

BDAssistance

Provided by **RAC**



Contact information



ADD TO YOUR WALLET

	Telephone	In Writing
Breakdown	0333 202 3072	
Breakdown in Europe		
Calling from <i>Europe</i>	00 33 472 43 52 55*	
Calling from a French landline (freephone)	0800 290 112	
Calling from the Republic of Ireland (freephone)	1800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests		
From the <i>UK</i>	0330 159 0337	europeanclaims@rac.co.uk
From <i>Europe</i>	0044 161 332 1040*	www.rac.co.uk/europeanclaimform
Customer Services	Please refer to <i>your broker</i>	
Hearing assistance	Telephone prefix 18001 to access Typetalk or text the <i>RAC</i> on 07855 828282	

*Please replace the 00 at the beginning with 810 when in Belarus or Russia.

Telephone charges

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

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

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

If your vehicle breaks down, please provide the *RAC* with:

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

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

Contents

Remember

Please let the *RAC* know if *you* have called the *RAC* but manage to get going before the *RAC* arrive.

The *RAC* will only provide cover if the *RAC* arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by *you* or on *your* behalf.

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

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

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

Page	
2	Contact information
4	Your terms and conditions
4	Definition of words
6	Important information about your policy
8	Your Cover
8	Section A. Roadside
8	Section B. At Home
8	Section C. Recovery
9	Section D. Onward Travel
10	Section E. Misfuel Rescue
10	Section F. European Motoring Assistance
14	General Conditions
16	Additional Benefits
16	Cancellation of your BDAssistance
17	Misuse of BDAssistance
17	Renewal of BDAssistance
17	Changes to your details
18	Complaints
18	Financial Ombudsman Service
19	Financial Services Compensation Scheme
19	Law
19	Your Data

Your terms and conditions

Important information about your *BDAssistance*

Your *BDAssistance* consists of:

1. A *Breakdown* policy – one or more contracts of insurance between *you* and the insurers:
 - a) RAC Motoring Services provides insurance for Sections A, B and C; and
 - b) RAC Insurance Limited provides insurance for all other Sections.

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

2. A *schedule* detailing the type of cover *you* have, and the cost of cover. The *schedule* will detail the premium and any other charges payable. These will be made clear in advance of purchase and provided to *you* by *your broker* following purchase.

Definition of words

Any words in italics appearing throughout this *BDAssistance* have a specific meaning which the *RAC* explain below.

BDAssistance – means this *BDAssistance* policy that is subject to the terms and conditions together with *your schedule*.

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

Breakdown/Break(s) down/Broken down – means an event during the *policy period*, that stops the *vehicle* from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, mis-fuelling, but not as a result of *road traffic collision*, fire, flood, theft, acts of vandalism, any *driver induced fault*, or any key related issue other than keys locked in *your vehicle*.

Broker – means *your* insurance *broker/agent* who arrange and administer this *BDAssistance*.

Call-out/claim – means each separate request for service or benefit for cover under any Section of this *BDAssistance*.

Caravan/Trailer – means any *caravan* or *trailer* that is less than (a) 3.5 tonnes; (b) 7m (23ft) long; (c) 2.55m (8.37ft) wide; and (d) 3m (9.84ft) high.

Driver/Their/They – means *you* or any *driver* of the *vehicle* at the time a *breakdown* occurs who is authorised to be driving the *vehicle* and is permanently resident in the *UK*.

Driver induced fault – means any fault caused by actions or omissions of the *driver* of the *vehicle*, except running out of fuel and battery failure.

End date – means the date that this *BDAssistance* expires as shown on *your schedule*.

Europe – means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, 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, in the Mediterranean Sea.

Home – means the address in the *UK* where *you* live permanently, as shown on *your schedule*.

Journey – means a trip to *Europe* which begins and ends on return from *home* during the *policy period*.

Market value – means the market value in the *UK*, as reasonably determined by the *RAC* 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 the *UK* registered *vehicle* as shown on *your schedule* which is constructed or adapted to carry more than 8 but no more than 16 *passengers* in addition to the *driver* and that complies with the following specifications which are less than (a) 4.5 tonnes; (b) 2.55 metres wide; and (c) 3 metres high.

Passengers – means the *driver* and up to the number of *passengers* allowed as shown in the Vehicle Registration Document travelling in the *vehicle*.

Planned departure date – means the date when *you* intend to begin *your journey*. The *RAC* may ask for proof of this.

Policy period – means the length of time for which *your BDAssistance* is in force as shown on *your schedule*.

Policy year – means the *policy period*, from the *start date*.

RAC

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

Reimburse/Reimbursement – means *reimbursement* by *RAC* under the *reimbursement* process.

Road traffic collision – means:

1. for the purpose of Section F only, a traffic collision in *Europe* that immobilises the *vehicle*; and
2. for all other Sections, means a traffic collision involving *vehicle* within the *UK*.

Schedule – means the document entitled “*schedule*” containing important details about this *BDAssistance*.

Specialist equipment – means equipment that is not normally required by *RAC* to complete repairs and recoveries, for example winching and specialist lifting equipment.

Start date – means the date that this *BDAssistance* begins, or renews, as shown on *your schedule*.

UK – means England, Scotland, Wales, Northern Ireland, and for the purpose of this *BDAssistance* includes the Channel Islands and the Isle of Man if *you* are a resident there.

Vehicle/Vehicles – means the *UK* registered *vehicle* as shown on *your schedule* and that complies with the following specifications.

1. it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 2.55 metres wide or a *minibus*; or
2. It is a motorcycles over 49cc or a minibus and is not a mobility scooter.

You/Your – means the person taking out the *BDAssistance* as named on *your schedule*.



Important information about your policy

- This *BDAssistance* is intended to offer services relating to the *breakdown of vehicles*. Based on the information provided this *BDAssistance* meets the demands and needs of those who wish to ensure the risk of the *breakdown of vehicles* is met now and in the future and for additional cover that certain additional risks relating to the *breakdown of vehicles* are met.
- There are general conditions that apply to all Sections. There are also specific conditions that are set out in each Section that apply to each Section. *You* must meet all of these conditions.
- All requests for service must be made directly to the *RAC*.

Policy type

This *BDAssistance* covers the *vehicle* shown on *your schedule* and if registered at *your* address. The *vehicle* is covered whoever is driving.

Policy Period

The *BDAssistance* will start on the *start date* and end after the *end date* as shown on *your schedule*.

Limits of Cover

Cover under this *BDAssistance* is subject to limits on:

1. When a *claim* can be made:
 - a) no *claim* is permitted under Section A if the *breakdown* occurred prior to purchasing this *BDAssistance*;
 - b) no *claim* is permitted under sections B to F within 24 hours of the initial *start date* of the *BDAssistance*;
 - c) in order to make a *claim* under Section C (Recovery) the *RAC* must have first attended under Section A (Roadside); and
 - d) in order to make a *claim* under Section D, the *RAC* must have first attended under Section A (Roadside) or B (At *Home*).
2. The number of *claims* that can be made per *policy year* whether under a particular Section, or as a whole, one *claim* means one request for service or benefit for cover under any Section of this *BDAssistance*, regardless of who makes the *claim*.
3. The amount that is covered for certain types of *claim* or for certain sections, as set out in this *BDAssistance*.

Reimbursement

Under some sections, *you* may need to pay for the service up front and *claim* this back from us. To do so, please visit www.rac.co.uk/reimbursementclaimform. If *you* have any queries please contact Breakdown Customer care on 0330 159 0337. Please send *your* completed *claim* form with proof of payment (such as a receipt) to Customer Services. The *RAC* may ask *you* to supply original documents.

Hire Car Terms

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

Covered

1. If the *vehicle* is a *minibus*, the *RAC* will arrange and pay for the cost to hire one or more cars, up to a maximum of £25 for each passenger. The *RAC* will only provide more than one hire car if there is a passenger who can legally drive the hire car. The category of the type of hire which the *RAC* will arrange will be a small hatchback;
2. If the *vehicle* is not a *minibus*, the *RAC* will arrange and pay for a small hatchback up to 2 consecutive days or until *your vehicle* has been fixed if sooner, but cannot guarantee this and may offer more than one hire car;
3. If *you* are not eligible for a hire car arranged by the *RAC* for any reason, such as *you* do not meet the hire car provider's terms (e.g. *you* have points on *your* licence) and *you* choose to hire a car yourself, let the *RAC* know before *you* hire a car and then, provided the *RAC* have agreed the cost, the *RAC* will *reimburse you* up to £25 per *passenger* for 24 consecutive hours if the *vehicle* is a *minibus* or £35 per day up to two consecutive days if the *vehicle* is not a *minibus*;
4. Where the *RAC* arrange a hire car the *RAC* will pay the insurance and collision damage waiver (this covers the cost of damage but *you* would still need to pay the excess).

Not Covered

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

Included Benefits

As well as the cover the *RAC* provide under Sections A to E, the *RAC* offer the following benefits provided by RAC Motoring Services at no additional charge to *you* and include:

- Urgent message relay; and
- Replacement driver.

Additional Services

RAC Motoring Services can also offer additional services following a *breakdown* for an additional charge which will be agreed with *you* before service is provided.



Your Cover

Section A. Roadside

BDAssistance includes cover for Roadside.

Covered

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

1. Send help to repair the *vehicle* at the roadside. This could be a permanent or temporary repair; or
2. If the *RAC* are unable to repair the *vehicle* at the roadside, the *RAC* will recover the *vehicle* and non-fare paying *passengers* to a destination chosen by the *driver* up to a maximum of 10 miles from the *breakdown*.

If the *RAC* recover the *vehicle* to a garage, the *RAC* will *reimburse you* for taxi costs for non-fare paying *passengers* to continue the *journey* to a single destination within 20 miles.

Caravans or Trailers

If a *caravan* or *trailer breaks down* within the *UK* more than a quarter mile from *your home*, the *RAC* will send help to repair the *caravan* or *trailer* at the roadside. This could be a permanent or temporary repair.

The *RAC* will not provide any other cover under this *BDAssistance* if a *caravan* or *trailer breaks down*. However, if a *vehicle breaks down* and there is a *caravan* or *trailer* attached to it the *RAC* will recover the *caravan* or *trailer* as well.

Not Covered

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

Section B. At Home

BDAssistance includes cover for At Home.

Covered

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

Not Covered

Please see the “Not Covered” part of Section A (Roadside), which also applies here.

Section C. Recovery

BDAssistance includes cover for Recovery

Covered

If the *RAC* are unable to repair the *vehicle* under Section A (Roadside), the *RAC* will recover the *vehicle* from the *breakdown* location to:

1. A local garage; or
2. A single destination chosen by the *driver* within the *UK*. For long distances the *RAC* may use more than one recovery vehicle.

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

Not Covered

1. Please see the “Not Covered” part of Section A (Roadside), which also applies here;
2. Tyre faults where the *vehicle* is not carrying a serviceable spare tyre, the tyre repair equipment provided by the *vehicle*’s manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward travel

BDAssistance includes cover for onward travel.

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

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

1. Hire car

Covered

Please see Hire Car terms.

Hire Cars must be arranged with the *RAC* within 24 hours of the time of *breakdown*.

2. Alternative transport

Covered

If the *driver* would prefer to continue the journey by air, rail, taxi or public transport, the *RAC* will *reimburse you* for a standard class ticket:

1. If *your vehicle* is a *minibus*, up to £25 per non-fare paying *passenger* or £500 for the whole party, whichever is less, or
2. If *your vehicle* is not a *minibus*, up to £150 per non-fare paying person or £500 for the whole party, whichever is less.

3. Overnight accommodation

Covered

The *driver* may decide that waiting for the *vehicle* to be fixed is best. The *RAC* will arrange one night's bed and breakfast accommodation:

1. If *your vehicle* is a *minibus*, up to £25 per non-fare paying *passenger* or £500 for the whole party, whichever is less, or
2. If *your vehicle* is not a *minibus*, up to £150 per non-fare paying person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

Covered

The *RAC* will also help if the *driver* or one of the non-fare paying *passengers* suddenly or unexpectedly falls ill and needs medical help before the end of the *journey*. The *RAC* will help to:

1. Book one night's bed and breakfast accommodation for the *driver* and *passengers* if the hospital is more than 20 miles from *home*. The *RAC* will *reimburse you*:
 - a) If *your vehicle* is a *minibus*, up to £25 per non-fare paying passenger or £500 for the whole party, whichever is less, or
 - b) If *your vehicle* is not a *minibus*, up to £150 per non-fare paying person or £500 for the whole party, whichever is less.
2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

Not Covered

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

Your Cover

(cont.)

Section E. Misfuel Rescue

BDAssistance includes cover for Misfuel Rescue.

Covered

If *you* have, by mistake, put the incorrect fuel in *your vehicle* within the *UK* the *RAC* will send help to:

1. Drain, flush and clean the fuel system;
2. Clean, repair and replace the fuel injector system;
3. Add up to 10 litres of the correct fuel to get *you* on *your* way; and
4. Dispose of the contaminated fuel.

Not Covered

1. Any *claim* within 24 hours of purchase of a new *RAC Breakdown* Cover;
2. Damage due to wear and tear, meaning the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or *your vehicle's* mileage;
3. Damage caused by an existing fault or defect; or
4. Any damage not caused by *you* mis-fuelling.

Section F. European Motoring Assistance

BDAssistance includes cover for European Motoring Assistance.

Limits of cover

The cover under Section F is subject to an aggregate overall limit of £2,500 per *call-out* and 3 *call-outs* per *policy year*, limited to 1 *call-out* per *journey* and is subject to the further limits of cover in respect of each type of cover. Each *journey* is limited to a maximum of 90 days.

Section F1: Journey continuation in the UK

Covered

If the *RAC* attend a *breakdown* under Section A (or C) and cannot fix the *vehicle* by *your planned departure date* and *you* are within 24 hours of *your planned departure date* the *RAC* will arrange a hire car for the continuation of *your journey* up to £125 per day for up to 14 days and up to a maximum of £1,500 in total.

Not Covered

Requests following a *road traffic collision*.

Section F2: Roadside assistance in Europe

Covered

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

1. Repair the *vehicle* at the roadside. This could be a permanent or temporary repair; or
2. If the *RAC* are unable to repair the *vehicle* at the roadside, the *RAC* will:
 - a) recover the *vehicle* and *passengers* to a local garage for fault diagnosis on the *vehicle*;
 - b) pay for the initial fault diagnosis to find the next course of action;
 - c) contribute towards the garage labour charges up to £150 when the *vehicle* can be repaired on the same day;
 - d) help *you* purchase replacement parts if they cannot be found locally and pay for them to be delivered; and
 - e) the *RAC* will also relay any urgent messages from the *driver* to a contact of *their* choice.

Caravans or Trailers

If a *caravan* or *trailer breaks down* in *Europe*, the *RAC* will send help to repair the *caravan* or *trailer* at the roadside. This could be a permanent or temporary repair.

The *RAC* will not provide any other cover under this *BDAssistance* if a *caravan* or *trailer breaks down*. However, if a *vehicle breaks down* and there is a *caravan* or *trailer* attached to it the *RAC* will recover the *caravan* or *trailer* as well.

Not Covered

1. Repair costs, including garage labour charges:
 - a) if the *vehicle* was in a *road traffic collision*; or
 - b) if the *vehicle* repair costs will be more than its *market value*.
2. The costs of any parts.

Note: By claiming under this Section *you* are authorising the *RAC* and the garage to undertake fault diagnosis.

Section F3: Onward travel in Europe

Covered

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

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

1. Alternative transport

Covered

1. A hire car as a replacement until the *vehicle* has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

Covered

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

Not Covered

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

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

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

Getting your passengers home

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

1. The *vehicle* is brought back *home* under Section F4; or
2. Once the *RAC* establish that the repair costs to the *vehicle* exceed its *market value* under Section F4.

Your Cover

(cont.)

Section F4: Getting your vehicle home

Covered

If the *RAC* attend a *breakdown* or is involved in a *road traffic collision* in *Europe* under Section F2 and the *vehicle* cannot be repaired before the *drivers* planned return to the *UK*, the *RAC* will arrange and pay for:

1. Recovery of the *vehicle* to a single destination of the *drivers* choice within the *UK*; and
2. Storage charges for the *vehicle* whilst awaiting the *vehicle* to be returned to the *UK*; or
3. If the *vehicle* is repaired in *Europe*, the cost of one person to travel to collect the *vehicle* by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the *vehicle* is greater than its *market value* as a result of a *breakdown* and it has to be disposed of abroad under Customs supervision, the *RAC* will pay the cost of the import duty;
5. *Reimbursement* for a hire car in the *UK* once the *RAC* have brought *passengers home* under Section F3 until the *vehicle* is brought back to the *UK*, up to 2 consecutive days in total.

The *RAC* will take the non-fare paying *passengers* in the *vehicle home* under Section F3 (Onward Travel in *Europe*).

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

Not Covered

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

Important

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

Section F5: Vehicle break-in emergency repairs

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

Covered

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

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

Not Covered

1. The cost of any parts; or
2. Any benefits under any other Section of this *BDAssistance*.

Section F6: Replacement Driver

Covered

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

Not Covered

1. If there is another qualified driver who is a *passenger* and who is fit and legally able to drive the *vehicle*.
2. Any benefits under any other Section of this *BDAssistance*.

General conditions for Section F

1. The *RAC* will not cover any *call-out* for any repairs to a *vehicle* which are not essential in order to continue the *journey*.
2. Any *claim* which the driver could make under any other insurance policy. If the value of the *call-out* is more than the amount which can be recovered under another policy the *RAC* may pay the difference, subject to the limits as set out in this *BDAssistance*.
3. *You* must make sure the *vehicle* meets all relevant laws of the countries visited during a *journey*.
4. How the exchange rate is calculated.
 - a) Any costs incurred directly by the *RAC* in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
 - b) Costs incurred by *you* in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by *your* credit or debit provider; or
 - ii. at the exchange rate used by the *RAC* when *your claim* form is received if *you* paid in cash.
5. The *RAC* will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between *you* and the garage/repairer.
6. When a hire car, taxi, hotel or similar benefit is arranged under this *BDAssistance*, the *RAC* will always try to find a suitable option that is available at the time, however:
 - a) the *RAC* are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst reputable companies are used, the *RAC* are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company.

Your Cover

(cont.)

7. If, following a *breakdown*, the *vehicle* needs to be repaired, *you* must not delay or refuse repairs whilst *you* are in *Europe*. If *you* do and, in the reasonable opinion of the *RAC*, that would lead to additional costs being incurred, the *RAC* reserve the right to refuse to provide cover under Section F3 (Onward travel in Europe) or Section F4 (Getting your vehicle home).
8. If the *breakdown* or *road traffic collision* is caused by flooding brought about by adverse weather the *RAC* will only arrange for the *vehicle* to be taken to a local repairer. All further service will be an additional cost paid by *you*, or must be referred to the *vehicle's* motor insurer.
9. In handling *breakdown call-outs* there may be more than one option available to *you* under this *BDAssistance*. The *RAC* will decide which is the most appropriate option based on the expertise of the *RAC* in *breakdown* situations. In doing so the *RAC* will act in consultation with *you* and act reasonably at all times.
10. *BDAssistance* does not cover:
 - a) *vehicle* storage charges, other than under Section F4;
 - b) *call-outs* if *you* are not carrying a serviceable spare tyre, the tyre repair equipment provided by the *vehicle's* manufacturer or a locking wheel nut;
 - c) the hire of *minibuses*, motorhomes, motorcycles, *caravans*, trailers or vans;
 - d) overloading of a *vehicle* under the laws in any country in which the *vehicle* is travelling;
 - e) *breakdowns* or *road traffic collisions* caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

The following conditions apply to all sections of this *BDAssistance*. If *you* do not comply the *RAC* can refuse cover and/or cancel *your BDAssistance*.

1. *You* must pay *your* premium.
2. *You* must request services directly from us, as the *RAC* will only provide cover if the *RAC* make arrangements to help *you*.
3. Where the *breakdown* is caused by a component failure this must stop the *vehicle* from working, so for example an air-conditioning failure in itself does not constitute a *breakdown* and the illumination of a warning light does not always constitute a *breakdown*. If it does not, *you* will need to take *your vehicle* to a place of repair and *your BDAssistance* will not cover this.
4. The *RAC* will not cover any *claim* where the *vehicle* is already at a garage or other place of repair.
5. Where the *RAC* deem, acting reasonably, that *you* requested service to avoid the cost of repairing the *vehicle* or to correct an attempted repair by someone else, the *RAC* will not provide cover.
6. A driver must be with the *vehicle* when the *RAC* attend.
7. *You* are responsible at all times for the care of *your* personal belongings, valuables, luggage and goods in or on a *vehicle*. The *RAC* will not be responsible for any loss of or damage to them.
8. Where the *RAC* recover *passengers* under the age of 16, they must be accompanied by an adult.
9. The *RAC* will not allow animals in their vehicles, except guide dogs. Any animals can remain in the *vehicle* at the driver's own risk. The *RAC* will not be liable for any injury to animals or damage caused by them. The *RAC* will not transport any livestock. The *RAC* will not be responsible for any costs relating to animals.
10. The *vehicle* must not carry more *passengers* than the number stated in the *vehicle's* registration document. Each *passenger* must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.

11. Where the *RAC* provide a repair to the *vehicle*, whilst the *RAC* are responsible for that repair, this does not mean that the *RAC* are confirming the legal and roadworthy condition of the *vehicle*. This remains *your* responsibility.
12. The *RAC* will not be responsible for any losses that may incur following a *breakdown* that are not expressly covered by this *BDAssistance*. For example, the *RAC* will not pay for any loss of earnings or missed appointments.
13. The *RAC* do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the *RAC* will try to check that the garage will undertake the type of repairs required, the *RAC* cannot guarantee this. The *RAC* will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between *you* and the garage/repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, the *RAC*'s services can be interrupted. They will resume their service to *you* as soon as they can in these circumstances.
15. The cost of the following is not covered by this *BDAssistance*:
 - a) *specialist equipment*;
 - b) tolls, ferries or congestion charges for the *vehicle* and the *RAC*'s vehicle;
 - c) any damage to glass even if the damage means the *vehicle* cannot be legally or safely driven. The *RAC* will arrange transport to a local garage so *you* can arrange to get the *vehicle* fixed but *you* will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them;
 - e) recovery by someone other than *RAC* even if this is requested by the emergency services; or
 - f) the *RAC* will only provide recovery once instructed to do so by the emergency services.
16. In handling any *claim* there may be more than one option available to the driver under this *BDAssistance*. The *RAC* will decide which is the most appropriate option based on the expertise of the *RAC* in *breakdown* situations. In doing so the *RAC* will act in consultation with the *driver*, and act reasonably at all times.
17. The *vehicle* must not be used for courier services.
18. *BDAssistance* does not cover:
 - a) routine servicing, maintenance or assembly of the *vehicle*;
 - b) *caravan* or *trailers*, except as described under Section A and Section F2;
 - c) use of *your vehicle* for carrying trade plates;
 - d) *breakdowns* resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - e) *breakdowns* that occur off the public highway to which the *driver* or the *RAC* have no legal access;
 - f) the *vehicle* if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - g) *vehicles* that are not in a roadworthy condition. If the *RAC* consider, acting reasonably, that the *vehicle* is not in a legal or roadworthy condition, the *RAC* can refuse to provide service. If *you* can demonstrate that the *vehicle* is roadworthy the *RAC* will provide service;
 - h) any *claim* that is or may be affected by the influence of alcohol or drugs;
 - i) any *breakdown* that is caused by or as a result of *vehicle* theft or fire; or
 - j) any *claim* under this *BDAssistance* where the *breakdown* was first reported to the *RAC* under a different policy.
 - k) If the *driver* is asked to review and approve a document recording the condition of the *vehicle*, including an electronic form, it is *their* responsibility to ensure that the record is accurate and complete and the *RAC* will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Urgent message relay

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

Replacement driver

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

Additional services

The *RAC* can provide additional services that are not included in *your BDAssistance* but the *RAC* will charge *you* for these, for example to:

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

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

Cancellation of your BDAssistance

Your right to cancel

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

1. the *start date*; or
2. the date *you* receive *your BDAssistance* documents.

If *you* do this, the *RAC* will cancel the *BDAssistance* with immediate effect from the day *you* request it and the *RAC* will refund *your* premium in full unless a *claim* has been made within this cooling off period.

At any time after the 14 day cooling off period referred to above, *you* may cancel *BDAssistance*.

Cancellations must be made by contacting *your broker*. *BDAssistance* will be cancelled with immediate effect. *You* will receive a pro-rata refund of premium if no *claims* have been made. If any *claims* have been made then no refund of premium will be given.

Our right to cancel

1. If any premium for the *BDAssistance* is not paid by a relevant date as stated on *your schedule*, *your broker* will notify *you*. All payments must be paid within 30 days of the relevant date, if not *your BDAssistance* may be cancelled; and
2. The *RAC* may cancel the *BDAssistance* in the event of misuse of this *BDAssistance* and there will be no refund of any premium;

Where the *RAC* cancel *your BDAssistance* the *RAC* will not refund any premium.

Misuse of your BDAssistance

Each driver must not:

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

If these conditions are not complied with, the RAC may:

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

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

Renewal of your BDAssistance

A new *BDAssistance* policy may be issued when *you* renew *your BDAssistance*.

Changes to your details

You must let *your broker* know immediately if *you* need to change anything on *your BDAssistance*.

If *you* change *your vehicle* *you* must call *your broker* to update *your* details. If *you* do not, *you* may not be covered.

If *you* cancel *your BDAssistance* for any reason, the whole *BDAssistance* will be cancelled and others on *your BDAssistance* will no longer be covered by us.

All communications from *your broker* or the RAC shall be deemed duly received if sent to *your last* known address.



Complaints

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

	Telephone	In Writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and Administration Complaints	Please refer to <i>your broker</i>	

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service (“ODR”) via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send *your* complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the *UK* this will be the *UK’s* Financial Ombudsman Service.

Financial Ombudsman Service

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

	Telephone	In Writing
Financial Ombudsman Service	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider *your* complaint once *you* have tried to resolve it with us. Using this complaints procedure will not affect *your* legal rights.

Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU

The cover provided by RAC Motoring Services (RACMS) under this **BDAssistance** is not covered by the FSCS.

Law

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

Your Data

Data protection statement

This section provides a short summary of how the **RAC** collect and use **your** data. Please refer to the **RAC**'s website at rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy for full details of how the **RAC** use **your** data. Alternatively, **you** can obtain a copy of the Privacy Policy by using the contact details below.

What is your data?

There are three types of data the **RAC** hold about **you**:

1. Personal data is information the **RAC** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number;

2. The **RAC** will may also hold data about **you** that is not personal, for example, information about **your vehicle**; and
3. A small number of the **RAC** services require the collection and storing of special categories of personal data. The **RAC** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How the **RAC** obtain and collect your data

Your data may be collected in a number of different ways. For example, when **you** purchase **BDAssistance**, contact the **RAC** through social media or make a **claim** under **your BDAssistance**. The **RAC** will always need to collect, store and use information about **you** to be able to provide **you** with your **BDAssistance**.

Please note, if **you** do not provide your data the **RAC** will be unable to provide **you** with cover, as well as services related to administering **your BDAssistance**.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

1. Call the **RAC**'s Customer Service Team: 0330 159 0337; or
2. Email the **RAC**: membershipcustomercare@rac.co.uk; or
3. Write to the **RAC**:
RAC Motoring Services
Great Park Road, Bradley Stoke,
Bristol BS32 4QN.

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

0333 202 3072

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