



RAC Breakdown Cover Policy Booklet.

Terms and conditions

Please read and keep for your records

Who to contact

These are all of the numbers a **driver** will need in the event that the **vehicle** has **broken down** or need to make any other **claim** under **RAC Breakdown Cover**.

Broken down

Call **us** on 0333 202 1867.

If a **driver** has hearing difficulties **RAC** can be contacted 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.

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**.

Telephone charges

Please note the **RAC** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and or recorded. Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged as national call rates and usually included in inclusive minute plans.

Policy Summary

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.

This RAC Breakdown Cover provides cover solely in respect of the vehicle identified on the motor policy schedule.

Who provides RAC Breakdown Cover

RAC Motoring Services provides the cover except for Section D which is provided by RAC Insurance Limited. RAC Motoring Services provides any Additional Services.

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

Their firm reference numbers are 310208 and 202737 respectively. 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 motor policy schedule.

Limits of cover

Your cover is subject to limits of cover. 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 start date, renewal date or the date you receive this policy booklet, whichever happens later. We will refund your premium in full unless a driver has made a claim within this period. If a claim has been made during this period no refund will be given.

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

Contact details for notifying a claim

Please see Who to contact.

Complaints

Complaints should be made using the following details for all Sections:

1. Email us at: breakdowncustomercare@rac.co.uk; or
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.

If you are dissatisfied with any other aspect of the services provided to you please contact Brightside Insurance Services Ltd: 0333 005 2352 or by writing to Brightside van 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

RAC Insurance Limited (in relation to Section D) are covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, you may be entitled to compensation from the FSCS. This depends on the circumstances of the claim. The cover provided by RAC Breakdown Cover is not covered by the Financial Services Compensation Scheme.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1100 or 0207 741 4100 or by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

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. Any claims made during the first 24 hours of joining or upgrading will be limited to Roadside only.

Your motor policy schedule will show which level of cover applies to you.

Each driver must comply with the applicable terms and conditions under this RAC Breakdown Cover to receive cover. Any failure of a driver to do so may impact on your rights under this RAC Breakdown Cover, including whether you can make a claim.

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Additional Services	Arranging additional services	The driver will need to pay for any additional services
Roadside	<p>Roadside assistance if you have broken down in the United Kingdom, Guernsey, Jersey, the Isle of Man and the Republic of Ireland.</p> <p>Transportation of the vehicle and transportation of you and up to 7 passengers to a single destination of your choice within the territory and up to 10 miles from the breakdown.</p>	<p>We will not cover the cost of any parts.</p> <p>The fitting of any parts you have already purchased from a third party.</p> <p>Any breakdown within a 1/4 of a mile of your home as measured by us.</p> <p>Limit of cover: We will only provide cover up to five call outs per vehicle. If the number of call outs is reached, we will not provide any further service under RAC Breakdown Cover including under other Sections of this Policy.</p> <p>A breakdown caused by a fault that we have previously provided breakdown assistance for if we advised you that the repair was temporary and further repairs were required.</p> <p>Any service or benefits relating to a breakdown if the breakdown has been reported to us under a different agreement, even if the services under this agreement are more extensive than the agreement the breakdown was reported under.</p> <p>If the vehicle is not carrying a serviceable spare tyre, we may attempt a temporary repair. If we are unable to repair the vehicle we will provide a recovery of up to 10 miles.</p> <p>We will not repair or replace glass.</p> <p>Attendance following a road traffic accident, fire, flood, theft, act of vandalism or other incident covered by a policy of motor insurance.</p> <p>Any vehicle that does not meet the specifications set out in the definitions or is used for business.</p> <p>We will not cover any claim made under this Section for a breakdown that occurred prior to the start date.</p>

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Recovery	<p>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.</p> <p>If the driver lives in Northern Ireland, recovery to the driver's home if the driver breaks down in the Republic of Ireland.</p>	<p>No cover for breakdown within a 1/4 of a mile of the driver's home.</p> <p>We will not provide Recovery to more than one destination.</p> <p>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.</p>
At Home	<p>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).</p> <p>Transportation of the vehicle, the driver and up to 7 passengers, up to 10 miles.</p>	<p>We will not provide a tow of more than 10 miles.</p>
Onward Travel	<p>If we attend a breakdown under Roadside and we are unable to repair the vehicle, we can arrange and pay for replacement car hire for up to two days whilst the vehicle is being fixed or reimburse you or the driver for:</p> <ul style="list-style-type: none"> i. alternative transport costs; or ii. hotel accommodation for the driver and up to 7 passengers. 	<p>Replacement Car Hire - We will not provide specially adapted vehicles or any vehicle other than the equivalent of a small hatchback.</p> <p>The driver must comply with the terms and conditions of the hire company which includes but are not limited to age and licence restrictions.</p> <p>Alternative Transport - We will not cover transport costs over £150 per person or over £500 for all persons.</p> <p>Hotel Accommodation - We will not cover accommodation costs for more than one night or over £150 per person or over £500 for all persons.</p>

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.

You will receive a motor policy schedule for each vehicle. This should be kept in the vehicle to ensure we are able to provide the services.

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, please contact Brightside Insurance Services Ltd to request a replacement.

This policy booklet 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 schedule) 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 the **vehicle** which is identified on **your motor policy schedule** and which is being driven by any **driver** with a full, valid driving licence during the **period of cover**. **You** and each **driver** must comply with the applicable terms and conditions under **RAC Breakdown Cover**. Any failure 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 **vehicle** 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** for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0334) and proof of payment.

For reimbursement of payments made by **you** 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** 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 motor policy schedule**.

Limits of cover

The cover under this **RAC Breakdown Cover** is subject to a limit of five **claims** that can be made under this **RAC Breakdown Cover** during each **period of cover**.

1. One **call out** will be any attendance by an **RAC patrol** or **RAC contractor** to a **vehicle** as a result of a call to the **RAC** under **RAC Breakdown Cover**.
2. The limits will apply to all **claims** made by **you** and the **drivers** driving a registered **vehicle**.

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. Provide services where the number of **call outs** that can be made under **your RAC Breakdown Cover** in a **period of cover** has been exceeded;
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 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 accident**, 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:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3.0 metres (9ft 8in)

claim / call out:

means any request for service or benefit or for cover under **RAC Breakdown Cover**.

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 a resident in the **territory**.

emergency service:

means the police, fire, emergency medical service, the army or the highways agency traffic officer service.

end date:

means the date that this **RAC Breakdown Cover** policy expires as shown on the **motor policy schedule**.

home:

means the address in the **territory** where **you** permanently live.

modified vehicle:

means any **vehicle** that has been modified from the manufacturer's specifications.

motor policy schedule:

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.

period of cover:

means the period from the **start date** to the **end date** (as shown on the **motor policy schedule**).

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) at the current rate.

RAC / we / us / our:

means RAC Motoring Services [and the Additional services] and RAC Insurance Limited in respect of Section D and each of its authorised agents.

RAC Breakdown Cover:

means this RAC Breakdown Cover policy that is subject to the terms and conditions in this policy booklet.

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**.

road traffic accident:

means a traffic accident involving a **vehicle** within 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.

start date:

means the date that this **RAC Breakdown Cover** policy begins as shown on the **motor policy schedule**.

territory:

means the England, Scotland, wales, Northern Ireland, Jersey, Guernsey and the Isle of Man.

vehicle:

means the vehicle shown on **your** on your **motor policy schedule** that is registered in the UK and complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3 metres (9ft 8in)

Motorcycles under 121cc and mobility scooters are not covered under **RAC Breakdown Cover**.

you / your:

means the person shown on the **motor policy schedule** and that is permanently resident in the **territory**.

SECTION A. Roadside

RAC Breakdown Cover includes cover for Roadside subject to the terms and conditions below. The number of **claims** which **you** can make during the **period of cover** is shown under Limits of cover.

What is covered

If a **vehicle** has **broken down** in the **territory** or the Republic of Ireland during the **period of cover** and more than 1/4 mile from **your 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
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 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 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; or
2. If the **driver** chooses 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 Who to contact.

What is not covered

1. Any **breakdown** over the **call out** limit as shown under Limits of cover;
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. 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. **We** will not fit any parts (including batteries) 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**;
4. Any **Breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a. **we** consider acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than the **RAC**; or
 - b. **we** advised any member or 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.

SECTION B. Recovery

Please refer to **your motor policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery as set out in this Section B. The number of **claims** which **you** can make during the **period of cover** is shown under Limits of cover.

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 destination within the **territory** chosen by the **driver**. If more than five people require transportation, **we** may need to provide transport in separate vehicles.

Where your **home** is in Northern Ireland, under this Section B, any **breakdown** cover will include the Republic of Ireland. The **vehicle**, the **driver** and up to 7 passengers are entitled to be recovered from the Republic of Ireland to **your home** in Northern Ireland or a single destination chosen by the **driver** where the distance is less than to **your home**.

We may also provide at **our** discretion a recovery service if the **driver** becomes ill during a journey in the **territory** and the passengers are unable to 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 including a second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions;
3. 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**;
4. 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, including faulty battery, has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised the **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;

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

SECTION C. At Home

Please refer to **your motor policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home as set out in this Section C. The number of **claims** which **you** can make during the **period of cover** is shown under Limits of cover.

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. The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section C. If the **RAC patrol** or **RAC contractor** has the required parts, the **driver** can purchase the relevant parts from **us** for an additional charge. The part must be paid for in full at the time of the breakdown and before the repair commences. **We** will not fit 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**;
3. 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 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.

SECTION D. Onward Travel

Please refer to **your motor policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel as set out in this Section D. The number of **claims** which **you** can make during the **period of cover** is shown under Limits of cover.

What is covered

Onward Travel applies 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**, **we** are unable to repair the **vehicle** in accordance with the cover under Section A or C. **We** will provide the **driver** with one of the following benefits:

1. Replacement car hire; or
2. Alternative transport costs; or
3. Hotel accommodation.

What is not covered

Any assistance as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:

1. **We** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
2. **We** advised the **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.

Replacement car hire

What is covered

We will (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of two consecutive days or until the **vehicle** has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback; and
 - b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If **you** do not comply with the terms and conditions of the hire company used by **us** and **you** agree with **us** to arrange a replacement hire car with another hire car supplier, **we** will reimburse **you** up to £35 per day up to a maximum of two consecutive days or until the **vehicle** has been repaired, whichever is sooner for the cost of the replacement car hire arranged by **you**.

What is not covered

1. Any replacement car hire arranged by **us** where the **driver** of the replacement car does not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the **driver** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;
2. Any replacement car hire arranged by the **driver** that has not been agreed with **us** prior to the **driver** making the arrangements or any request that is not made on the same day as the **breakdown** occurred;
3. **We** will not cover the cost of:
 - a. Delivery and collecting of the hire car vehicle including any fuel used during delivery and collection;
 - b. Any fuel used while the hire car is with a **driver**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions;
 - c. Any insurance excess payable under any insurance for the replacement car;
4. **We** will not supply:
 - a. Any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. Replacement cars with a tow bar; or
 - c. Specially adapted vehicles.

Alternative transport

What is covered

We will arrange rail, air or other public transport for the **driver** and up to seven passengers of the **broken down vehicle** to reach the intended end of the journey within the **territory** and reimburse **you** for the costs of such transport up to £150 per person or £500 for all persons, whichever is less, the **driver** will have to pay for any additional transport costs.

Hotel accommodation

What is covered

We will arrange one night's bed and breakfast accommodation for the driver and up to seven passengers of the **broken down vehicle** in a hotel of **our** choice and reimburse **you** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less the driver will have to pay for any additional hotel costs.

Assistance in a medical emergency

What is covered

If during a journey in the **territory** the **driver** or a passenger of a **vehicle** becomes ill and is taken to a doctor's surgery or hospital without the journey being completed, **we** will:

1. Arrange for one night's bed and breakfast accommodation for the driver and up to seven passengers of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of **our** choice and reimburse **you** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs; and
2. Arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

What is not covered

Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.

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. Any **claim** for a reimbursement of payments made must be accompanied by proof that such payment has been made before **we** will reimburse **you**, for example a receipt or invoice relating to the payment;
2. The **vehicle** must be registered at **your home**;
3. 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**;
4. 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;
5. 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;
6. **We** will attend a **breakdown** at the **drivers** request in good faith. By making a request for service under the terms of this **RAC Breakdown Cover** **you** or the **driver** confirm that the **driver** and **your vehicle** comply with all legal requirements;
7. Each **driver** must be authorised by **you** to be driving the **vehicle** and be a permanent resident in the **territory**. If not, **we** will not be able to provide any service related to the **breakdown**; and
8. The **driver** must be able to prove the **vehicle's** eligibility by producing the valid **motor policy schedule** applicable to the **vehicle** **they** are driving;

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**.

General exclusions

The following exclusions apply to all of the sections of this **RAC Breakdown Cover**. **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. Attendance following a **road traffic accident** in the **territory**. If a **driver** has had a **road traffic accident** in the **territory** and would like **us** to recover the **vehicle** **we** may be able to assist for an additional charge;
3. 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 charge;
4. Assistance in a medical emergency;
5. Any **vehicle** that is already at a garage or other place of repair;
6. Servicing or assembly of a **vehicle**;
7. **Vehicles** which have **broken down** as a result mis-fuelling. **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;
8. **Vehicles** which have **broken down** on land to which a **driver** or **we** do not have permission to access;
9. **Vehicles** which have **broken down** as a result of 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;
10. **Vehicles** being demonstrated or delivered under trade plates;
11. 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 charge;
12. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
13. 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 charge; All cost of such services will be payable in advance direct to the **RAC**, **RAC patrol** or **RAC contractor**;
14. Transportation of any horses or livestock;
15. 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**;
16. 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 to or replacement 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. 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 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**;
17. **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);
18. **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;

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

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.

Renewal of RAC Breakdown Cover

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

RAC Breakdown Cover cancellation

Your right to cancel

You are entitled to cancel **RAC Breakdown Cover** within the first 14 days following the **start date** or the date **you** receive this policy documents, whichever happens later. If you exercise your right to cancel, **RAC Breakdown Cover** will be cancelled with immediate effect. We will refund your **premium** in full to Brightside Insurance Services Ltd 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 Insurance Services Ltd.

You may cancel **RAC Breakdown Cover** at any time after the 14 day cooling off period referred to above by contacting Brightside Insurance Services Ltd. There will be no refund of **premium** if the policy is cancelled after the cooling off period.

Our right to cancel

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 or Brightside Insurance Services Ltd will notify **you** in writing and **RAC Breakdown Cover** will be cancelled with immediate effect.

Where we cancel **RAC Breakdown Cover** there will be no refund of **premium**.

If **RAC Breakdown Cover** is cancelled for any reason, the **vehicle** will no longer be covered by the **RAC** under **RAC Breakdown Cover**.

Changes to your details

You must notify Brightside Insurance Services Ltd 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 Insurance Services Ltd on the below contact details:

Call Brightside Insurance Services Ltd on: **0333 005 2352**

Write to: Brightside Insurance Services Ltd, **Brightside Park, Aust, BS35 4BL**

If necessary, **you** will be sent a revised **motor policy schedule** reflecting the changes made to **your** details. All communications from the **RAC**, Brightside Insurance Services Ltd or **our** representatives shall be deemed duly sent if sent to **your** last known address.

Changes to RAC Breakdown Cover terms and conditions

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 Brightside Insurance Services Ltd. **You** will be entitled to a refund of the **premium** paid subject to a deduction for the period from the **start date** to the effective date of cancellation of **RAC Breakdown Cover**. This will be calculated (daily) on a pro-rata basis.

General enquiries

For general enquiries about **RAC Breakdown Cover**, including changes to the cover under **RAC Breakdown Cover** and renewals please call Brightside Insurance Services Ltd on **0333 005 2352**

or Write to: Brightside Insurance Services Ltd, **Brightside Park, Aust, BS35 4BL**.

If **you** contact Brightside Insurance Services Ltd in writing please provide **your** full name, contact telephone number, **RAC Breakdown Cover** number and, where applicable, the **vehicle** registration number. Please be prepared to provide the same information if **you** call.

If **you** have any problems reading this policy booklet **you** can contact Brightside Insurance Services Ltd on **0333 005 2352** for a large font or Braille version.

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:

1. Email us at: **breakdowncustomercare@rac.co.uk**; or
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.

If **you** contact **us** in writing, by calling **us** or by email please provide **your** full name, contact telephone number, **RAC Breakdown Cover** number and the **vehicle** registration number.

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

If **you** are dissatisfied with any other aspect of the services provided to **you** please contact Brightside Insurance Services Ltd.

Call Brightside Insurance Services Ltd on: **0333 005 2352**, or;

Write to: Brightside Insurance Services Ltd, **Brightside Park, Aust, BS35 4BL**.

Financial Ombudsman Service

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

The Financial Ombudsman Service, Exchange Tower, London E14 9SR; or

Telephone: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile); or

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.

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Section D) are covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, **you** may be entitled to compensation from the FSCS. This depends on the circumstances of the **claim**.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1100 or 0207 741 4100 or by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

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

Your data

Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data **you** and/or Brightside supplies to **us** is RAC Motoring Services (RACMS). This enables Brightside to provide **you** with a quotation, for **you** and **us** to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit, and for administering the **RAC Breakdown Cover**.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. **You** can contact the Data Protection Officer for RACMS by **emailing dpo@rac.co.uk** or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains **your** personal data from Brightside when Brightside provides RACMS for the purposes set out below. RACMS also obtains **your** personal data when **you** contact **us** directly in relation to **your RAC Breakdown Cover**. Please be aware that **we** may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that **we** obtain about **you** are:

- name;
- policy number;
- **vehicle** registration number;
- **vehicle** manufacturer;
- **vehicle** model;
- DVLA date of **vehicle** first registration;
- contact details;
- **vehicle** location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that **you** provide **us** from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate interests in order to:

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your RAC Breakdown Cover**; and
- contact **you** to provide **you** with the services that form part of **your RAC Breakdown Cover**

In most cases, processing the above information is necessary for the performance of a contract to which **you** are party or in order to produce a quotation at **your** request prior to entering into a contract. **We** may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of our legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use **your** personal data to make automated decisions to calculate, evaluate or predict the performance of **your RAC Breakdown Cover**. If **you** have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if **you** do not provide **your** personal data, **we** will be unable to provide **you** with the **RAC Breakdown Cover** **you** are requesting, as well as services related to administering **your RAC Breakdown Cover**.

RACMS will share the personal data **you** provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose **your** personal data to our service providers and agents for these purposes.

RACGC retains **your** personal data for so long as is necessary for **us** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data 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. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When **you** give **us** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

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.

You have a number of rights in relation to **your** personal information that **you** can choose to exercise at any time. This includes **your** right to:

- access information **we** process about **you** to obtain a copy of the data as well as receive supplementary information;
- object to **us** using particular information or using it in a particular way. **You** can let **us** know that **you** object to it and **we** will consider whether **your** request can be granted;
- rectify inaccurate information, which in most cases **you** can do this simply by getting in touch with Brightside;
- erase **your** data if **we** no longer have a legitimate basis for processing it;
- port data to another data controller or to **you** in a structured, commonly used and machine readable format.

We have provided a basic overview of those rights above, but if **you** would like to find out more or exercise any of these rights **you** can contact the RAC Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above **you** have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require **you** to have approached RACMS first to try to resolve the matter.

† If **you** would like a list of all RAC group companies, please write to or email the Data Protection Officer.

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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