We will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

# **Additional Services**

#### In the UK

If the **drivers vehicle** cannot be driven for any reason other than a **breakdown** or **road traffic collision**, for example if the **driver** has a **driver-induced fault**, **we** will still be able to help the **driver**. If **we** cannot get the **driver** going again, **we** will recover the **vehicle** and **passengers** up to 10 miles. Any equipment or specialist resource required by **us** to repair or arrange the recovery of the **vehicle** will be chargeable.

#### In Europe

If your vehicle cannot be driven due to the following reasons, we will attend and provide recovery to a local garage but will not pay for specialist resource:

- 1 a road traffic collision;
- 2. if your vehicle has run out of fuel (or charge in an electric vehicle);
- 3. if your vehicle has a flat tyre; and

4. if the **vehicle's** keys are lost, stolen, broken or locked in the **vehicle**. We are not liable for any damage caused in getting them out, for example if **we** have to break a window.

#### In the UK and Europe

We can also provide additional services that are not included in your policy but we will charge the driver for these, for example to:

- 1. Purchase the parts the driver needs to get on their way;
- 2. Pay for **specialist resource** to complete the repairs;
- 3. Extend the hire time for a replacement car;
- 4. Arrange a second or extended recovery; or

We will agree these costs up front and will need full payment before we can help. The member will be responsible for any additional charges, so for example, if we help someone under your policy and their payment fails, we will invoice you. This is why we request proof of identity at the breakdown.

#### **Cancellation Rights**

You can cancel your membership of this **group policy** within 14 days of the **start date** or the date **you** receive your **welcome email** and these terms and conditions, whichever is later.

If you cease to be employed by the group policyholder during the period of cover then your policy will cease, you will not pay any further premiums and will have no entitlement to claim under this group policy.

To cancel, please contact the group policyholder (your employer).

#### Misuse of your policy

You 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 policy to try and obtain a service under this policy;

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;
- 3. Refuse to provide any services to you under this policy with immediate effect;
- 4. Immediately cancel **your** membership of this **group policy**; and
- 5. Refuse to sell any **policy** 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 **your** membership of this **group policy** 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.

#### Complaints

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, please contact us:

Write to **us** at: Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN

Email: breakdowncustomercare@rac.co.uk

Or call us on: 0330 159 0337

#### **Financial Ombudsman Service**

In the event **we** cannot resolve **your** complaint to **your** satisfaction, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service Exchange Tower London E14 9SR

0800 023 4567 / 0300 123 9 123

Complaint.info@financial-ombudsman.org.uk

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.

#### **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 FSCS.

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

Financial Services Compensation Scheme 10<sup>th</sup> Floor Beaufort House 15 St Botolph Street London EC3A 7QU

The cover provided by RAC Motoring Services is not covered by FSCS.

#### Choice of law

The parties are free to choose the law applicable to this **policy**. 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 policy booklet and **welcome email**) and other information relating to this contract will be in English.

### Your Data

This section provides a summary of how **we** collect and use information about you and who **we** share it with. **Our** privacy policy provides more details about our use of your data which is available at rac.co.uk/privacy-policy or you can request a copy by using the contact details below. Additionally, the Vehicle Benefits privacy policy is available by clicking here – https://www.vehiclebenefits.co.uk/

#### What information about you do we use?

We typically collect and use the following types of information about you:

- Information about you: your name; your address; your phone number; your email address.
- Information about beneficiaries under your policy: including their names and home addresses.
- Location information: the location of you and your vehicle and information about any relevant journeys.
- Policy information: such as your policy number, policy start date and expiry date.
- Vehicle information: vehicle registration number; manufacturer; model; date of first registration with the DVLA.
- Breakdown information: information about the cause of your breakdown.
- Payment details: Credit or debit card details.
- Health information: in very limited circumstances, we may need to ask for information about your health and wellbeing for the purpose of performing our obligations under your policy.
- Communication and marketing information: information about your communication and marketing preferences.

### How we collect your data

We collect information about you when you apply for RAC Membership through Vehicle Benefits.

### Why we collect your data

We use information about you in order to provide you with our products and services. We may also use your information for related purposes such as handling claims, analysis and administration, marketing, research and communications, or to reduce the risk of payment default and fraudulent abuse. We may also use your information to comply with a legal obligation.

### Who we will share your data with and why?

We may share your data with:

- organisations within the RAC group of companies, external service providers and specialists to enable us to provide you with the services you request such as breakdown assistance and for related purposes such as market research;
- external organisations who help us with fraud protection and detection including credit reference agencies and organisations that check your identity; and
- statutory bodies or organisations where we are asked to provide them with your data for the prevention or detection of crime and fraud, or where we are required to give this information by law.

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

#### Your rights

You have a number of rights relating to your personal data. For information about your rights, please visit rac.co.uk/privacy-policy, contact our Data Protection Officer or contact RAC Customer Centre: 1. Call: 0330 159 0360

2. Email: breakdowncustomercare@rac.co.uk:

3. Write to them: Freepost RTLA-HZHB-CESE, RAC Motoring Services, Customer Services Team, PO Box 586, Bristol, BS34 9GB

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