

BDAssistance Provided by RAC

Contents

Page

- 2 Who to contact
- 3 Checklist
- 3 Breakdown on a motorway in Europe
- 4 Information about BD Assistance
- 5 Summary of cover
- 11 Your terms and conditions
- 12 Definition of words
- 14 Your cover
- 14 Roadside
- 15 Recovery
- 16 At Home
- 17 Onward Travel
- 20 European Motoring Assistance
- 30 General exclusions
- 32 General conditions
- 33 BD Assistance cancellation
- 33 Changes to your details
- 33 Changes to BD Assistance terms and conditions
- 34 General enquiries
- 34 Complaints
- 35 Your data

Who to contact

These are all of the numbers that **you** and/or a **driver** will need in the event that the **vehicle** has **broken down** or **you** and/or a **driver** need to make any other claim under **BD Assistance**.

Broken down in the UK

Local Rate (from a mobile)

0333 202 3072

Road traffic accidents in the UK are not covered under BD Assistance. In the event of a road traffic accident in the UK, please contact **your** broker or motor insurer.

Broken down or had an accident in France and Monaco

Freephone **0800 290 112**

Pay call (from a mobile) **00 33 472 43 52 55**

Broken down or had an accident in Europe* Calling from Europe (from a landline)

00 33 472 43 52 55

Calling from Republic of Ireland (ROI) 1800 535 005

*(Please replace the oo at the beginning with 810 when in Belarus or Russia)

European Motoring Assistance (Section E) To request a claim form 0800 107 5861

Email: breakdowncustomercare@rac.co.uk For repatriation gueries

0330 159 0342

Or write to: Breakdown Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS324QN

Customers with hearing difficulties

Customers with hearing difficulties can contact RAC using a Text Phone and prefix the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on 07855 828282. These services are not available on numbers dialled from outside of the United Kingdom however the UK BD Assistance number can be used to report a European breakdown should Typetalk facilities be required.

Checklist

Certain information is required when calling to make a *claim*.

- 1. The **driver's** name
- 2. The **vehicle** registration number
- 3. Policy number
- 4. The make and model of the **vehicle**
- 5. The exact location of the **vehicle**
- 6. The *driver's* contact number
- 7. The nature of the fault

Remember

- Please call us back if the vehicle gets going before the RAC patrol, service provider or RAC contractor arrives
- Only accept help from the RAC patrol, service provider or RAC contractor that has been sent to assist the vehicle by us
- 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

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

Breakdown on a motorway in Europe

If the **vehicle** experiences a **break down** or is in a **road traffic accident** on a motor way in **Europe we** advise the use of the roadside emergency telephones. This will connect to the police or authorised motor way services who will send a **breakdown** recovery **vehicle**. If **they** will not send a **breakdown** recovery **vehicle**, then contact **us**.

Motorways in France are privately managed, so in the event of a **break down** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones as **we** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. **We** will cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact **us** as soon as possible and, if the **vehicle** has not been repaired, **we** will arrange for ongoing cover under **BD Assistance**.



Information about BD Assistance

BD Assistance

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

This **BD** Assistance provides cover solely in respect of the **vehicle** identified on the **confirmation document** and cannot be transferred to cover any other **vehicle**.

Who provides BD Assistance

BD Assistance is provided by **RAC** Motoring Services and **RAC** Insurance Limited as follows:

RAC Motoring Services provides the cover except for Onward Travel and European Motoring Assistance 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. **RAC** Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation 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**.

Period of cover

BD Assistance is valid for the **period of cover** as stated on **your confirmation document**.

Limits of cover

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

Cancellation of BD Assistance

You can cancel **BD** Assistance within the first 14 days following the **effective date**, renewal date or the date **you** receive this policy booklet,

whichever happens later. **We** will refund **your premium** in full unless **you** or a **driver** has made a **claim** within this period. If a **claim** has been made during this period no refund will be given.

There will be no refund if **you** cancel **BD Assistance** after this 14 day period.

Contact details for notifying a claim

Please see page 2.

Complaints

Complaints should be made using the following details for all Sections

- 1. Email us at: breakdowncustomercare@rac.co.uk
- 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 **your** insurance broker.

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 **RAC** Motoring Services, **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 is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations, **you** may be entitled to compensation from the FSCS.

Summary of cover

The following table is a summary of the cover and benefits available as well as the significant and unusual exclusions or limitations. For Section A assistance **we** cover any **claim** that occurs within the first 24 hours of **your** cover, but for all other services there is no cover provided within the first 24 hours of **your** cover.

You and each *driver* must comply with the applicable terms and conditions under this *BD Assistance* to receive cover. Any failure of *you* or a *driver* to do so may impact on *your* rights under this *BD Assistance*, 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	You or the driver will need to pay for any additional services
Roadside	Roadside assistance if you have	\mathbf{We} will not cover the cost of any parts.
	broken down or mis-fuelled in the United Kingdom, Guernsey,	The fitting of any parts you have already purchased from a third party.
	Jersey, the Isle of Man and the Republic of Ireland	Any breakdown within a ¼ of a mile of your home as measured by us .
Transportation of the vehicle and transportation of you and up to 7 passengers to a single destination within 10 miles from breakdown .	and transportation of you and up to 7 passengers to a single destination within 10 miles from the	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.
		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 your BD Assistance are more extensive than the agreement the breakdown was reported under.
		If you are 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.
		We will not repair or replace glass.
		Attendance following a road traffic accident , fire, flood, theft, or act of vandalism or other incident covered by a policy of motor insurance.
		Any vehicle that does not meet the specifications on page 13.

Summary of cover (cont.)

Type of cover Significant features and benefits		Significant and unusual exclusions or limitations	
Recovery	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, or up to 16 passengers if the vehicle is a minibus . If the driver lives in Northern Ireland, recovery to the driver's home if the driver breaks down in the Republic of Ireland.	No cover for breakdown within a ¼ of a mile of the driver's home . We will not provide Recovery to more than one destination. 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.	
At Home	Breakdown assistance if the vehicle has broken down in the territory within a ¼ of a mile from the driver's home (as measured by us). Transportation of the vehicle , the driver and up 7 passengers, or up to 16 passengers if the vehicle is a minibus , up to 10 miles.	We will not provide a tow of more than 10 miles.	
Onward Travel	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 24 hours, whilst the vehicle is being fixed or reimburse you or the driver for: i. alternative transport costs; or ii. hotel accommodation for the driver and up to 7 passengers, or up to 16 passengers if the vehicle is a minibus .	Replacement Car Hire – We will not provide specially adapted vehicles or any vehicle other than the equivalent of a small hatchback. The driver must comply with the terms and conditions of the hire company which includes but are not limited to age and licence restrictions. Alternative Transport – We will not cover transport costs over £150 per person or over £500 for all persons where the vehicle is not a minibus and over £25 per occupant or over £500 for all persons where the vehicle is a minibus . Hotel Accommodation – We will not cover accommodation costs for more than one night or over £150 per person or over £500 for all persons where the vehicle is not a minibus and over £25 per occupant or over £500 for all persons where the vehicle is not a minibus and over £25 per occupant or over £500 for all persons where the vehicle is not a minibus and over £25 per occupant or over £500 for all persons where the vehicle is not a minibus .	

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
European Motoring Assistance	All Section E benefits	The cover under Section E is subject to an aggregate limit of £2500 per claim .
	Section E1: Journey continuation	We will not cover:
	in the territory If the vehicle breaks down during	Fuel and oil costs, personal insurance or any other extra costs.
	a journey from your home and cannot be repaired within 24 hours,	The excess payable under any insurance for the replacement car.
	we will pay up to £750 towards the cost of a replacement hire car to enable the continuation of the	A replacement hire car following a road traffic accident
	journey.	We will not cover:
	Section E2: Roadside assistance in Europe	Any repair costs if the vehicle was in a road traffic accident .
	Repair at the roadside or tow to a local repairer if you break down	The cost of any parts.
	orareina road traffic accident in Europe .	
	We will contribute, subject to the overall <i>claims</i> limit, towards the local repairer's labour charges providing the vehicle is repaired on the same day.	
	See page 3 for information on what you should do if you break down or have an accident on a motorway in Europe .	
	Section E3: Journey continuation in Europe or return home	This Section will not be provided at the same time as Section E5 (see page 24).
	If we attend a breakdown or road traffic accident under Section E2, and we cannot repair the vehicle in 12 hours, we will pay for any one, or a combination of the following to	Cover ends once you are notified that the vehicle is repaired, is being repatriated or the repair will cost more than the vehicle 's market value . We will not cover any hire can costs after such notification.
	enable the driver to continue the	We will not cover:
	journey or return home by a direct route:	Fuel and oil costs, personal insurance or any other extra costs.
	i. a replacement hire car;	The excess payable under any insurance for
	ii. rail or air travel; and/or	the replacement car.
	iii. local taxi fares authorised by us in advance.	First class fares.

Summary of cover (cont.)

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations	
European Motoring Assistance	Section E4: Replacement parts dispatch If we attend a breakdown under Section E2, and the vehicle requires replacement parts and those parts are not obtainable locally, we will arrange for replacement parts to be dispatched to the driver.	<i>We</i> will not cover the cost of any parts, which must be paid for when <i>you</i> or the <i>driver</i> telephones <i>us</i> to arrange for the parts to be dispatched.	
	Section E5: Additional accommodation expenses If we attend a breakdown or road traffic accident under Section E2, and we cannot repair the vehicle in 12 hours, we will pay a contribution up to £30 towards accommodation expenses until the vehicle is repaired; or is to be repatriated; or until it is established that the vehicle will cost more to repair than its market value.	 This Section will not be provided at the same time as Section E3 (see page 23). We will not cover: Any costs that would have otherwise been incurred on the <i>journey</i>. Any additional accommodation costs if the <i>driver</i> has alternative accommodation available for use (including a <i>caravan</i>). 	
	Section E6: Replacement driver We will arrange for a replacement driver to continue the journey or take the driver home if the only qualified driver in the party is medically unfit to drive.	We do not provide cover: If the <i>driver</i> knows <i>they</i> have the medical condition that may prevent them from driving before the <i>journey</i> commences (see page 25). For more than one replacement <i>driver claim</i> per <i>journey</i> .	
	Section E7: Vehicle break in - emergency repairs A contribution of up to £175 towards emergency repairs to damage caused by forcible or attempted forcible entry of the vehicle .	We do not provide cover: If you or the driver do not report the matter to the police before contacting us or do not obtain and provide to us a written police report (see page 25). The cost of any parts. The cost of any repairs other than those necessary to enable the vehicle to continue the journey.	

Type of cover

European Motoring Assistance

Significant features and benefits

Section E8: Vehicle repatriation

Repatriation (including storage while awaiting repatriation) of the **vehicle** back to the **territory** if **we** cannot repair the **vehicle** by the time the **driver** plans to go **home** and the **vehicle** is not roadworthy. If the **driver** has had a **road traffic accident**, **we** will follow the motor insurer's decision on whether to repatriate, where there is appropriate motor insurance cover.

Section E9: Collection of vehicle left abroad for repair

Transportation and accommodation costs up to £600 for one person to return to **Europe** to collect a **vehicle** that has been repaired.

Section E10: Accidental damage to or loss of tent

Contribution towards accommodation expenses up to £30 per person per day for up to 3 days or a replacement tent (up to £250), if **your** tent is accidently damaged so it is unusable, or it is stolen.

Significant and unusual exclusions or limitations

We will not cover:

The cost of repatriation if **we** determine that the **vehicle** is **beyond commercial economical repair**.

Any costs for repatriation of the **vehicle** that are over the **market value** of the **vehicle**. **You** or the **driver** will have to pay these costs.

Any costs not authorised by **us** or any costs while **we** are awaiting a decision from the motor insurer.

Any items left with the **vehicle** for recovery are left at the **driver's** own risk.

Transportation costs for any personal belongings, valuables or luggage.

We cannot guarantee that **we** can arrange transport for any animal.

Vehicle repatriation is only available where we have agreed that the vehicle will not remain in **Europe** for repair and be collected under Section E9.

We will not cover:

Fuel and oil costs, personal insurance or any other extra costs.

The costs of meals or any other extra costs and expenses.

First class fares.

Transportation costs for any personal belongings, animals, valuables or luggage.

We will not cover:

If **your** tent is stolen and the **driver** does not report the matter to the police before contacting **us**, or does not obtain and provide to **us** a written police report (see page 28).

For any accommodation costs if **you** have alternative accommodation available for use (including a **caravan**).

For damage to the tent caused by weather conditions.

For the cost of a replacement tent not authorised by **us**.

Summary of cover (cont.)

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
European Motoring Assistance	Section E11: Customs duty indemnity	<i>We</i> will not cover: Any import duties not relating to the <i>vehicle</i> .
	Customs claims for import duty where the vehicle has to be disposed of abroad because the cost of repair as a result of a breakdown is more than its market value .	Any costs following a road traffic accident .
	Section E12: Urgent message relay service	We will not cover the cost of relaying any message not arranged through us .
	Relay urgent messages if the vehicle breaks down or is in a road traffic accident .	

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.

BD Assistance 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 **BD Assistance**.

You will receive a **confirmation document** 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 your broker to request a replacement. This policy booklet is the contract of insurance between **you** and **RAC** Motoring Services in respect of the cover provided for all services other than Onward Travel and European Motoring Assistance, and in respect of any additional services, and **you** and RAC Insurance Limited in respect of Onward Travel and European Motoring Assistance.

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 **BD Assistance**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Your terms and conditions

Cover

BD Assistance covers the vehicle which is identified on your confirmation document and which is being driven by any driver with a full, valid driving licence during the period of cover. This **BD** Assistance cannot be transferred to cover any other vehicle. You and each driver must comply with the applicable terms and conditions under **BD** Assistance. Any failure of you or a driver to do so may impact on your rights under this **BD** Assistance, 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 **BD** Assistance.

If **you** would like to change the **vehicle** covered under **BD Assistance**, please see Changes to **your** details in this policy booklet.

Reimbursement of payments

Where **we** state in this policy that **we** will reimburse **you** or the **driver** for certain sums as part of the cover, such reimbursement will be made to the relevant claimant following receipt of a **claim** form (which is available on request by calling 0800 107 5861) and proof of payment.

In certain circumstances, **we** may be able to arrange the benefits and pay such covered amounts on **your** or the **driver's** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

For reimbursement of payments made by **you** or a **driver** under this Policy please submit proof of payment to **us** at:

RAC

Breakdown Customer Care Great Park Road, Bradley Stoke, Bristol BS32 4QN

Period of cover

BD Assistance provides cover for the period of cover as set out in your confirmation document.

Additional services provided by the RAC

If the *driver* requires additional services that are not covered under *BD Assistance*, *we* may be able to arrange appropriate additional services at the *driver's* request for an additional cost. For example to:

- Purchase any parts necessary to complete a repair of the **vehicle**;
- Receive specialist services to complete a repair of the **vehicle**;
- Receive road traffic accident assistance in the territory;
- 4. Provide any other services that may be available for an additional cost, as stated in this booklet.

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

Definition of words

Certain words have specific meanings where **they** appear in this policy. These words are printed in bold italic type in the Policy Wording; **their** meanings are shown below.

BD Assistance – means this **BD Assistance** policy that is subject to the terms and conditions in this policy booklet;

Beyond commercial economical repair – means where the total cost required to repair the vehicle, including any taxes, is greater than the UK market value of the vehicle. If the vehicle has broken down or had a road traffic accident 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 accident has occurred;

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 (in the territory), 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;

Business use – means the use of a **vehicle** in connection with, or solely for the purpose of, operating a business, other than for social, domestic and pleasure purposes including commuting to and from a permanent place of work;

Caravan/trailer – means any **caravan** or **trailer** that complies with the following specifications:

Max Weight (gross)	Max Length 7.6 metres (25ft) including tow bar	
3.5tonnes		
Max Width	Max Height	
2.3 metres (7ft 6in)	3 metres (9ft 8in)	

Claim/call out – means any request for service or benefit or for cover under **BD Assistance**;

Confirmation document – means the document confirming **your BD Assistance** agreement which contains important details about **your** cover and which must be read in conjunction with these terms and conditions;

Customer/you/your - means the person shown on the confirmation document and that is permanently resident in the territory;

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

Effective date – means the date that this BD Assistance policy begins as shown on the confirmation document;

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

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

Expiry date – means the date that this **BD Assistance** policy expires as shown on the **confirmation document**;

Home – means the address in the **territory** where the **driver** permanently lives;

Journey – means a holiday or trip in a *vehicle* to *Europe* which begins on departure from the *home* and ends on return to the *home*;

Market value – means the *market value* in the *territory*, as reasonably determined by *us* in accordance with published industry data (using Glass's Guide or other appropriate trade *vehicle* valuation guide(s)), of a *vehicle* based upon a *vehicle* of the equivalent age, make, recorded mileage and model as the *vehicle*; 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 which is owned, contract hired, leased or fleet managed by **you** and that has been advised to **us** and that complies with the following specifications:

Max Weight (gross)	MaxLength
3.5tonnes	5.5 metres (18ft) including tow bar
Max Width	Max Height
2.3 metres (7ft 6in)	3 metres (9ft 8in)

Modified vehicle – means any **vehicle** that has been modified from the manufacturer's specifications;

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

Premium – means the basis upon which services will be provided under **BD Assistance** 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 in respect of all cover types apart from Onward travel and European Motoring Assistance, and in respect of the additional services provided by the **RAC** and **RAC** Insurance Limited in respect of Onward Travel and European Motoring Assistance and each of its authorised agents;

RAC contractor – means any person appointed by the **RAC** to provide certain **breakdown** assistance services on **our** behalf;

RAC patrol - means a technician employed by the RAC;

Road traffic accident – means a traffic accident involving a *vehicle* within the *territory* or *Europe*;

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

Service provider – means any garage, breakdown/ recovery company, repairer, car hire company and other third party service provider in Europe. These service providers are not checked or approved by RAC and do not act as agents for RAC. RAC cannot be held liable for acts or omissions of service providers; **Specialist equipment** – means equipment that is not normally carried by **RAC** patrols, service providers or **RAC** contractors to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment;

Territory – means the **United Kingdom**, Jersey, Guernsey and the Isle of Man;

United Kingdom – means England, Scotland, Wales and Northern Ireland;

Vehicle

 means the vehicle shown on your confirmation document that is registered in the UK and complies with the following specifications:

Max Weight (gross)	Max Length	
3.5tonnes	5.5 metres (18ft) including tow bar	
Max Width	Max Height	
2.3 metres (7ft 6in)	3 metres (9ft 8in)	

2. Motorcycles under 121cc and mobility scooters are not covered under **BD Assistance**.

Your Cover

A. Roadside

BD Assistance includes cover for Roadside subject to the terms and conditions below.

What is Covered

If a vehicle has broken down in the territory or the Republic of Ireland during the period of cover, we will provide an RAC patrol or an RAC contractor to either:

- Repair the *vehicle* at the roadside; or If the *vehicle* has broken down due to a mis-fuel, *we* will
 - 1. Empty, clean and flush the fuel lines;
 - 2. Fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** started; and
 - 3. Arrange the safe disposal of contaminated fuel; or
- 2. If we are unable to permanently repair the vehicle at the roadside (within a reasonable time), we will decide, based upon our technical expertise in breakdown situations, either to provide a temporary repair to the broken down vehicle at the roadside or transport the broken down vehicle (and any caravan or trailer attached to it) to a single destination chosen by the driver within 10 miles of the breakdown as measured by us. We will only transport the caravan or trailer if the vehicle has broken down.
- If we transport the broken down vehicle (and any caravan or trailer attached to it) to a destination of your or the driver's choice, we will either:
- Provide transport for the *driver* and up to seven passengers, or up to sixteen passengers if the *vehicle* is a *minibus*, of the *broken down vehicle* to that chosen destination. If more than five people require transportation, *we* may need to provide transport in separate vehicles;
- 2. If you or the driver choose for us to transport the vehicle to a garage, we will reimburse the driver's taxi fare for a taxi journey to a destination up to 20 miles from the garage for the driver and up to seven passengers of the broken down vehicle as long as this is agreed with us in advance. In order to claim a reimbursement of the taxi fare, you must send the receipt for the taxi journey to us at the breakdown customer care address shown on page 11.

What is Not Covered

- Any breakdown within a ¼ of a mile of the driver's home as measured by us;
- Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
- 3. Any labour costs other than that incurred at the roadside including, without limitation, garages.
- 4. The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section A. If the RAC patrol or RAC contractor has the required parts you or the driver can purchase the relevant parts from us for an additional charge. The parts must be paid for in full at the time of the breakdown and before the repair commences;
- The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further *call out*s under *BD Assistance*;
- 6. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:
 - a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or
 - b. **we** advised **you** or a **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs;
- Any breakdown resulting from a battery related fault where we have previously provided breakdown assistance for that fault and advised you or a driver to replace the battery but the battery has not been replaced;
- Any attendance at the *breakdown* of a *caravan* or *trailer* is not covered under *BD Assistance*, but such service may be available at an additional cost;
- 9. Assistance in a medical emergency;
- Any vehicle that is already at a garage or other place of repair;
- Any vehicle in a position where we cannot work on it or tow it, or wheels have been removed. We can arrange to rectify this but the driver will have to pay the costs involved; or
- 12. Servicing or assembly of a vehicle.

B. Recovery

BD Assistance includes cover for Recovery subject to the terms and conditions below

What is Covered	What is Not 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, or up to sixteen passengers if the vehicle is a minibus , of the broken	 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;
	 Any breakdown within a ¼ of a mile of your home as measured by us
	 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;
down vehicle to a single destination within the territory chosen by you or the driver . If more than five people require transportation,	 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:
<i>we</i> may need to provide transport in separate vehicles.	a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC ; or
Where the driver's home is in Northern Ireland, under this Section B, any breakdown cover will include the Republic of Ireland and drivers shall be entitled to be recovered from	b. we advised you or a driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs;
the Republic of Ireland to their home in Northern Ireland. We may also provide, at our discretion, a recovery service if the driver becomes ill during a journey in the territory and the driver cannot continue the journey as the driver has no one in the party of people travelling with the driver who can drive the vehicle . We may ask the driver to provide written confirmation from the treating hospital or medical expert that they are unfit to drive and prove they are the only viable driver in their party	 Any recovery required as a result of a <i>breakdown</i> resulting from a battery related fault where <i>we</i> have previously provided <i>breakdown</i> assistance for that fault and advised <i>you</i> or the <i>driver</i> to replace the battery but the battery has not been replaced;
	7. Where a recovery is required due to a breakdown as a result of a problem with the tyre of the vehicle we will not provide recovery over 10 miles where no serviceable spare tyre is carried by the vehicle or no suitable alternative (as recommended by the manufacturer) is available.
	8. Assistance if the <i>driver</i> becomes ill during a <i>journey</i> in the <i>territory</i> , or in any other medical emergency, if the <i>driver</i> is safely able to continue <i>their journey</i> , including where anyone travelling with the <i>driver</i> is able to drive the <i>vehicle</i> ;
	 Any recovery required due to the <i>breakdown</i> of a <i>caravan</i> or <i>trailer</i> is not covered under <i>BD Assistance</i>, but such service may be available at an additional cost;
	 If the vehicle suffers a breakdown as a result of a mis-fuel we will not recover the vehicle under this Section B;
	11. Any vehicle that is already at a garage or other place of repair; or
	12. A second recovery where the original recovery destination could

 A second recovery where the original recovery destination could not accept the **vehicle** due to **their** opening hours or other restrictions

C. At Home

BD Assistance includes cover for At Home subject to the terms and conditions below.

What is Covered	١	What is Not Covered
If a vehicle has broken down in the territory during the period of cover within a ¼ of a mile of the driver's home as measured by us , we will provide an RAC patrol or an RAC contractor to	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 ;
either: 1. Repair the vehicle at the roadside or the home ; or	2.	Reimbursement for any taxi fares to transport the driver and any passengers from the home or the place of the breakdown ;
If the vehicle has broken down due to a mis-fuel, we will	3.	The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section C;
 Empty, clean and flush the fuel lines; Fill the vehicle with up to 10 litres of fuel to get the vehicle started; and 	4.	The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call out s under BD Assistance ;
 3. Arrange the safe disposal of contaminated fuel; 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 		 Any breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either: a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or b. we advised you or the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these further repairs;
transport the caravan or trailer if the vehicle has broken down .	6.	Any breakdown resulting from a battery related fault where we have previously provided breakdown assistance for that fault and advised you or the driver to replace the battery but the battery has not been replaced;
	7.	Any vehicle that is already at a garage or other place of repair;

- 8. Servicing or assembly of a **vehicle**;
- 9. Assistance in a medical emergency.

D. Onward Travel

BD Assistance includes cover for Onward Travel subject to the terms and conditions below.

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. **We** will provide the **driver** with replacement car hire to assist the **driver** on **their** onward **journey**, or, if a replacement car is not practicable on a fair and reasonable review of the circumstances, then one of the following will be provided instead:

- 1. Alternative transport costs; or
- 2. Hotel accommodation,
- as described in more detail below.

In order for **you** to **claim** reimbursement of payments made by **you** or a **driver** under this Section D **you** or the **driver** must have proof that **you** or the **driver** has made such payment before **we** reimburse **you**. For example a receipt or invoice relating to the payment. **You** must send such proof to **us** at the **breakdown customer** care address as shown on page 11. All monetary values are inclusive of VAT.

Replacement car hire

Where the **vehicle** is not a **minibus we** will (subject to availability) arrange and pay for:

- a. the hire cost of a replacement manual car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of 24 hours or until the **vehicle** has been repaired, whichever is sooner). Any replacement car will be of a similar cubic capacity to the **vehicle** up to 1600cc; 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.

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

- 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;
- Any replacement car hire arranged by the *driver* that has not been agreed with *us* prior to the *driver* making the arrangements;
- Delivery of the hire car vehicle including any fuel used during delivery;

D. Onward Travel (cont.)

BD Assistance includes cover for Onward Travel subject to the terms and conditions below.

What is Covered

Replacement car hire (cont.)

Where the **vehicle** is a **minibus we** will (subject to availability) arrange and pay for:

- a. the hire cost of one or more replacement car(s) while the *minibus* is being repaired as a result of the *breakdown* up to a maximum of 24 hours to enable the *driver* and passengers to arrive at the original destination, up to a maximum value of £25 for each occupant of the *minibus*. *We* will only provide more than one replacement car if there is a person in the party of people travelling with the *driver* who can legally drive the replacement car and complies with the terms and conditions of the hire company used by *us*. Any replacement car will be of a similar cubic capacity to the *vehicle* up to 1600cc; 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.

Alternative transport

Where the **vehicle** is not a **minibus**:

We will reimburse you or the driver, up to £150 for each occupant or £500 for all persons, whichever is less, for standard class rail or other transport of our choice for the driver and up to seven passengers of the broken down vehicle to reach the intended end of the journey. You or the driver will have to pay for any additional transport costs.

Where the **vehicle** is a **minibus**:

We will reimburse **you** or the **driver**, up to £25 for each occupant or £500 for all persons, whichever is less, for standard class rail or other transport of **our** choice for the **driver** and up to 16 passengers of the **broken down vehicle** to reach the intended end of the **journey**. **You** or the **driver** will have to pay for any additional transport costs.

What is Not Covered

- 4. 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;
- 5. Any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
- Replacement cars with a tow bar and as such, any caravan or trailer on tow at the time of the breakdown shall, subject to the eligibility requirements, be recovered under section B with the vehicle;
- 7. Specially adapted vehicles;
- 8. Any insurance excess payable under any insurance for the replacement car; or
- 9. Any request for car hire that is not made on the same day as the **breakdown** occurred.

D. Onward Travel

BD Assistance includes cover for Onward Travel subject to the terms and conditions below.

What is Covered

Hotel accommodation

Where the **vehicle** is not a **minibus**:

We will reimburse you or the driver for one night's hotel accommodation for bed and breakfast only 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 for each occupant or £500 for all persons, whichever is less. You or the driver will have to pay for any additional hotel costs.

Where the **vehicle** is a **minibus**:

We will reimburse you or the driver for one night's hotel accommodation for bed and breakfast only for the driver and up to sixteen passengers of the broken down minibus in a hotel of our choice and reimburse you for the costs of such accommodation up to £25 for each occupant or £500 for all persons, whichever is less. You or the driver will have to pay for any additional hotel costs.

Assistance in a medical emergency

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:

- Reimburse you or the driver for one night's hotel accommodation for bed and breakfast only 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 up to £150 per person or £500 for all persons, whichever is less. You or the driver 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.

- 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; or
- 2. Any assistance where the **vehicle** is a **minibus**.

What is Not Covered

E. European Motoring Assistance

BD Assistance includes cover for European Motoring Assistance as set out in this Section E.

Required terms

To ensure **we** can provide the services contained within this Section E, European Motoring Assistance, the **driver** will need to make sure that **they** have the following original documents with them when **they** are on a **journey**. If a **driver** does not have these documents **we** may not be able to provide assistance:

- Credit card (required if a *driver* needs to take advantage of any *vehicle* hire benefit, purchase any replacement parts or receive additional services from the *RAC*);
- 2. Full UK photo card driving licence and National Insurance number;
- Proof of **BD** Assistance (such as the confirmation document);
- Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the vehicle on the journey.

Important car hire information

We cannot guarantee that we will be able to arrange a hire car equivalent to the **vehicle**. If the **driver** is travelling in an MPV or similar vehicle we may arrange two hire cars. We will only arrange this if there are two qualified drivers in the party. Otherwise we will arrange alternative means of transport. Car hire arranged under this Section E will be subject to the normal conditions of the hiring company. We use reputable car hire companies with market standard terms and conditions which the *driver* must fully comply with. The **driver** must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). The *driver* must comply with the usual terms and conditions of the hire company and the *driver* must present their full UK driving licence, National Insurance number and any other information requested.

The **driver's** valid credit card details will also be required by the hire company and the card must be presented to the hire company as security for the hire and to cover extras such as top up of the fuel tank when returning the **vehicle**.

The **driver** will need to collect a replacement **vehicle** from the nearest available place of supply. If this is the case, **we** will provide transportation to the place of supply subject to these terms and conditions.

If the *driver* leaves a hire car at a different location to the one arranged by *RAC*, *you* or the *driver* must pay

the hire car company any additional charges which may be made and any additional cost relating to the rental.

Collision Damage Waiver (CDW). Please note that many car hire companies across **Europe** charge a damage excess which is not covered by the CDW. This means that if the car is damaged during the hire period the **driver** could be liable for the first portion of the cost, which is likely to be over £150, and have **their** credit card charged. In some cases the amount could be much higher and varies according to the hire company, category of hire car and location. The CDW covers the amount above the excess.

Most hire car companies will not permit **their vehicle** to cross certain national borders. It may be necessary to arrange multiple hires or additional transport in order to complete the **journey** within the limits of this cover. A car hired abroad must not be brought into the **territory**. A second car hire will be arranged for the **territory** part of the **journey**. Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding the ferry. Passengers may be required to travel as foot passengers to the **territory** where the **driver** will collect any necessary onward transportation.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised **caravans**, motorcycles, convertibles or vehicles with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of minibuses or vans.

While **we** use a range of reputable car hire companies, **we** cannot guarantee that a replacement **vehicle** will be immediately available or in time to connect with any pre-booked ferry, train or other transport. If this is the case, **we** will provide the **driver** with a replacement **vehicle** as soon as possible (if a replacement **vehicle** is still required).

Caravans and trailers

We do our best to find solutions to motoring problems, but we regret that we cannot arrange a replacement caravan or trailer. It is also virtually impossible to hire vehicles with tow bars so the driver may need to leave the caravan or trailer with the vehicle while it is being repaired and it may become necessary to repatriate the caravan or trailer together with the vehicle, if the vehicle cannot be repaired abroad by the return date.

Important

Please note that cover is not available for breakdowns or road traffic accidents suffered by caravans or trailers and we will only recover or repatriate a caravan or trailer, subject to the dimension limitations at page 12, if the vehicle towing such caravan or trailer has broken down or suffered a road traffic accident. We may be able to provide services to a broken down trailer or caravan, but such service will only be provided at an additional cost.

Motor insurance and vehicle warranty

Cover under this Section E does not replace motor **vehicle** insurance. **We** strongly recommend **you** tell **your** motor insurers before taking a **vehicle** abroad. If **you** do not, the motor insurance policy may only provide cover for damage caused to other people or **their** property. This means that there will not be cover for damage to the **vehicle** (including damage caused by fire) or theft of the **vehicle**. The insurers will also need to know if the **vehicle** is towing a **caravan** or **trailer**.

If the **vehicle** has a manufacturer's or other mechanical warranty, **we** will provide emergency assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to prevailing conditions in that country. For example strike action may delay or prevent **our** service under this Section E. If this is the case, **we** will not be liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of **our** services. To obtain current information on conditions in the countries **you** are travelling to please refer to the Foreign and Commonwealth office website at:

https://www.gov.uk/government/organisations/ foreign-commonwealth-office or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

The cover under Section E is subject to an aggregate limit of \pounds 2500 per **claim** and is subject to the further limits of cover in respect of each type of cover.

This Section E provides cover for journeys during the term of **your** policy, but each **journey** is limited to a maximum of 90 days and each **journey** must fall within the **period of cover. We** will not provide cover for a **journey** if the **vehicle** will not return to the **territory** within the **period of cover.** If the end of any **journey** will be outside the **period of cover, you** will need to

renew the cover before the **driver** commences the **journey**. If however the **vehicle** is due to return to the **territory** within the **period of cover** but it is delayed due to a **road traffic accident** or **breakdown** that is covered by this Section E, **we** will provide cover for that **journey**.

The Sections of European Motoring Assistance

In the event that the **vehicle** has **broken down** or has been in a **road traffic accident**, the **RAC** patrol, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm whether the **vehicle** can be repaired within 12 hours and, if not, whether:

- it can be repaired by the date that you or the driver originally planned to return to the territory;
- 2. it requires repatriation to the **territory**; or
- 3. it is beyond commercial economical repair.

The **driver's** request for **breakdown** or **road traffic accident** assistance will act as authorisation for **us** to arrange the fault diagnosis and determine the best course of action based upon **our** technical expertise in these situations.

We will then discuss the preliminary fault diagnosis with the *driver* and determine which other benefits may be available under this Section E as a result of the *claim*. For example, if the repairs cannot be completed within 12 hours, we will discuss whether the *driver* would like *us* to arrange transport to continue the *journey* to the original destination (under Section E3) or arrange accommodation while the *driver* waits for the repair to be completed (under Section E5). These alternatives will be discussed with *you* or the *driver* at the outset so that the best course of action can be agreed. We will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, **we** will discuss this with **you** or the **driver** and determine if the benefits provided under this Section E should change as a result.

If the **vehicle** cannot be repaired by the date that the **driver** originally planned to return to the **territory**, and it is agreed to repatriate the **vehicle** and the **driver** and the passengers, all other cover under this Section E will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle** and **you** and the passengers.

We will pay the **RAC** patrol, **RAC contractor** or **service provider's** fees to carry out the preliminary fault diagnosis of the **vehicle**.

E1: Journey continuation in the territory

What is Covered	What is Not Covered
If, during a journey , a vehicle has broken down in the territory on the outward journey from the driver's home and cannot be repaired within 24 hours, we will contribute up to £750 towards the cost of a replacement hire car (including collision damage waiver and replacement Green Card as necessary) to enable the driver to continue the journey .	 Fuel and oil costs, personal insurance or any other extra costs. The excess payable under any insurance for the replacement vehicle. A replacement hire car following a <i>road traffic accident</i> in the <i>territory</i>.

Important

See page 20 for important information about hire cars arranged under this Section E.

E2: Roadside assistance in Europe

What is Covered		What is Not Covered	
If a vehicle has broken down or been in a road traffic accident in Europe during a journey		Repair costs, including labour charges, if the vehicle was in a road traffic accident ;	
during the period of cover, we will, subject to the overall claims limit, pay for a service provider to either: 1. Repair the broken down vehicle at the roadside; or	2.	If the vehicle cannot be driven due to a road traffic accident in Europe , any damage which you or the driver are entitled to have repaired by your motor insurers must be reported to them immediately. Your insurers must decide whether to authorise repairs abroad or have the vehicle repatriated. We cannot repair the vehicle .	
 If they are unable to permanently repair the vehicle at the roadside, we together with the service provider will decide to either: 	3.	Repair costs if, in our reasonable opinion, the vehicle is beyond commercial economical repair ;	
a. arrange for a temporary repair to the vehicle at the roadside; or	4.	Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which	
b. arrange transportation of the vehicle to a local repairer. Where the vehicle has been		do not affect the mobility or security of the vehicle , nor render it unsafe to drive;	
recovered to a local repairer following a	5.	The cost of any parts required to repair the vehicle ;	
breakdown and the local repairer is able to repair the vehicle on the same day as	6.	Repair costs not directly necessary to enable the vehicle to continue the journey ;	
the breakdown , we will contribute up to the policy limit towards the local repairer's labour charges for repairing the vehicle .	7.	If the vehicle suffers a breakdown as a result of mis-fuelling we will not repair the vehicle (including not draining or removing the fuel). We will only recover the vehicle to a local repairer. We may be able to repair the vehicle and/or arrange recovery of the vehicle to another location for an additional charge. Any further service under this Section E will not be provided.	

Important

See page 3 for information on what the **driver** should do if the **vehicle breaks down** or they have a **road traffic accident** on a motorway in **Europe**. If the **vehicle** is being towed to a local repairer, **we** are unable to guarantee that the repair will be made immediately or outside opening hours. **We** will assist **you** in arranging the repairs to the **vehicle**; however **you** will be responsible for paying for the repairs and ensuring **they** are carried out to **your** satisfaction.

E3: Journey continuation in Europe or return home

Cover under this Section E3 is not available if **you** benefit from additional accommodation expenses under Section E5.

What is Covered

If the **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section E2, the **vehicle** cannot be repaired in accordance with Section E2 within 12 hours of the **breakdown** or **road traffic accident**, or is to be repatriated or is declared **beyond commercial economical repair we** will, subject to the overall **claims** limit, arrange and pay for either:

- for the *driver* and passengers to continue *their journey*; or
- 2. for the **driver** and passengers to return **home** by a direct route.

In either case, the **driver** and passengers will be covered for:

- 1. A replacement hire car (including collision damage waiver) up to 14 days per **claim**; or
- 2. Second/standard class rail or air travel; and/or
- 3. Local taxi fares authorised by **us** in advance.

Cover under this Section E3 will stop once the **vehicle** has been repaired to a roadworthy condition and **you** or the **driver** has been notified. Once **you** or the **driver** are notified that this is the case, the **driver** must return any hire car to the place of collection of the hire car or can choose to keep the hire car an additional period to continue the intended **journey**, however all additional hire car costs are payable by **you** or the **driver** and will be charged to the **your** or the **driver's** credit card.

Important

See page 20 for important information about hire cars arranged under this Section E.

What is Not Covered

- Fuel and oil costs, personal insurance or any other extra costs;
- 2. The excess payable under any insurance for the replacement **vehicle**;
- The cost of any replacement vehicle after you or the driver being notified that the vehicle has been repaired or is to be repatriated or is beyond commercial economical repair other than; for the driver and passengers to return home by a direct route
- 4. First class rail and air fares;
- 5. The costs of meals or any other expenses;
- 6. The costs of hiring a motorcycle;
- Any hire costs not arranged through or agreed by **RAC**;
- 8. Any costs during the receipt of any benefits under Section E5.

E4: Replacement parts dispatch

What is Covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section E2, the **vehicle** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, **we** will, subject to the overall **claims** limit, (subject to availability) arrange the purchase of such replacement parts and arrange and pay for:

- The freight, handling and ancillary charges for dispatch of the replacement parts to the *vehicle* or an appropriate railway station or airport; and
- 2. If the parts are dispatched to a railway station or airport, the cost of one person to collect the parts from the railway station or airport if required.

What is Not Covered

The cost of the parts, which must be paid for when **you** or the **driver** telephone **us** to arrange for the parts to be dispatched. **You** or the **driver** will be asked for credit card details and **we** will take payment before dispatch.

Important

- 1. We will arrange to dispatch parts as quickly as possible, but delays may occur at weekends and bank holidays so we cannot guarantee when these will arrive.
- 2. We will not be responsible for errors made by the manufacturers or suppliers of the parts.
- 3. We use a range of reputable suppliers to source replacement parts, however we cannot guarantee the availability of replacement parts, especially for older or specialist vehicles, for which parts may be impossible to locate.

E5: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from **Journey** Continuation under Section E3.

What is Covered	What is Not Covered
accident in Europe during a journey during the period of cover and, following a service provider attending in accordance with Section E2 the vehicle cannot be repaired within 12 hours of the breakdown or road traffic accident, we will, subject to the overall claims limit, arrange and pay a contribution of £30 per person per day towards additional, (not alternative) accommodation (room only) for the driver and the passengers in a hotel of our choice whilst waiting for the vehicle to be repaired. We will also pay for local taxi fares authorised by us in advance between the place of repair and the	 Any accommodation costs that the <i>driver</i> or the passengers would have otherwise incurred on the <i>journey</i>;
	 Any accommodation costs if the <i>driver</i> has alternative accommodation available for use;
	 Any accommodation costs once you or the driver have been notified that the vehicle has been repaired, is to be repatriated or is beyond commercial economical repair;
	 The costs of meals or any other extra costs and expenses;
	5. Any costs during the receipt of any benefits under Section E3.

E6: Replacement driver

What is Covered	What is Not Covered
If the only driver of the vehicle in the party is declared medically unfit to drive by a registered doctor during a journey in Europe during the period of cover , we will, subject to the overall claims limit, arrange and provide a replacement driver to drive the vehicle and the party to the journey destination or your home . Written confirmation from the treating hospital or medical expert that the driver is unable to drive will be required.	 A replacement <i>driver</i> if there is another qualified <i>driver</i> in the party who is fit and legally able to drive the <i>vehicle</i>;
	 A replacement <i>driver</i> where the <i>driver</i> knows of a medical condition that may prevent them from driving the <i>vehicle</i> before the <i>driver</i> commences the <i>journey</i> and there is no alternative <i>driver</i> within the party;
	 Any expenses which the <i>driver</i> or the passengers would have had to pay if the <i>driver</i> had not been declared medically unfit to drive.

4. More than one **claim** for a replacement **driver** per journey.

E7: Vehicle break in – emergency repairs

What is Covered	What is Not Covered
In the event of damage to windows, windscreens or locks of a vehicle caused solely by forcible entry or attempted forcible entry of the vehicle in Europe during a journey during the period of cover , we will, subject to the overall claims limit, either provide cover for the cost of immediate emergency repairs to the damage to enable the driver to continue the journey or the cost of recovery of the vehicle to a local repairer for repairs to be carried out, up to a maximum of £175.	 Any costs if you or the dr matter to the police befo obtain a police report; The cost of any parts required Repair costs not directly in vehicle to continue the j Costs over £175

You or the driver will need to pay these costs and claim them back from **us** by completing a **claim** form.

You or the driver must report the matter to the police before contacting us and must obtain a written report from the police. You will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section.

Important

If there is a forcible entry or attempted forcible entry of the **vehicle you** can only **claim** under this Section. **We** will not provide any other benefits described in this Section E. Should the *driver break down* or be involved in a *road* traffic accident in the same journey, we will provide the relevant service in line with the relevant Section(s) of cover.

You should always contact the motor insurance company that insures the vehicle first before calling us.

- **river** do not report the ore contacting **us** or do not
- quired to repair the **vehicle**;
- necessary to enable the journey;

E8: Vehicle repatriation

What is Covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a**journey** during the **period of cover** and, following a **service provider** attending in accordance with Section E2, the **vehicle** cannot be repaired by the planned return to the **territory**, **we** will, subject to the overall **claims** limit, arrange and pay for:

- Storage of the **vehicle** and any **caravan** or **trailer**, while awaiting repatriation by **us** in accordance with this Section; and
- Repatriation of the vehicle and any caravan or trailer by road transporter from the place of the breakdown or road traffic accident or the local repairer to your home or a repairer in the territory chosen by you, providing the cost is not more than the market value of the vehicle, caravan or trailer. If the cost of repatriation is more than this, you or the driver will have to pay the balance between the market value of the vehicle, and any caravan or trailer on tow at the time of the breakdown and the cost of repatriation before service is provided.

If the **vehicle** has been in a **road traffic accident** that is covered by a motor insurance policy, **we** will follow the insurers' decision on whether to have the **vehicle** repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that the **vehicle** is **beyond commercial economical repair**.

What is Not Covered

- Any storage charges or repatriation costs not authorised by *us* or while *we* are awaiting a decision from the motor insurer;
- The cost of repatriation (including storage charges) if we determine (acting reasonably) that the vehicle is beyond commercial economical repair;
- The cost of repatriation (including storage charges) if the *vehicle* is roadworthy;
- Transportation costs for any personal belongings, valuables or luggage. Any items left with the *vehicle*, *caravan* or *trailer* for recovery are left at the *driver's* own risk;
- 5. We are unable to transport any animals in the vehicle, caravan or trailer. We cannot guarantee that we can arrange transport for any animal. Any onward transportation is at our discretion and solely at the driver's risk. We will not insure any animal during any onward transportation we may undertake;
- 6. Any repairs required to the **vehicle** and associated costs following repatriation;
- Any repatriation that is not authorised by the insurer if the *vehicle* has had a *road traffic accident* covered by the motor insurer;
- Any cancelled repatriation as a result of you or the driver failing to leave keys for the vehicle, caravan or trailer or keys for any roof box with the vehicle, caravan or trailer;
- Any claim if the vehicle, caravan or trailer is being repatriated and customs in any country find its contents are breaking the law of that country.

If you have any enquires relating to your repatriation please contact us on 0330 159 360.

Important

Once repatriation is authorised by **us** it normally takes 8-14 working days for the **vehicle**, **caravan** or **trailer** to be delivered from most countries in western **Europe** to the chosen address in the **territory**. At busy times and from some other European countries (particularly from eastern and northern **Europe**) it may take longer. **We** will discuss the likely timescales for repatriation with **you** in the event that repatriation is required.

It is **our** decision alone whether to repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown** or **road traffic accident** except where the **road traffic accident** is covered by a motor insurance policy. If the **vehicle** has been in a **road traffic accident** that is covered by a motor insurance policy, **we** will follow **your** insurers' decision on whether to have it repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that it is **beyond commercial economical repair**.

E8: Vehicle repatriation (cont.)

Important (cont.)

If there is a forcible entry or attempted forcible entry of the **vehicle you** can only **claim** under this Section. **We** will not provide any other benefits described in this Section E. Should the **driver break down** or be involved in a **road traffic accident** in the same **journey, we** will provide the relevant service in line with the relevant Section(s) of cover.

You should always contact the motor insurance company that insures the vehicle first before calling us.

Repatriation cannot be used to avoid repair costs. **We** will only repatriate if **we** consider that the **vehicle** cannot be repaired by the **driver's** planned return date to the **territory**, and not as a result of any other request.

If the **vehicle** is **beyond commercial economical repair**, **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 **you** will be considered to have authorised **us** to dispose of it as **we** choose.

If a **vehicle** and any **caravan** or **trailer** is to be repatriated and has been fitted with a roof box or bicycle rack, the **driver** must remove it and place it inside the **vehicle**, **caravan** or **trailer**, if possible. If the **driver** cannot do so, the roof box or bicycle rack can be left on the **vehicle**, **caravan** or **trailer**. The roof box keys need to be left with the **vehicle**, **caravan** or **trailer** keys in the event that customs require access. Failure to leave the required keys with the **vehicle**, **caravan** or **trailer** may result in the cancellation of the repatriation and **you** or the **driver** may be required to collect the **vehicle**, **caravan** or **trailer**.

If a **vehicle** and any **caravan** or **trailer** is to be repatriated, **you** should check with **your** motor insurers that it will be covered in transit for loss or damage and that the contents are also covered. This Section E will not cover any **vehicle**, **caravan** or **trailer** or **their** contents during transit.

E9: Collection of vehicle left abroad for repairs

maximum of £30 per day if necessary to complete the

Cover under this Section is only available where **we** have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Section E8.

What is Covered	What is Not Covered
If a vehicle has broken down in Europe during a journey during the period of cover and, following a service provider attending the breakdown in accordance with Section E2, the vehicle cannot be repaired by the planned return date to the territory and the driver and the passengers have been repatriated to your home under Section E3 we will, subject to the overall claims limit, pay up to £600 for one person to collect the vehicle and return it to the territory , by any one or a combination of:	 Fuel and oil costs, personal insurance or any other extra costs; The costs of meals or any other extra costs and expenses; First class rail fares; Costs for more than one person; Transportation costs for any personal belongings, valuables, animals or luggage;
 Second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the vehicle; 	 Any storage charges once you or the driver has been notified that the vehicle is ready for collection.
 Additional ferry fares from the territory to Europe and back for a vehicle and one person; 	
3. Local taxifares authorised by us in advance.	
We will also pay a contribution towards single room accommodation (room only) for one person, up to a	

roundtrip.

Any decisions as to whether the **vehicle** can be repaired abroad so that **you** (or someone nominated by **you**) must return and collect it on completion of the repair or that the **vehicle** cannot be repaired and must be repatriated will be determined by **us** in accordance with Section E8.

E10: Accidental damage to or loss of tent

What is Covered

If the *driver* is camping in *Europe* during a *journey* during the **period of cover** and the **driver's** tent is damaged accidentally making it unusable or the tent is stolen, we will, subject to the overall *claims* limit, choose (at our discretion) to provide cover for the cost of either:

- 1. Accommodation expenses of up to £30 per person per day for the *driver* or the passengers for up to 3 days; or
- 2. A replacement tent (provided it has been authorised by us in advance) up to a maximum of £250.

The **driver** will need to pay these costs and **you** must **claim** them back from **us** by completing a **claim** form.

If the *driver's* tent is stolen *you* or the *driver* must report the matter to the police before contacting **us** and within 24 hours of the tent being stolen. You or the driver must obtain a written report from the police. You will need to provide a copy of the police report to **us** when **you** make your claim under this Section.

E11: Customs duty indemnity

What is Not Covered

- Damage to the tent caused by weather conditions; 1.
- 2. The cost of a replacement tent not authorised by us;
- 3. Any costs if **you** or the **driver** do not report the matter to the police before contacting us and within 24 hours of the tent being stolen or do not obtain a police report and submit it to **us** within 14 days of request;
- 4. The costs of meals or any other extra costs and expenses;
- 5. Any accommodation costs if you have alternative accommodation available for use:

What is Covered	What is Not Covered
Customs claims for import duty if the vehicle is beyond commercial economical repair as a result of a breakdown in Europe during a journey during the period of cover and it has to be disposed of abroad under Customs supervision.	Any import duties not relating to the vehicle, caravan or trailer .
E12: Urgent message relay service	

12: Orgent message relay service

What is Covered	What is Not Covered
We will relay urgent messages to the driver's immediate relatives or close business associates if the vehicle cannot be driven because of breakdown or a road traffic accident in Europe or in the territory during a journey during the period of cover .	Cost of relaying any urgent message not arranged through us .

General conditions for this Section E

In addition to the general conditions, the following conditions apply to this Section E. If you or any driver does not comply with these conditions **we** may not be able to provide cover under this Section E.

- 1. You must have supplied any details that were requested during the sales process before any driver leaves the territory on a journey;
- 2. You and the driver must make sure the vehicle, (including any caravan or trailer attached to it) meets all relevant laws of the countries visited during a *journey*. This particularly includes weight limits for towing;
- 3. Maximum number of persons: The **vehicle** must not carry more persons than the number stated in the **vehicle's** Vehicle Registration Document or more than eight persons (including the driver) or 17 persons including the

driver) if the *vehicle* is a *minibus*. Each person must occupy a separate fixed seat fitted during *vehicle* construction and to the manufacturer's specification and any child must occupy a properly fitted child seat;

- 4. Costs paid for by you or the driver: On occasion you or the driver may be asked by us to arrange and pay for services and reclaim costs from us. In these instances, you or the driver should obtain a receipt for those costs and request a claim form from our breakdown customer care team, details of which are on page 11;
- We will require your or the driver's credit card details if we arrange a service for the driver, which is not covered by the BD Assistance or if it exceeds the limit set for each benefit;
- 6. Exchange rate: Any costs that are incurred directly by us in a currency other than GBP will be converted to GBP at the exchange rate used by us at the time. Any costs that are incurred by you or the driver in a currency other than GBP and which are recoverable from us under this Section E, will be converted to GBP at the exchange rate used by your or the driver's credit or debit card provider (in the case of card payments) or used by us at the time you present the claim (in the case of cash payments);
- 7. Eligible persons: drivers must be permanently resident in the **territory** during the **period of cover**; and
- 8. The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

General exclusions for this Section E

In addition to the general exclusions, the following exclusions will apply to this Section E:

- If the *driver* fails to contact *us* within 24 hours of becoming aware of the *breakdown we* may refuse to provide cover in relation to the *breakdown*;
- Any costs which the *driver* or passengers would have had to pay if the *breakdown* or *road traffic accident* (as applicable) had not occurred;
- 3. Replacement vehicles:
 - a. The provision of a replacement motorcycle. If the **vehicle** that has **broken down** or been in a **road traffic accident** is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of a **trailer** for the **driver** to transport a motorcycle is also excluded from cover under this Section E;
 - b. The provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox;

- c. **We** cannot guarantee the hire of minibuses, motorhomes or vans;
- We do not provide replacement caravans or trailers;
 - e. Please note **your** cover under this Section E does not extend to any replacement **vehicle**.
- Any breakdown or road traffic accident caused directly or indirectly by the overloading of a vehicle under the laws in any country in which the vehicle is travelling;
- Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a *vehicle*. The *driver* is responsible for the care of these items at all times;
- 6. Any *claim* which *you* or the *driver* could make under any other insurance policy. If the value of the *claim* is more than the amount *you* or the *driver* can get from any other insurance *we* may pay the difference. If *we* do make a payment it will not be more than the appropriate benefit limit under this Section E;
- If the *breakdown* or *road traffic accident* 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 at *your* or the *driver's* cost, or must be referred to the *vehicle's* motor insurer;
- 8. Any travel outside the *territory* and *Europe*;
- 9. Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing* or broken keys. **We** may be able to arrange for the provision of these services but **you** or the **driver** must pay for any costs incurred; *Keys which are locked inside the **vehicle** are covered and **we** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at the **driver's** risk and **you** or the **driver** must pay for any costs incurred.

If the **vehicle** breaks down as a result of a problem with its tyre, **we** will provide assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, general exclusion [18b i] will apply.

Where the **vehicle** is not provided with a spare tyre **we** will recover the **vehicle** to a local repairer.

- 10. The cost of any transportation, accommodation or care of any animal.
- If you or the driver delays repairs to the vehicle for whatever reason, any costs that we consider (acting reasonably) would not have been incurred under this Section if you or the driver had not delayed repair; and
- 12. Any costs that are not arranged through **us** or arranged by **us**.

General exclusions

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

- Any breakdown or request for service occurring within the first 24 hours of you joining BD Assistance, however this 24 hour exclusion period will not apply on renewal of BD Assistance. 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 BD Assistance;
- 2. Any **vehicle** that is already at a garage or other place of repair;
- Any breakdown or road traffic accident caused directly or indirectly by:
 - a. Running out of oil or water;
 - b. Frost damage; or
 - c. Rust or corrosion.
- 4. Any incident involving a replacement hire car provided under the terms of **BD Assistance**;
- Any personal effects, valuables or luggage left in your vehicle (or trailer or caravan);
- 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 cost;
- Attendance following fire, flood (in the territory), theft, act of vandalism (other than section E7) or any other incident covered by any policy of motor insurance. If you or a driver would like us to recover the vehicle following one of these incidents we may be able to assist for an additional cost;
- We will not be liable in any circumstances for any infringement however caused of any manufacturer's or dealer's warranty as a result of services supplied;
- Vehicles which have broken down on land to which a driver or we do not have permission to access;
- 10. Vehicles which have **broken down** as a result of: taking part in any motorsport, motor racing, rallies, runs, timed events, driving in the Nürburgring or other competitive events (including, without

limitation, rallies or stock car racing) or activities which take place off the public highway and are 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;

- If, following a drain and flush of the fuel system, we are unable to repair the vehicle due to mechanical damage caused by the mis-fuelling;
- 12. Vehicles being demonstrated or delivered under trade plates;
- 13. The recovery of any caravan or trailer in the territory except where the vehicle that was towing the caravan or trailer has broken down. If the driver would like us to recover any caravan or trailer in these circumstances, we may be able to assist for an additional cost;
- 14. Any services relating to a **vehicle** which the **RAC** patrol, **service provider** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
- 15. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). We may be able to arrange **breakdown** and recovery services with **specialist equipment** if needed for an additional cost;
- 16. Transportation of any horses or livestock;
- 17. Any services or benefits relating to a **breakdown** that was reported under a different **RAC** agreement to this **BD Assistance**. To receive any services or benefits under this **BD Assistance**, the **driver** must have reported the **breakdown** against this **BD Assistance**;
- 18. Any costs:
 - a. incurred without **our** prior consent. All requests for service must be made directly to **us**.
 - b.
- relating to 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;

- the cost of towing the vehicle if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the driver to reach a garage to get the tyre replaced;
- c. relating to a *driver* having failed to carry or having misused any equipment provided by the *vehicle* manufacturer for the purposes of removing the *vehicle* spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
- d. relating to repairs or replacement to glass in the **vehicle** including windscreens unless covered under Section E7. In the **territory we** will arrange the recovery of the **vehicle** to a nearby garage for assistance but **we** will not pay for any replacement glass or pay for the fitting of any glass. **You** or the **driver** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. In **Europe we** may provide cover under Section E7 if **your vehicle** has been broken into;
- e. relating to the keys to a **vehicle** being lost, stolen, or locked in the **vehicle**. In **Europe**, **we** will provide cover in accordance with Section E, exclusion 9 when the keys are locked in the **vehicle**. In the **territory we** may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. **We** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
- f. relating to the keys to a **vehicle** being broken. We may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. We will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**. We may be able to arrange the recovery of the **vehicle** to another location for an additional charge
- g. for **vehicle** storage charges unless otherwise expressly included in the relevant Section; or

- h. for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the vehicle under BD Assistance and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
- 19. 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 BD Assistance. 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);
- 20. We will not provide any service under BD Assistance 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;
- 21. 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;
- 22. Any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs; or
- 23. Any *claim* that exceeds the limit of cover.

General conditions

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

- You must pay the premium for this BD Assistance policy and any applicable taxes or the policy may be cancelled in accordance with the cancellation provisions on page 33 (BD Assistance cancellation).
- The vehicle must be maintained in a legal and roadworthy condition. This includes (but is not limited to) ensuring the vehicle complies with the following conditions throughout the period of cover:
 - a. it has a valid current excise licence unless the **vehicle** is exempt from the requirement to hold an excise license under Section 5 of the Vehicle Excise and Registration Act 1994, this includes certain old vehicles, agricultural vehicles and emergency vehicles;
 - b. it has a valid MOT certificate;
 - c. it has valid motor insurance as required by the **road traffic acts**; and
 - d. the **vehicle** is registered in the **territory**

Upon request from **us**, the **driver** must provide **us** with proof that the **vehicle** complies with any of the above conditions and allow **us** to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition, at any time. If the **driver** is unable to provide **us** with such proof, if the **driver** does not allow **us** to examine the **vehicle** or **we** consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, **we** reserve the right to refuse to provide any service under this **BD** Assistance 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 **BD Assistance** if required as a result of such a **breakdown**.

- Any *claim* for a reimbursement of payments made must be accompanied by proof that such payment has been made before *we* will reimburse *you* or the *driver*, for example a receipt or invoice relating to the payment;
- The *driver* must be able to prove the *vehicle's* eligibility by producing the valid *confirmation document* applicable to the *vehicle they* are driving;
- 5. You or a driver that can legally drive the vehicle and is willing to drive the vehicle must be with the vehicle at the time of the breakdown and when the RAC patrol, service provider or RAC contractor arrives at the breakdown. If they are not, we will not provide any service related to the breakdown;
- 6. The **vehicle** must be registered at **your home**.
- If we provide an onward transportation service of passengers of a vehicle, anyone under the age of 16 must be accompanied by someone who is 17 or over;
- 8. If we provide an onward transportation service for the driver and the passengers of a vehicle, any animals that were in the vehicle can only be transported in the vehicle at your or the driver's own risk. We will not transport animals in the recovery vehicle and we will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
- We will attend a breakdown at your request in good faith. By making a request for service under the terms of BD Assistance the driver confirms that the driver and the vehicle comply with all legal requirements;
- 10. Each *driver* must be authorised by *you* to be driving the *vehicle* and be permanently resident in the *territory*. If not, *we* will not be able to provide any service related to the *breakdown*.

BD Assistance cancellation

Your right to cancel

You are entitled to cancel **BD Assistance** within the first 14 days following the **effective date** or the date you receive this policy booklet, whichever happens later. **BD Assistance** will be cancelled with immediate effect. **We** will refund your premium in full unless you or a driver has made a claim within this period. If a claim has been made during this period no refund will be given. Cancellations must be made by contacting your broker.

At any time after the 14 day cooling off period referred to above, **you** may cancel **BD Assistance** by contacting **your** broker. **BD Assistance** will be cancelled with immediate effect. There will be no refund on **premium**.

Our right to cancel

- If any premium for BD Assistance is not paid by the applicable due date for payment, your broker will notify you in writing. If any payments of premium due are not made within 30 days of the original applicable due date, we or Broker Direct may cancel BD Assistance with effect from the missed due date for payment;
- We may cancel BD Assistance in the event of misuse of BD Assistance as set out in the general conditions. In the event that we decide to cancel BD Assistance, we or your broker will notify you in writing and BD Assistance will be cancelled with immediate effect;
- 3. Where **we** cancel **BD** Assistance we will not refund any **premium** that has already been paid or that is due.

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

Changes to your details

You must notify your broker immediately if you want to amend any details relating to **BD Assistance** including any change of address and any change to any vehicle to be covered under **BD Assistance**.

If necessary, **you** will be sent a revised **confirmation document** reflecting the changes made to **your** details.

All communications from the **RAC**, Broker Direct or **our** representatives shall be deemed duly sent if sent to **your** last known address.

Changes to BD Assistance terms and conditions

We can make changes to *BD Assistance* terms and conditions at any time:

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

Any change to **BD Assistance** 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 **BD Assistance** immediately by contacting **your** broker. **You** will be entitled to a refund of the **premium** paid subject to a deduction for the period from the **effective date** to the **effective date** of cancellation of **BD Assistance**. This will be calculated (daily) on a pro-rata basis.

General enquiries

For general enquiries about **BD** Assistance, including changes to the cover under **BD** Assistance please contact your broker.

If **you** contact your broker please provide **your** full name, contact telephone number, **BD Assistance** number and, where applicable, the **vehicle** registration number.

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 BD Assistance 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. Call **our customer** care number on: 0330 1590 360; or
- 2. Write to **us** at: Breakdown Customer Care RAC Motoring Services Great Park Road Bristol BS32 4QN; or
- Email us at: BreakdownCustomerCare@RAC.co.uk

If **you** contact **us** in writing, by calling **us** or by email please provide **your** full name, contact telephone number, **BD Assistance** 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 **your** insurance broker.

Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process, **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 Tel: **0800 023 4567** or **0300 123 9123***

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

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

* Call charges may apply. Please check with **your** telephone provider.

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Sections D and E) 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 1000 or 0207741 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 **BD** Assistance is not covered by the FSCS.

Your data

Data protection statement

For the purposes of the Data Protection Act 1998, the data controller in relation to the personal data **you** supply in arranging and purchasing **your BD Assistance** is Broker Direct.

The data controller in relation to the personal data **you** supply in making a request for service or benefit or for cover under **BD Assistance** is **RAC** Motoring Services (RACMS), (Registered No: 01424399, with ICO Registration Z6342667), Registered Office: **RAC** House, Brockhurst Crescent, Walsall, WS54AW.

RACMS will share the information **you** provide, together with other information, with its group companies†. **RAC** group companies (RACGC) will use this for administration and **customer** services. RACGC may disclose **your** information to **our** service providers and agents for these purposes. RACGC may keep **your** information for a reasonable period to contact **you** about **our** services. RACGC may transfer **your** information outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest, or for administrative purposes.

When **you** give **us** information about another person, **you** confirm that **they** have authorised **you** to act for them, to consent to the processing and use of **their** personal data in the manner described in this notice and to receive on **their** behalf any data protection notice. **You** have the right to ask for a copy of **your** information held by RACGC (for which RACGC will charge a small fee) and to correct any inaccuracies. RACGC may record telephone calls for staff training and evidential purposes.

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.

Sensitive data

By proceeding with this **BD Assistance**, **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:

- Share information about you with other organisations and public bodies including the police;
- 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.

Provided by **RAC** Motoring Services Registered No 01424399 and/or **RAC** Insurance Ltd Registered No 2355834. Registered in England; Registered Offices: **RAC** House, Brockhurst Crescent, Walsall WS54AW. **RAC** Motoring Services is authorised and regulated by the Financial Conduct Authority. **RAC** Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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



In the event of a Breakdown and to summon assistance in the UK please call

03332023072

(numbers are mobile friendly, charged at national call rates and usually included in inclusive minute plans)