

## Terms and conditions – excluding Europe

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

### Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

“Accident”	means an Accidental crash immobilising the insured Vehicle.
“Breakdown”	means unforeseen mechanical or electrical failure during the Period of Cover in the United Kingdom which has either immobilised Your Vehicle or made it unsafe to drive.
“Claim”	means a call for assistance under this Policy.
“Home”	means the address where You live in the United Kingdom.
“Period of Cover”	means the duration of Your cover as stated in Your Policy Documents.
“Policy Documents”	means this Policy wording and all associated documentation provided to You by Your insurer on Our behalf.
“Resident of the United Kingdom”	means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.
“Specialist Equipment”	is equipment not carried by RAC patrols or RAC contractors.
“The Party/Your Party”	means the persons including You, travelling with You in the Vehicle.
“United Kingdom/UK”	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
“Vehicle”	means the Vehicle specified in the Fulfilment Material as being eligible to receive services under this Policy.

“We/Our/Us/RAC” means RAC Motoring Services and/or RAC Insurance Limited.

“You/Your” means the person(s) named in the Policy Documents when driving the Vehicle, or any other person driving the Vehicle with the owner’s consent.

## Important information

### Choice of law

The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Telephone recording

For our joint protection, telephone calls may be recorded and/or monitored.

## What to do if You Breakdown

If You are unfortunate enough to Breakdown, please follow these simple steps.

1. Call the appropriate number stated in the table below.
2. Have to hand Your cover number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK	0800 316 7816 *	(freephone)
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\*Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

## Services provided

### Service in the UK

Cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.

### Roadside

If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the Roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the Roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

1. Breakdowns which would be prevented by routine servicing of Your Vehicle
2. any labour other than that incurred at the Roadside
3. replacing tyres or windows
4. missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
5. the cost of ferry crossings, road toll and congestion charges
6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates
7. Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
8. Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
9. contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
10. the cost of parts, fuel or other supplies
11. any Vehicle storage charges incurred when You are using Our services
12. labour at any garage to which the Vehicle is taken

13. Breakdown caused by or following an Accident, fire, theft or act of vandalism.  
If You call Us for assistance following such an incident You will be liable to pay Us for removal (Subject to the terms of Your insurance Policy, You can then reclaim these costs through Your insurance)
14. the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
15. any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved
16. any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

### **Recovery**

Recovery has the same terms and conditions as Roadside but with the following variations.

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Recovery does not cover:

1. any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy
2. the use of Recovery as a way to avoid paying repair costs
3. a second Recovery if We consider that the original fault of a first Recovery has not been properly repaired

### **At Home**

At Home has the same terms and conditions as Roadside but with the following variations.

At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

At Home does not cover:

1. the rectifying of failed or attempted repairs
2. the reimbursement of taxi fares

### **Onward Travel**

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally.

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within 1/4 mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

### **Replacement car hire**

We will pay for:

1. up to two days hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc for the duration of the repairs to the Vehicle in accordance with Your Onward Travel entitlement, for one incident
2. insurance (including collision damage waiver).

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. age limits
2. the need to have a current driving licence, and, if held, a driving licence photo card, with You
3. limits on acceptable endorsements
4. the need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken-down Vehicle.

If We decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

### **Alternative transport**

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

### **Hotel accommodation**

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice. We will pay up to £150 a person or £500 for each Party whichever is less. You will have to pay for any extra hotel or transport costs.

### **Special medical assistance**

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered.

1. A second use of the Onward Travel benefits if the original fault has not been properly repaired.
2. Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the Vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
3. If You require a second or any other type of Vehicle We will try to arrange this for You. You will have to pay for any additional costs.
4. If You are unfortunate enough to have an incident with the hire Vehicle and You make an insurance claim, You will be responsible for paying any excess.
5. Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.

## **General conditions**

### **Credit card details**

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled "Policy Description". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

### **Motorcycles**

The Policy covers motorcycles on the same basis as other eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

### **Caravans and trailers**

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired.

#### **Unforeseeable losses or events**

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under Your Policy.

#### **Taxi bookings**

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

#### **Service providers**

The garages, Breakdown/Recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the Policy by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

#### **Vehicle condition**

Your Vehicle must be roadworthy and in good mechanical condition when You apply for cover and You must keep it in that condition.

#### **Fraud**

If any Claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.

### **General exclusions**

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

1. costs for anything which was not caused by the incident You are claiming for
2. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent

or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit.

For example, Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off-road rally will not be covered

3. the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description"
4. loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a Vehicle hired under the terms of Your Policy
6. routine servicing of Your Vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred. Note: Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk
7. any claim caused directly or indirectly by:
  - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer
9. any Claim as a result of Vehicle Breakdown due to:
  - a) running out of oil or water
  - b) frost damage
  - c) rust or corrosion
  - d) tyres which are not roadworthy
  - e) using the incorrect fuel.
10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
12. any Claim which You have made successfully under any other Policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions
13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake
14. any period outside Your Period of Cover
15. any Vehicle other than a car, motorcycle 49cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
  - b) maximum overall dimensions of length 5.5 metres, height 3 metres, width 2.25 metres (all including any load carried)



The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

16. any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the DVLA in Swansea or Northern Ireland
17. any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification
18. Your Vehicle if it is unattended
19. any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility
20. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
21. Any costs which are not directly covered by the terms and conditions of this Policy

### **Battery related faults**

For battery related faults Your Policy entitlements are as follows:

- RAC's initial attendance for a battery related fault is included in Your Policy's entitlement.
- The fitting of any parts or batteries purchased by You prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.

If We do not receive the payment within 14 days of the invoice date Your Policy will be cancelled without refund

## Your right to cancel

1. You are entitled to cancel Your Policy up to 14 days following the commencement (or renewal) date of cover, or the date You receive Your policy documentation, whichever happens later.
2. If You have not made a claim within the first 14 days We will refund the cost of Your Policy.
3. If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
4. If You cancel the Policy after 14 days, no refund or credit will be applied.
5. If You do not pay for Your premium promptly, We will cancel Your Policy.
6. Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
7. To cancel Your Policy please contact Your Insurer.

## Caring for our customers

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. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within 5 working days, along with a leaflet outlining Our complaints procedures and any rights You may have to refer the matter to the Financial Ombudsman Service.

Please quote Your full name, membership or Policy number and where applicable Your Vehicle registration in any communication.

Should you have cause for complaint about any aspect of the policy sale and administration, please contact:

Insure2drive  
FREEPOST Licence Number RSSG-YTLS-RCLR  
Unit 3  
Redwing Court Business Centre  
Ashton Road  
Romford  
RM3 8QQ

If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.



Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You are dissatisfied with any other aspect of RAC's services, please contact Us at the following address: Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, BS32 4ZZ. Alternatively email [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk)

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation in the unlikely event that RAC Insurance Limited and RAC Motoring Services (for insurance mediation purposes only) are unable to meet their obligations to You as a policyholder, depending on the type of insurance and circumstances of any Claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the Claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Act – information uses

### Data Protection Notice

For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is Insure2drive

Insure2drive or its agents may use the information provided to inform you by post, telephone, SMS or e-mail of other products and services offered

Please tick this box if you do not wish to receive this material from us [ ] or from our agents [ ].

You have the right to ask for a copy of your information held on our records. A small administration fee is required for providing this service.

Please write to:

Insure2drive  
FREEPOST Licence Number RSSG-YTLS-RCLR  
Unit 3  
Redwing Court Business Centre  
Ashton Road  
Romford  
RM3 8QQ

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office: 8 Surrey Street, Norwich NR1 3NG) and/or RAC Insurance Limited (Registered in England No: 2355834, Registered Office: as above). RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Services Authority. Both companies are subsidiaries of Aviva plc.

**RAC to the rescue.**