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</table>
Who to contact
These are all of the numbers that you and/or a driver will need in the event that the vehicle has broken down or you and/or a driver need to make any other claim under RAC Breakdown Cover.

Broken down
Freephone (from a landline): 0333 202 1867

Telephone charges
Call charges may apply. Please check with your telephone provider. Please note that we do not cover the cost of making or receiving telephone calls. Calls may be recorded and/or monitored.

Customers with hearing difficulties
Customers with hearing difficulties can contact RAC using a Text Phone and prefix the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on 07855 828282.

Checklist
Certain information is required when calling to make a claim.
1. The driver’s name
2. The vehicle registration number
3. The make and model of the vehicle
4. The exact location of the vehicle
5. The driver’s contact number
6. The nature of the fault

Remember
1. Please call us back if the vehicle gets going before the RAC patrol or RAC contractor arrives
2. Only accept help from the RAC patrol or RAC contractor that has been sent to assist the vehicle by us
3. Don’t go directly to a garage (even an RAC appointed one); we will not reimburse you if you or a driver have had to pay for help which was not arranged by us
4. Recovery can only be arranged by us
Policy Summary

Important information about RAC Breakdown Cover

RAC Breakdown Cover

RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. This policy summary provides you with basic information about RAC Breakdown Cover. The full terms and conditions can be found later in this policy booklet.

Cover is vehicle-based and covers the named vehicle for use by any authorised driver.

Who provides RAC Breakdown Cover

RAC Motoring Services provides the cover and any Additional Services.

RAC Motoring Services (in respect of insurance mediation activities only) is authorised and regulated by the Financial Conduct Authority.

Our firm reference number is 310208. Authorisation can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 or 0300 500 8082 from a mobile.

Period of cover

RAC Breakdown Cover is valid for the period of cover as stated on your confirmation document.

Limits of cover

Your cover is subject to limits of cover for certain types of claim. These limits are set out in the full policy booklet.

Cancellation of RAC Breakdown Cover

You can cancel RAC Breakdown Cover within the first 14 days following the effective date, renewal date or the date you receive this policy booklet, whichever happens later. We will refund your premium in full unless you or a driver has made a claim within this period. If a claim has been made during this period no refund will be given. Your policy will automatically terminate in the event that your related motor insurance policy terminates.

There will be no refund if you cancel RAC Breakdown Cover after this 14 day period.

Contact details for notifying a claim

Please see page 3.
Data Protection

We, together with the RAC Group companies, use your personal data for the purpose of providing our products and services to you, administration of the same customer services and to calculate your premium. Your information may be transferred globally. We will share your personal data outside of the RAC Group for the purpose fraud prevention and detection. Our use of your personal data is described in full in the ‘Your data’ section below along with contact details should you have any questions.

Complaints

Complaints should be made using the following details for all aspects relating to the roadside service:

1. Email us at: breakdowncustomercare@rac.co.uk
2. Call our customer care number on: 0330 159 0360; or
3. Write to us at: Breakdown Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

For complaints about anything else, you should call Brightside Car Insurance on: 0333 222 4540 or Write to: Brightside Car Insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

Financial Ombudsman Service

If your complaint is not resolved to your satisfaction, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us. To the extent that your complaint relates to any cover provided by us, you may not be able to refer your complaint to the Financial Ombudsman Service. We will always endeavour to resolve your complaint to your satisfaction.

Financial Services Compensation Scheme

The cover provided by us under this RAC Breakdown Cover is not covered by the Financial Services Compensation Scheme.

Summary of cover

The following table is a summary of the cover and benefits available as well as the significant and unusual exclusions or limitations. For Section A assistance we cover any claim that occurs within the first 24 hours of your cover. For all other services there is no cover provided within the first 24 hours of your cover (this is not applicable if your policy has just been renewed).

You and each driver must comply with the applicable terms and conditions under this RAC Breakdown Cover to receive cover. Any failure of you or a driver to do so may impact on your rights under this RAC Breakdown Cover, including whether you can make a claim.
<table>
<thead>
<tr>
<th>Type of cover</th>
<th>Significant features and benefits</th>
<th>Significant and unusual exclusions or limitations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section A. Roadside</td>
<td>Roadside assistance if <strong>you</strong> have <strong>broken down</strong> in the United Kingdom, Guernsey, Jersey, the Isle of Man and the Republic of Ireland.</td>
<td><strong>We</strong> will not cover the cost of any parts.</td>
</tr>
<tr>
<td></td>
<td>Transportation of the <strong>vehicle</strong> and transportation of <strong>you</strong> and up to 7 passengers to a single destination of <strong>your</strong> choice within the <strong>territory</strong> and up to 10 miles from the <strong>breakdown</strong>.</td>
<td>The fitting of any parts <strong>you</strong> have already purchased from a third party.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Any <strong>breakdown</strong> within a 1/4 of a mile of <strong>your home</strong> as measured by <strong>us</strong>.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A <strong>breakdown</strong> caused by a fault that <strong>we</strong> have previously provided <strong>breakdown</strong> assistance for if <strong>we</strong> advised <strong>you</strong> that the repair was temporary and further repairs were required.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Any service or benefits relating to a <strong>breakdown</strong> if the <strong>breakdown</strong> has been reported to <strong>us</strong> under a different membership, even if the services under <strong>your RAC Breakdown Cover</strong> are more extensive than the membership the <strong>breakdown</strong> was reported under.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If <strong>you</strong> are not carrying a serviceable spare tyre or manufacturer’s alternative, <strong>we</strong> may attempt a temporary repair. If <strong>we</strong> are unable to repair the <strong>vehicle</strong> <strong>we</strong> will provide a recovery of up to 10 miles.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>We</strong> will not repair or replace glass.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attendance following a <strong>road traffic incident</strong>, fire, flood, theft, or act of vandalism or other incident covered by a policy of motor insurance. theft, or act of vandalism or other incident covered by a policy of motor insurance.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Any <strong>vehicle</strong> that does not meet the specifications on page 11.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>We</strong> will not cover any claim made under this Section for a <strong>breakdown</strong> that occurred prior to the <strong>effective date</strong>.</td>
</tr>
<tr>
<td>Type of cover</td>
<td>Significant features and benefits</td>
<td>Significant and unusual exclusions or limitations</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Section B.</td>
<td>If we attend a breakdown under Roadside, recovery of the vehicle to a single destination of your or the drivers choice within the territory and transportation of the driver and up to 7 passengers.</td>
<td>No cover for breakdown within a 1/4 of a mile of the driver’s home.</td>
</tr>
<tr>
<td>Recovery</td>
<td>If the driver lives in Northern Ireland, recovery to the driver’s home if the driver breaks down in the Republic of Ireland.</td>
<td>We will not provide Recovery to more than one destination.</td>
</tr>
<tr>
<td></td>
<td>For a breakdown relating to tyres, we will not provide a recovery of more than 10 miles where the vehicle is not carrying a serviceable spare tyre or manufacturer’s equivalent.</td>
<td></td>
</tr>
<tr>
<td>Section C.</td>
<td>Breakdown assistance if the vehicle has broken down in the territory within a 1/4 of a mile from the driver’s home (as measured by us).</td>
<td>We will not provide a tow of more than 10 miles.</td>
</tr>
<tr>
<td>At Home</td>
<td>Transportation of the vehicle, the driver and up 7 passengers, up to 10 miles.</td>
<td></td>
</tr>
</tbody>
</table>

### Important information about your policy

Any words in this policy booklet that are in bold type are defined. Please see the Definition of words which explains the meaning of each defined term.

**RAC Breakdown Cover** is intended to offer services relating to the breakdown of vehicles. It meets the demands and needs of those who own or drive vehicles and wish to ensure the risk of the breakdown of the vehicles are met now and in the future.

This policy booklet contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this policy booklet. The drivers must meet these conditions or we may not provide the RAC Breakdown Cover.
Please read this policy booklet carefully to check the cover you have chosen and to ensure it meets your demands and needs.

Please ensure these documents are kept in a safe place. If you cannot find any of your documents, call Brightside Car Insurance on: 0333 222 4540 to request a replacement.

This policy booklet and the confirmation document is the contract of insurance between you and RAC Motoring Services.

Use of language
Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the confirmation document) and other information relating to this contract will be in English.

Law
The parties are free to choose the law applicable to RAC Breakdown Cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Your terms and conditions

Cover
RAC Breakdown Cover covers any vehicle that has been notified by you or someone on your behalf to us which is being driven by any driver with a full, valid driving licence. You and each driver must comply with the applicable terms and conditions under RAC Breakdown Cover. Any failure of you or a driver to do so may impact on your rights under this RAC Breakdown Cover, including whether you can make a claim. You should ensure that each driver is made aware of this as well as the level of cover under RAC Breakdown Cover.

If you would like to change the vehicles covered under RAC Breakdown Cover, please see Changes to your details in this policy booklet.

Reimbursement of payments
Where we state in this policy that we will reimburse you or the driver for certain sums as part of the cover, such reimbursement will be made to the relevant claimant following receipt of a claim form (which is available on request from 0333 202 1867) and proof of payment.

For reimbursement of payments made by you or a driver under this Policy please submit proof of payment to us at: RAC, Breakdown Customer Care, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

In certain circumstances, we may be able to arrange the benefits and pay such covered amounts on your or the driver’s behalf, and will notify you or the driver of this at the time of making the claim.
Period of cover
RAC Breakdown Cover provides cover for the period of cover as set out in your confirmation document.

Additional services provided by the RAC
If the driver requires additional services that are not covered under RAC Breakdown Cover, we may be able to arrange appropriate additional services at the driver’s request for an additional cost. For example to:
1. Purchase any parts necessary to complete a repair of the vehicle;
2. Receive specialist services to complete a repair of the vehicle;
3. Receive road traffic incident assistance in the territory;
4. Provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by us will be agreed with you or the driver when the service is requested and before any costs are incurred.

Definition of words
Certain words in this policy booklet have special meanings. These words and their meanings are listed below and apply wherever they are in bold type.

Breakdown / break down / broken down
Means the vehicle is inoperative, is unsafe to drive and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a road traffic incident, fire, flood, theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the vehicle to cease to function as a whole. Illumination of a vehicle’s warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, you will need to make your own way to a place of repair and any break down cover under this policy booklet will not apply;

Caravan / trailer
Means any caravan or trailer that complies with the following specifications:

<table>
<thead>
<tr>
<th>Max Weight (gross)</th>
<th>Max Length</th>
<th>Max Width</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5 tonnes</td>
<td>7.6 metres (25ft) including tow bar</td>
<td>2.3 metres (7ft 6in)</td>
</tr>
</tbody>
</table>

Claim / call out
Means any request for service or benefit or for cover under RAC Breakdown Cover;

Confirmation document
Means the document confirming your RAC Breakdown Cover agreement which contains important details about your cover and which must be read in conjunction with these terms and conditions;
Customer / you / your
Means the person shown on the confirmation document and that is permanently resident in the territory;

Driver / their / they
Means any driver of a vehicle (including you) at the time a breakdown occurs who is authorised by you to be driving the vehicle and is permanently resident in the territory;

Effective date
Means the date that this RAC Breakdown Cover policy begins as shown on the confirmation document;

Emergency service
Means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

Expiry date
Means the date that this RAC Breakdown Cover policy expires as shown on the confirmation document;

Home
Means the address in the territory where the driver permanently lives;

Market value
Means the market value in the territory, 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;

Modified vehicle
Means any vehicle that has been modified from the manufacturer’s specifications;

Period of cover
Means the period from the effective date to the expiry date (as shown on the confirmation document);

Premium
Means the basis upon which services will be provided under RAC Breakdown Cover charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) if applicable at the current rate;

RAC / we / us / our
Means RAC Motoring Services and each of its authorised agents;
RAC contractor
Means any person appointed by the RAC to provide certain breakdown assistance services on our behalf;

RAC patrol
Means a technician employed by the RAC;

RAC Breakdown Cover
Means this RAC Breakdown Cover policy that is subject to the terms and conditions in this policy booklet;

Road traffic incident
Means a traffic accident or incident involving a vehicle within the territory;

Road traffic acts
Means any Acts of Parliament, laws, rules or regulations, which govern the driving, the use or maintenance of any motor vehicle in the territory;

Specialist equipment
Means equipment that is not normally carried by RAC patrols or RAC contractors to complete repairs and recoveries in the event of a breakdown including, but not limited to, winching and specialist lifting equipment;

Territory
Means the United Kingdom, Jersey, Guernsey and the Isle of Man;

United Kingdom
Means England, Scotland, Wales and Northern Ireland;

Vehicle
Means any UK registered vehicle that is shown on the confirmation document and complies with the following specifications:

<table>
<thead>
<tr>
<th>Max Weight (gross)</th>
<th>Max Length</th>
<th>Max Width</th>
<th>Max Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5 tonnes</td>
<td>5.5 metres (18ft) including tow bar</td>
<td>2.3 metres (7ft 6in)</td>
<td>3 metres (9ft 10in)</td>
</tr>
</tbody>
</table>
Your cover

Section A. Roadside
RAC Breakdown Cover includes cover for Roadside subject to the terms and conditions below.

What is covered
If a vehicle has broken down in the territory or the Republic of Ireland during the period of cover, we will provide an RAC patrol or an RAC contractor to either:
1. Repair the vehicle at the roadside; or
2. If we are unable to permanently repair the vehicle at the roadside (within a reasonable time), we will decide, based upon our technical expertise in breakdown situations, either to provide a temporary repair to the broken down vehicle at the roadside or transport the broken down vehicle (and any caravan or trailer attached to it) to a single destination chosen by the driver within 10 miles of the breakdown as measured by us. We will only transport the caravan or trailer if the vehicle has broken down.

If we transport the broken down vehicle (and any caravan or trailer attached to it) to a destination of your or the driver’s choice, we will either:
1. Provide transport for the driver and up to seven passengers of the broken down vehicle to that chosen destination. If more than five people require transportation, we may need to provide transport in separate vehicles;
2. If you or the driver choose for us to transport the vehicle to a garage, we will reimburse the driver’s taxi fare for a taxi journey to a destination up to 20 miles from the garage for the driver and up to seven passengers of the broken down vehicle as long as this is agreed with us in advance. In order to claim a reimbursement of the taxi fare, you must send the receipt for the taxi journey to us at the breakdown customer care address shown on page 8.

What is not covered
1. Any breakdown within a 1/4 of a mile of the driver’s home as measured by us;
2. Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
3. Any labour costs other than that incurred at the roadside including, without limitation, garages.
4. The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section A. If the RAC patrol or RAC contractor has the required parts you or the driver can purchase the relevant parts from us for an additional charge. The parts must be paid for in full at the time of the breakdown and before the repair commences;
5. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under RAC Breakdown Cover;
6. Any breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or

b. we advised you or a driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these other repairs;

7. Any breakdown resulting from a battery related fault where we have previously provided breakdown assistance for that fault and advised you or a driver to replace the battery but the battery has not been replaced;

8. Any attendance at the breakdown of a caravan or trailer is not covered under RAC Breakdown Cover, but such service may be available at an additional cost;

9. Assistance in a medical emergency;

10. Any vehicle that is already at a garage or other place of repair;

11. Any vehicle in a position where we cannot work on it or tow it, or wheels have been removed. We can arrange to rectify this but the driver will have to pay the costs involved.

12. Breakdowns which would be prevented by routine servicing of the vehicle; or

13. Servicing or assembly of a vehicle.

Section B. Recovery

RAC Breakdown Cover includes cover for Recovery subject to the terms and conditions below.

What is covered

If a vehicle has broken down in the territory during the period of cover and following an RAC patrol or an RAC contractor attending the breakdown and not being able to repair the vehicle locally within a reasonable time, we decide to recover the vehicle in accordance with the cover under Section A, we will transport the vehicle (and any caravan or trailer attached to it) and the driver and up to seven passengers of the broken down vehicle to a single destination within the territory chosen by you or the driver. If more than five people require transportation, we may need to provide transport in separate vehicles.

Where the driver’s home is in Northern Ireland, under this Section B, any breakdown cover will include the Republic of Ireland and drivers shall be entitled to be recovered from the Republic of Ireland to their home in Northern Ireland.

We may also provide, at our discretion, a recovery service if the driver becomes ill during a journey in the territory and the driver cannot continue the journey as the driver has no one in the party of people travelling with the driver who can drive the vehicle. We may ask the driver to provide written confirmation from the treating hospital or medical expert that they are unfit to drive and prove they are the only viable driver in their party.

What is not covered

1. Recovery that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Recovery cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;

2. Recovery to more than one destination;
3. Any breakdown within a 1/4 of a mile of your home as measured by us;
4. Where we can demonstrate that the recovery service as set out in this Section B, is being used by you and/or the driver to avoid the cost of repairing the vehicle;
5. Any recovery required as a result of a breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
   a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or
   b. we advised you or a driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs;
6. Any recovery required as a result of a breakdown resulting from a battery related fault where we have previously provided breakdown assistance for that fault and advised you or the driver to replace the battery but the battery has not been replaced;
7. Where a recovery is required due to a breakdown as a result of a problem with the tyre of the vehicle we will not provide recovery over 10 miles where no serviceable spare tyre is carried by the vehicle or no suitable alternative (as recommended by the manufacturer) is available;
8. Assistance if the driver becomes ill during a journey in the territory, or in any other medical emergency, if the driver is safely able to continue their journey, including where anyone travelling with the driver is able to drive the vehicle;
9. Any recovery required due to the breakdown of a caravan or trailer is not covered under RAC Breakdown Cover, but such service may be available at an additional cost;
10. If the vehicle suffers a breakdown as a result of a mis-fuel we will not recover the vehicle under this Section B. We may be able to repair the vehicle and/or arrange a recovery of the vehicle to another location for an additional cost;
11. Any vehicle that is already at a garage or other place of repair; or
12. A second recovery where the original recovery destination could not accept the vehicle due to their opening hours or other restrictions.

Section C. At Home
RAC Breakdown Cover includes cover for At Home subject to the terms and conditions below.

What is covered
If a vehicle has broken down in the territory during the period of cover within a 1/4 of a mile of the driver’s home as measured by us, we will provide an RAC patrol or an RAC contractor to either:
1. Repair the vehicle at the roadside or the home; or
2. If we are unable to permanently repair the vehicle at the roadside or at the driver’s home, we will decide, based upon our technical expertise in breakdown situations, either to provide a temporary repair to the vehicle at the roadside or transport the broken down vehicle (and any caravan or trailer attached to it) to a single destination chosen by the driver within 10 miles of the breakdown as measured by us. We will only transport the caravan or trailer if the vehicle has broken down.
What is not covered

1. Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
2. Reimbursement for any taxi fares to transport the driver and any passengers from the home or the place of the breakdown;
3. The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section C;
4. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under RAC Breakdown Cover;
5. Any breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
   a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or
   b. we advised you or the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these further repairs;
6. Any breakdown resulting from a battery related fault where we have previously provided breakdown assistance for that fault and advised you or the driver to replace the battery but the battery has not been replaced;
7. If the vehicle suffers a breakdown as a result of a mis-fuel we will not recover the vehicle under this Section C. We will only recover the vehicle to a garage within 10 miles of the breakdown. The RAC may be able to repair the vehicle and/or arrange a recovery of the vehicle to another location which will be for an additional cost;
8. Any vehicle that is already at a garage or other place of repair;
9. Servicing or assembly of a vehicle;
10. Assistance in a medical emergency; or
11. Any breakdown over the call out limit as shown in your confirmation document.
General exclusions

The following exclusions apply to all of the **RAC Breakdown Cover** (unless expressly stated otherwise). **RAC Breakdown Cover** does not cover:

1. Any **breakdown** or request for service occurring within the first 24 hours of **you** joining **RAC Breakdown Cover**, however this 24 hour exclusion period will not apply on renewal of **RAC Breakdown Cover**. **For Section A, we** will attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken down** prior to **you** joining **RAC Breakdown Cover**;

2. Any **vehicle** that is already at a garage or other place of repair;

3. Any **breakdown** caused directly or indirectly by:
   a. Running out of oil or water;
   b. Frost damage; or
   c. Rust or corrosion.

4. Any incident involving a replacement hire car provided under the terms of **RAC Breakdown Cover**;

5. Any personal effects, valuables or luggage left in **your vehicle** (or **trailer** or **caravan**);

6. Attendance following a **road traffic incident** in the **territory**. If a **driver** has had a **road traffic incident** in the **territory** and would like **us** to recover the **vehicle** **we** may be able to assist for an additional cost;

7. Attendance following fire, flood (in the **territory**), theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** or a **driver** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to assist for an additional cost;

8. **We** will not be liable in any circumstances for any infringement however caused of any manufacturer’s or dealer’s warranty as a result of services supplied;

9. **Vehicles** which have **broken down** on land to which a **driver** or **we** do not have permission to access;

10. **Vehicles** which have **broken down** as a result of:
    a. taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded; or
    b. misfuelling. **We** will not repair the **vehicle** including but not limited to draining or removing the fuel under **RAC Breakdown Cover**. **We** may be able to drain and remove the fuel for an additional cost. **We** will only recover the **vehicle** to a garage (within 10 miles of the **breakdown** in the **territory**). **We** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;

11. **Vehicles** being demonstrated or delivered under trade plates;

12. The recovery of any **caravan** or **trailer** in the **territory** except where the **vehicle** that was towing the **caravan** or **trailer** has **broken down**. If the **driver** would like **us** to recover any **caravan** or **trailer** in these circumstances, **we** may be able to assist for an additional cost;
13. Any services relating to a vehicle which the RAC patrol or RAC contractor considers (acting reasonably) is loaded over its legal limit;

14. The cost of specialist equipment for any reason (including safely lifting a modified vehicle). We may be able to arrange breakdown and recovery services with specialist equipment if needed for an additional cost;

15. Transportation of any horses or livestock;

16. Any services or benefits relating to a breakdown that was reported under a different RAC agreement to this RAC Breakdown Cover. To receive any services or benefits under this RAC Breakdown Cover, the driver must have reported the breakdown against this RAC Breakdown Cover;

17. Any costs:
   a. incurred without our prior consent. All requests for service must be made directly to us.
   b. i relating to repairs of wheels and tyres and costs relating to any vehicle not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
      ii the cost of towing the vehicle if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the driver to reach a garage to get the tyre replaced;
   c. relating to a driver having failed to carry or having misused any equipment provided by the vehicle manufacturer for the purposes of removing the vehicle spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
   d. relating to repairs or replacement to glass in the vehicle. We will arrange the recovery of the vehicle to a nearby garage for assistance but we will not pay for any replacement glass or pay for the fitting of any glass. You or the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
   e. relating to the keys to a vehicle being lost, stolen, or locked in the vehicle. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We will only arrange the recovery of the vehicle to a nearby garage for assistance and you or the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
   f. relating to the keys to a vehicle being broken. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We will only arrange the recovery of the vehicle to a nearby garage for assistance and you or the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
   g. for vehicle storage charges unless otherwise expressly included in the relevant section; or
   h. for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the vehicle under RAC Breakdown Cover and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
18. **We** will not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under **RAC Breakdown Cover**. For example, loss of earnings due to **us** being unable to repair the **vehicle** at the roadside, losses caused by delay in **us** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any **claim you** or a **driver** may have for death or personal injury);

19. **We** will not provide any service under **RAC Breakdown Cover** if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances on **our** services;

20. In the event of involvement of an **emergency service**, **we** will not remove the **vehicle** until all **emergency services** concerned have provided **us** with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than **us**, **we** will not meet the cost of the removal;

21. Any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs; or

22. Any **claim** that exceeds the limits of cover.

23. **We** shall not in any event, be liable for losses relating to any business interests **you**, a **driver** or any passengers may have including, but not limited to, loss of profit or revenue, loss of opportunity or of business; or for business interruption.
**General conditions**

The following conditions apply to all of this **RAC Breakdown Cover**. If you or any **driver** does not comply with these conditions we may not be able to provide cover under **RAC Breakdown Cover** and we may cancel this **RAC Breakdown Cover**.

1. **You** must pay the **premium** for this **RAC Breakdown Cover** and any applicable taxes by the due date or this **RAC Breakdown Cover** may be cancelled in accordance with the cancellation provisions on page 20 (**RAC Breakdown Cover** cancellation).

2. The **vehicle** must be maintained in a legal and roadworthy condition. This includes (but is not limited to) ensuring the **vehicle** complies with the following conditions throughout the membership period:
   a. it has a valid current excise licence (a tax disc) unless the **vehicle** is exempt from the requirement to hold an excise license under Section 5 of the Vehicle Excise and Registration Act 1994, this includes certain old **vehicles**, agricultural **vehicles** and emergency **vehicles**;
   b. it has a valid MOT certificate if applicable;
   c. it has valid motor insurance as required by the **road traffic acts**; and
   d. the **vehicle** is registered in the **territory**

Upon request from us, the **driver** must provide us with proof that the **vehicle** complies with any of the above conditions and allow us to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition, at any time. If the **driver** is unable to provide us with such proof, if the **driver** does not allow us to examine the **vehicle** or we consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, we reserve the right to refuse to provide any service under this **RAC Breakdown Cover** relating to that **vehicle**. This means we may decline the **claim**.

The **driver** must also tell us if they are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**. If the **driver** does not do so, we reserve the right to refuse to provide any service under this **RAC Breakdown Cover** if required as a result of such a **breakdown**.

3. Any **claim** under this membership for a reimbursement of payments made must be accompanied by proof that such payment has been made before we will reimburse you or the **driver**, for example a receipt or invoice relating to the payment;

4. The **driver** must be able to prove the **vehicle’s** eligibility by producing the valid **confirmation document** applicable to the **vehicle** they are driving;

5. **You** or a **driver** that can legally drive the **vehicle** and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If they are not, we will not provide any service related to the **breakdown**;

6. The **vehicle** must be registered at your **home**.

7. If we provide an onward transportation service of passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;

8. If we provide an onward transportation service for the **driver** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at your or the **driver**’s own risk. We will not transport animals in the recovery **vehicle** and we will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with **their** owners;
9. **We** will attend a **breakdown** at **your** request in good faith. By making a request for service under the terms of **RAC Breakdown Cover** the **driver** confirms that the **driver** and the **vehicle** comply with all legal requirements;

10. **Each driver** must be authorised by **you** to be driving the **vehicle** and be permanently resident in the **territory**. If not, **we** will not be able to provide any service related to the **breakdown**.

11. **Your** Policy will automatically terminate in the event that **your** related motor insurance policy terminates.

**Misuse of RAC Breakdown Cover**

**You** and each **driver** must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or

2. Misuse **RAC Breakdown Cover** by, including but not limited to, any of the following:
   a. persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
   b. false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
   c. omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under **RAC Breakdown Cover**;
   d. providing false information in order to obtain a service that would not otherwise be covered under **RAC Breakdown Cover**;
   e. knowingly allow, or not take reasonable care to prevent, someone not covered by **RAC Breakdown Cover** attempting to obtain a service under **RAC Breakdown Cover**; or
   f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, **we** will contact **you** to discuss **our** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with **we** reserve the right to:

1. Restrict the cover available to **you** or the applicable **driver** at the next renewal, if **you** wish to continue **RAC Breakdown Cover** with **us**;
2. Restrict the payment methods available to **you** and any **driver**;
3. Refuse to provide any services to **you** or the applicable **driver** under this **RAC Breakdown Cover** with immediate effect;
4. Immediately cancel this **RAC Breakdown Cover** in accordance the cancellation provisions; and
5. Refuse to sell any services to **you** or the applicable **driver** in the future.

**We** will notify **you** in writing in the event that **we** decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way **RAC Breakdown Cover** will be cancelled immediately and all **claims** forfeited and **we** may also take any of the additional steps as set out above.
RAC Breakdown Cover cancellation

Your right to cancel

You are entitled to cancel RAC Breakdown Cover within the first 14 days following the effective date or the date you receive this policy booklet, whichever happens later. RAC Breakdown Cover will be cancelled with immediate effect. We will refund your premium in full unless you or a driver has made a claim within this period. If a claim has been made during this period no refund will be given. Cancellations must be made by contacting Brightside Car Insurance at the address set out under ‘How to contact us’.

At any time after the 14 day cooling off period referred to above, you may cancel RAC Breakdown Cover upon giving us not less than 30 days’ notice. Cancellations must be made by contacting Brightside Car Insurance at the address set out under ‘How to contact us’. There will be no refund of premium.

Where you cancel RAC Breakdown Cover, we will request settlement of any outstanding premium or charges for services provided. If such sums are not settled following our debt collection process, we may take legal action and we may refuse to accept your custom in the future.

Our right to cancel

1. If any premium for RAC Breakdown Cover is not paid by the applicable due date for payment, we will notify you in writing. If any payments of premium due are not made within 30 days of the original applicable due date, we may cancel RAC Breakdown Cover with effect from the missed due date for payment;
2. We may cancel RAC Breakdown Cover in the event of misuse of RAC Breakdown Cover as set out in the general conditions. In the event that we decide to cancel RAC Breakdown Cover, we will notify you in writing and RAC Breakdown Cover will be cancelled with immediate effect;
3. Where we cancel RAC Breakdown Cover we will not refund any premium that has already been paid or that is due to us; and
4. Where we cancel RAC Breakdown Cover, we will request settlement of any outstanding premium or charges for services provided. If such sums are not settled following our debt collection process, we may take legal action and we may refuse to accept your custom in the future.
5. Your Policy will automatically terminate in the event that your related motor insurance policy terminates.

If RAC Breakdown Cover is cancelled for any reason, the vehicles will no longer be covered by the RAC under RAC Breakdown Cover.
Changes to your details
You must notify Brightside Car Insurance immediately if you want to amend any details relating to RAC Breakdown Cover including any change of address and any change to any vehicle to be covered under RAC Breakdown Cover. You can do this by contacting Brightside Car Insurance on the below contact details:

Call Brightside Car Insurance on: 0333 222 4540.
Write to: Brightside Car Insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If necessary, you will be sent a revised confirmation document reflecting the changes made to you details. All communications from the RAC, Brightside Car Insurance or our representatives shall be deemed duly sent if sent to your last known address.

Changes to RAC Breakdown Cover terms and conditions
In addition to our right to review the premium and other terms and conditions for RAC Breakdown Cover at the end of the period of cover, we can make changes to RAC Breakdown Cover terms and conditions at any time:

1. To respond proportionately to changes in general law in the territory or decisions of the Financial Ombudsman Service;
2. That are necessary to meet regulatory requirements; and/or
3. To reflect new industry guidance and codes of practice which increase the standards required for consumer protection or to make RAC Breakdown Cover terms and conditions clearer and fairer to you.

Any change to RAC Breakdown Cover terms and conditions (together with the reasons for such changes) will be notified to you at least 21 days in advance of the date that the change is due to take effect. We recommend you notify any driver that is affected by the change.

If the change disadvantages you or any driver, you may cancel RAC Breakdown Cover immediately by contacting us. You will be entitled to a refund of the premium paid to us subject to a deduction for the period from the effective date to the date of cancellation of RAC Breakdown Cover. This will be calculated (daily) on a pro-rata basis.
How to contact us

General enquiries
For general enquiries about RAC Breakdown Cover, please contact us as follows:
Call us on 0330 159 0360 Mon to Fri 7.00am to 10.00pm, Saturday 8.00am to 8.00pm, Sunday 9.00am to 7.00pm and Bank Holidays 9.00am to 5.00pm; or
Write to us at: RAC Motoring Services, Customer Services Department, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

If you contact us in writing or call us please provide your full name, contact telephone number, RAC Breakdown Cover number and, where applicable, the vehicle registration number.

If your query is about anything else, please contact Brightside Car Insurance as follows:
Call Brightside Car Insurance on: 0333 222 4540.
Write to: Brightside Car Insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

Complaints
We are committed to providing you with the highest standard of service and customer care. We realise, however, there may be occasions when you feel you did not receive the standard of service you expected. If you would like to complain about any aspect of the service we have provided to you or any driver under RAC Breakdown Cover please contact us as set out below. Please bring the complaint to our attention as soon as you can as this will assist us and you to resolve the complaint as quickly as possible.

If you are dissatisfied with any aspect of our breakdown services:
Call our customer care number on: 0330 159 0360; or
Write to us at: Breakdown Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN; or
Email us at: breakdowncustomercare@RAC.co.uk

For complaints about anything else, you should call Brightside Car Insurance on: 0845 128 7253 or;
Write to: Brightside Car Insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL

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

Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Tel: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us. If your complaint relates to the provision of services by us, you will not be able refer your complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect your legal rights.

Your data

Data Protection

For the purposes of the Data Protection Act 1998, RAC Motoring Services (RACMS), (Registered No: 01424399, with ICO Registration Z6342667), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW is the Data Controller in relation to the information it is processing for the purpose of administering your policy. RACMS will share the information you provide, together with other information, with its group companies. RAC group companies (RACGC) will use this for administration, customer services and to calculate your premium. RACGC will disclose your information to our service providers and agents for these purposes. RACGC may keep your information for a reasonable period to contact you about our services. RACGC may transfer your information outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between you and us, or that RACGC enter into at your request, in your interest, or for administrative purposes. When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice. You have the right to ask for a copy of your information (for which RACGC will charge a small fee) and to correct any inaccuracies. RACGC may record telephone calls for staff training and evidential purposes. In assessing your application now or at renewal, RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. RACGC may monitor and record any communications with you including telephone conversations and emails for quality assurance and compliance reasons.

If you would like a list of all RAC group companies, please write to the Data Protection Officer at RACMS using our registered address.

Brightside Car Insurance is the Data Controller with respect of the information it is processing on your behalf in accordance with the Broker’s Terms of Business.
Sensitive data
By proceeding with this RAC Breakdown Cover, you give us consent to use your sensitive personal data solely for the purposes for which you submit it.

Fraud prevention and detection
In order to prevent and detect fraud we may at any time:
1. Share information about you with other organisations and public bodies including the police;
2. Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this and where appropriate notify the relevant crime prevention organisations. We and other organisations may also search these agencies and databases to:
   a. help make decisions about the provision and administration of breakdown/insurance, credit and related services for you;
   b. trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or breakdown/insurance policies; and/or
   c. check your identity to prevent money laundering;
3. Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

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