

**RAC Breakdown Cover
Policy Booklet
Private Car**

Terms and conditions

Please read and keep for your records

RAC

Contact information

	Telephone	In Writing
Breakdown	0333 202 1867	
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	+33 472 43 52 55 0800 290 112 1 800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests From the UK From Europe	0330 159 0337 +44 161 332 1040	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Customer Services	0330 024 4774	Insure 2 Drive Insurance Freepost Licence Number RTLH-EZTE-TYXB St James House, 27 - 34 Eastern Road Romford RM1 3NHH Customer.services@insure2drive.co.uk
Hearing assistance	Telephone prefix 18001 to access Typeta k or text us on 07855 828282	

Telephone charges

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

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

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

If the vehicle breaks down, please provide us with

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

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

Remember

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

Breakdown or involved in a road traffic collision on a motorway in France or Mainland Europe

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

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

Contents

Contact information	2
Your terms and conditions	4
Definitions	4
Important information about your RAC Breakdown Cover	4
Your cover	5
Section A. Roadside	5
Section B. At Home	5
Section C. Recovery	6
Section D. Onward Travel	6
Section E. European Motoring Assistance	6
General conditions	8
Additional benefits	9
Cancellation of your RAC Breakdown Cover	9
Misuse of RAC Breakdown Cover	10
Renewal of RAC Breakdown Cover	10
Changes to your details	10
Complaints	10
Financial Ombudsman Service	11
Financial Services Compensation Scheme	11
Your data	11

Your terms and conditions

Definitions

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

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

“breakdown”/“breaks down”/“broken-down” means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **driver**, or any key related issue other than keys locked in the **vehicle**;

“caravan”/“trailer” means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7 metres long; (c) 2.55 metres wide; and (d) 3 metres high;

“claim” means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

“driver”/“their”/“they” means **you** or any driver of the **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

“end date” means the date that his **RAC Breakdown Cover** expires as shown on **your policy schedule**;

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

“home” means, in respect of an individual, the address **you** reside at in the **UK** and, in respect of a business the registered/trading address in the **UK**, as shown on **your policy schedule**;

“Insure 2 Drive Insurance” means Insure 2 Drive Insurance a trading name of Sabre Insurance 150 South Street, Dorking Surrey RH4 2YY who arrange and administer this **RAC Breakdown Cover**;

“market value” means the market value in the **UK**, as reasonably determined by **us** in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon one of the equivalent age, make, recorded mileage and other;

“minibus” means any **UK** registered vehicle which is constructed or adapted to carry more than 8 but no more than 16 **passengers** in addition to the **driver** and that complies with the following specifications which are less than (a) 3.5 tonnes; (b) 2.55 metres wide; and (c) 3 metres high;

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

“planned departure date” means the date when **you** intend to begin **your trip**. We may ask for proof of this;

“policy period” means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your policy schedule**;

“policy schedule” means the document entitled “policy schedule” containing important details about this **RAC Breakdown Cover** and levels of cover;

“policy year” means the **policy period**, from the **start date**;

“RAC”/“we”/“us”/“our”

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

“RAC Breakdown Cover” means this RAC Breakdown policy that is subject to the terms and conditions together with the **policy schedule**;

“reimburse”/“reimbursement” means reimbursement by **us** under the reimbursement process;

“road traffic collision” means a traffic collision that immobilises the **vehicle**;

“specialist equipment” means resource or equipment that is not normally required by **us** to complete a repair or recovery, for example a crane, tractor or winching and specialist lifting equipment;

“start date” means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your policy schedule**;

“trip” means a journey to **Europe** which begins and ends on return from **home** during the **policy period**;

“UK” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man;

“vehicle” means the **UK** registered vehicle as shown on **your policy schedule**, which is owned, contract hired or leased by **you** and that complies with the following specifications:

1. it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 6.4 metres long including a tow bar; and (c) 2.55 metres wide; or
2. for Section E it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 7 metres long including a tow bar; and (c) 2.55 metres wide;
3. it is not a motorcycle or a mobility scooter

“you”/“your” means the person, as shown on **your policy schedule** taking out the **RAC Breakdown Cover** and that in respect of an individual resident in the **UK** or, in respect of a business, has its registered office/trading address in the **UK**.

Important information about your RAC Breakdown Cover

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

• Some sections of cover are optional. The ones **you** have chosen are listed on **your policy schedule**. Please make sure this is correct.

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

• All requests for service must be made directly to **us**.

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts - depending on the type of cover:
 - a) RAC Motoring Services provides cover under Sections A, B and C; and
 - a) RAC Insurance Limited provides insurance for all other Sections.

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

2. A **policy schedule**- detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **policy schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Insure 2 Drive Insurance** following purchase.

Policy type

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

Policy year

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

Limits of cover

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

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

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from **us**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0330 159 0337.

Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

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

Hire car terms

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

Covered

1. In the **UK**, **we** will arrange and pay for the hire cost of a replacement car for up to 3 consecutive days or until the **vehicle** has been repaired if sooner. Any replacement vehicle will be limited to a small hatchback;
2. In **Europe**, **we** will arrange and pay for the hire cost of a replacement car for up to 14 consecutive days or until the **vehicle** has been repaired if sooner. Any replacement vehicle will be limited to a small hatchback;
3. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **us** know before **you** hire a car, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
4. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

Not covered

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

Your cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

Covered

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

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;
3. If **we** recover the **vehicle** to a garage, **we** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

Not covered

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

Section B. At Home

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

Covered

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

Not covered

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

Section C. Recovery

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

Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside) or Section B (At Home), **we** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, from the **breakdown** location to a single destination chosen by the **driver** within the **UK**. For long distances **we** may use more than one recovery vehicle.

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

Not covered

1. Please see the "Not covered" part of Section A (Roadside), which also applies here;
2. Any **claims** due to:
 - a) tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut key; or
 - b) any key related **claim**; or
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

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

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

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

1. Hire car

Covered

Please see Hire car terms.

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

2. Alternative transport

Covered

If the **driver** would prefer to continue the journey by air, rail, taxi or public transport, **we** will **reimburse you** for a standard class ticket up to £150 per **passenger** or £500 for all **passengers**, whichever is less.

3. Overnight accommodation

Covered

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

4. Assistance in a medical emergency

Covered

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

1. book one night's bed and breakfast accommodation for the **driver** and **passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse you** up to £150 per **passenger** or £500 for all **passengers**; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

Not covered

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

Section E. European Motoring Assistance

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

Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per **claim** and 3 **claims** per **policy year**, limited to 1 **claim** per **trip** and is subject to the further limits of cover in respect of each type of cover. Each **trip** is limited to a maximum of 90 days.

Section E1: Onward travel in the UK

Covered

If **we** attend a **breakdown** under Section A (or C) and cannot fix the **vehicle** by **your planned departure date** and **you** are within 24 hours of **your planned departure date** **we** will arrange a hire car for the continuation of **your trip** for up to 14 consecutive days or until the **vehicle** had been fixed if sooner and one person will be transported to the nearest hire car supplier to collect the vehicle.

Not covered

Requests following a **road traffic collision**.

Section E2: Roadside assistance in Europe

Covered

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

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will:
 - a) recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
 - b) pay for the initial fault diagnosis to find the next course of action;
 - c) contribute towards the garage labour charges up to £175 when the **vehicle** can be repaired on the same day;
 - d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and

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

Not covered

1. Repair costs, including garage labour charges:
 - a) If the **breakdown** was due to mis-fuelling or a flat tyre. **You** are also not covered for any benefits under any other section of this **RAC Breakdown Cover**;
 - b) if the **vehicle** was in a **road traffic collision**; or
 - c) if the **vehicle** repair costs will be more than its **market value**;
2. Any liability if damage is caused to the **vehicle** whilst attempting to get keys, which have been locked in the **vehicle**, out. **You** are also not covered for any benefits under any other section of this **RAC Breakdown Cover**; or
3. The costs of any parts.

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

Section E3: Onward travel in Europe

Covered

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

1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

Covered

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

2. Additional accommodation expenses

Covered

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all **passengers**.

Not covered

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

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

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

Getting your passengers home

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

1. The **vehicle** is brought back home under Section E4; or
2. Once we establish that the repair costs to the **vehicle** exceed its **market value** under Section E4.

Section E4: Getting your vehicle home

Covered

If we attend a **breakdown** or **road traffic collision** in **Europe** under Section E2 and the **vehicle** cannot be repaired before the **drivers** planned return to the **UK**, we will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of the **drivers** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once we have brought the **passengers home** under Section E3 until the **vehicle** is brought back to the **UK**, up to 3 consecutive days in total;

We will take the **passengers** in the **vehicle home** under Section E3 (Onward Travel in Europe).

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

Not covered

1. Any costs:
 - a) if the **vehicle** is **beyond economical repair**;
 - b) covered under **your** motor insurance;
 - c) relating to storage once **you** have been notified that the **vehicle** is ready to collect; and
 - d) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
2. We will not take the **vehicle back home** if:
 - a) the **vehicle** is roadworthy; or
 - b) a customs officer or other official finds any contents in the **vehicle** that are not legal in that country;
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. We will not cover the costs of fuel, insurance or meals; or
5. We will only cover costs under this section up to the **market value**, so if **you** want **us** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above this amount before we make arrangements.

Important

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

Section E5: Vehicle break-in emergency repairs

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

Covered

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

1. immediate emergency costs incurred in order to continue the **trip**; or
2. the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

Not covered

1. The cost of any parts; or
2. Any benefits under any other section of his **RAC Breakdown Cover**.

Section E6: Replacement driver

Covered

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

Not covered

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

General conditions for Section E

1. **We** will not cover any **claim** for any repairs to a **vehicle** which are not essential in order to continue the **trip**;
2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **trip**;
4. How the exchange rate is calculated:
 - a) Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
 - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit provider; or
 - ii. at the exchange rate used by **us** when **your** claim form is received if **you** paid in cash;
5. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, **we** will always try to find a suitable option that is available at the time, however:
 - a) **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst reputable companies are used, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
6. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your vehicle home);
7. If the **breakdown** or is involved in a road traffic collision is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;
8. This **RAC Breakdown Cover** does not cover:
 - a) **vehicle** storage charges, other than under Section E4;
 - b) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - c) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling; or
 - d) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General conditions

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

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **driver** must be with the **vehicle** when **we** attend.
7. **We** will not be responsible for any loss of or damage to the contents of the **vehicle**.
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat, where required.
11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes or any other event, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a) ferry charges for the **vehicle** and **our** vehicle;
 - b) spare tyres and wheels and repairing or sourcing them; or

- c) recovery by someone other than **us** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under his **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.
17. This **RAC Breakdown Cover** does not cover:
- routine servicing, maintenance or assembly of the **vehicle**;
 - caravan or trailers**;
 - use of the **vehicle** for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
 - breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which the **driver** or **we** have no legal access;
 - the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
 - any **claim** that is or may be affected by the influence of alcohol or drugs;
 - any **breakdown** that is caused by or as a result of **vehicle** theft or fire;
 - vehicle** storage charges. If the **vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening; or
 - any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.
18. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Additional benefits

The following are provided at no additional charge:

Driver-induced faults

If a **vehicle** cannot be driven for any reason other than a **breakdown**, for example if the **vehicle** has broken or cracked glass, the **vehicle** keys are broken or lost or there has been a **driver**-induced fault, **we** will send help to the **vehicle**. If **we** cannot get the **vehicle** going again, **we** will recover the **vehicle** and **passengers** up to 10 miles. Any **specialist equipment** required by **us** to repair or arrange recovery of the **vehicle** will be chargeable. This service is discretionary and **we** will decide whether or not to provide this service.

Caravan and trailers

If a **caravan** or **trailer breaks down** within the **UK**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair. **We** will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer breaks down**. However if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it **we** will recover the **caravan** or **trailer** as well.

Service in the Republic of Ireland

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

Urgent message relay

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

Replacement driver

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

Additional services

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

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

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

Cancellation of your RAC Breakdown Cover

Your right to cancel

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

- the **start date**; or
- the date **you** receive **your RAC Breakdown Cover** documents.

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

At any time after the 14 day cooling off period referred to above, **you** may cancel **RAC Breakdown Cover**. Cancellations must be made by contacting **Insure 2 Drive Insurance**. **RAC Breakdown Cover** will be cancelled with immediate effect. **You** will receive a short period refund of premium if no **claims** have been made. If any **claims** have been made then no refund of premium will be given.

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

Our right to cancel

1. If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your policy schedule, Insure 2 Drive Insurance will no longer be bound. All payments must be paid within 28 days of the relevant date, if not your RAC Breakdown Cover may be cancelled; and
2. We may cancel the RAC Breakdown Cover in the event of misuse of this RAC Breakdown Cover and there will be no refund of any premium;

Misuse of RAC Breakdown Cover

Each driver must not:

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

If these conditions are not complied with, we may:

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

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

Renewal of RAC Breakdown Cover

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

Changes to your details

You must let Insure 2 Drive Insurance know immediately if you need to change anything on your RAC Breakdown Cover.

Insure 2 Drive Insurance can be contacted by phone, post, or email. Please see Contact Information.

If you change the vehicle you must contact Insure 2 Drive Insurance to update your details. If you do not, you may not be covered.

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

All communications from Insure 2 Drive Insurance or us shall be deemed duly received if sent to your last known address.

Complaints

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

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0330 024 4774	Insure 2 Drive Insurance Freepost Licence Number RTLH-EZTE-TYXB St James House, 27 - 34 Eastern Road Romford RM1 3NHH customerservices@insure2drive.co.uk

In the event we cannot resolve a complaint raised in respect of Onward Travel or European Motoring Assistance complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or small businesses.

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:	Phone	In writing
	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower Harbour Exchange London E14 9SR

		complaint.info@financial-ombudsman.org.uk
		www.financial-ombudsman.org.uk
The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us .		
Using this complaints procedure will not affect your legal rights.		

Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

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

Law

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

Your data

Data protection statement

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

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

What data will we use?

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

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

How we collect your data

We obtain **your** data from **you** when **you** contact **us** directly. **We** also obtain **your** data from **Insure 2 Drive Insurance** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **Insure 2 Drive Insurance** in relation to his **RAC Breakdown Cover**.

How we use your data

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

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

Your rights

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

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