



# Your Endsleigh Loop car insurance

Policy wording - Breakdown cover



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## Breakdown cover

(Your schedule will show if you have cover under this section)

### Terms and Conditions

This policy is a contract between **us** and **you**. **We** agree to pay for those costs set out in this policy, which occur during the **period of cover** and for which payment of the appropriate premium has been made and subject to the following policy terms and conditions.

### Definitions

The following key words or phrases have a special meaning. These words or phrases will be highlighted in bold print and will have the same meaning wherever they are used.

These additional definitions apply to this section only and where applicable replace any definitions at the start of **your motor policy** book.

#### Accident

An accidental crash immobilising the insured **vehicle**.

#### Associated private car policy

The motor insurance arranged by A-Plan Holdings (which is taken out by the policyholder to cover a private car).

#### Breakdown

Unforeseen mechanical or electrical failure during the **period of cover** in the **United Kingdom** and Europe which has either immobilised **your vehicle** or made it unsafe to drive.

#### Certificate of motor insurance

Evidence of the existence of motor insurance as by law and which forms part of **your Associated Private Car Policy**.

#### Claim

Means a call for assistance under this policy.

#### Endsleigh

A-Plan Holdings trading as Endsleigh Loop

#### Home

The address where **you** live in the **United Kingdom**.

#### Period of cover

The duration of **your** cover as stated in **your policy documents**.

#### Policy documents

This policy wording and all associated documentation provided to **you** by **your** insurer on **our** behalf.

#### Resident of the United Kingdom

A person living permanently in the **United Kingdom** or a person employed by a company having its registered office in the **United Kingdom**.

#### Specialist equipment

Equipment not carried by RAC patrols or RAC contractors.

#### The party/your party

The persons including **you**, travelling with **you** in the **vehicle**.

#### United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

#### Vehicle

The **vehicle** specified in the Fulfilment Material as being eligible to receive services under this policy.

#### We/our/us/RAC

RAC Motoring Services and/or RAC Insurance Limited.

#### You/your

The person(s) named in the **policy documents** when driving the **vehicle**, or any other person driving the **vehicle** with the owner's consent.



## Important Information

### Choice of law

The laws of England and Wales govern **your** policy, unless **you** and RAC agree otherwise and the agreement has been put in writing by RAC.

### Use of language

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

### Telephone recording

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

### What to do if you breakdown

If **you** are unfortunate enough to **breakdown**, please follow these simple steps.

1. Call the appropriate number stated in the following table.
2. Have to hand **your** cover number and **vehicle** registration.
3. Advise the operator of the location of **your vehicle** and the nature of the fault. RAC will then advise how to proceed and what form of assistance would be the most appropriate.

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

Calls may be recorded and/or monitored. Members with hearing difficulties can contact RAC through Our Minicom Supertel unit on 0800 626 389 or use the SMS facilities on 7855 828 282.

These services are not available for European incidents.

UK	<b>0300 159 0245</b>	(pay call*)
France and Monaco	<b>0800 290 112</b> <b>0472 43 52 55</b>	(freephone within France and Monaco only) (pay call)
Republic of Ireland	<b>1 800 535 005</b> <b>00 44 800 107 9058**</b>	(freephone) (pay call)
Rest of Europe	<b>00 33 472 43 52 55</b>	(pay call)
Serbia and Montenegro	<b>99 33 472 43 52 55</b>	(pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	<b>810 33 472 43 52 55</b>	(pay call)

\*calls to this number are free if included in your call plan, otherwise will be charged at a national rate. **Your** network provider may also charge **you** for this call.

\*\* If **you** are calling from a **UK** mobile phone, **your** network provider may not allow **you** to call a freephone 1800 number. Please check with **your** service provider prior to travelling. Customers who are affected can contact us on 00 44 800 107 9058. **Your** network provider may charge **you** for this call.

### Breakdowns on motorways

On continental motorways (including service areas) **you** MUST use the **roadside** emergency telephones. **You** cannot call RAC control centres from these. **You** will be connected to the police or authorised motorway service, who will send a **breakdown** recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix **your vehicle** – contact RAC using the numbers above as soon as **you** can, if possible from the recovery company's depot.

**You** may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and **you** should obtain a receipt to claim a refund on **your** return home.



## Mobiles and car phones

RAC will not reimburse the cost of any telephone calls **you** make in connection with any **breakdown** under this policy (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

## Services provided

### Service in the UK

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

### Roadside

**Your statement of insurance** will show whether **you** have cover under this section.

### What is covered

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **breakdown** to **your vehicle**, **we** will send an RAC patrol or contractor to help **you**.

**We** will try to repair **your vehicle** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which the **vehicle** is taken).

If **we** cannot repair the **vehicle** at the roadside, and **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take the **vehicle** and up to eight people to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** have no preferred destination, **we** will take the **vehicle** to a nearby garage. If **you** wish the **vehicle** to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance. If **you** need to leave **your vehicle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

### What is not covered

1. Any labour other than that incurred at the Roadside
2. Replacing tyres or windows
3. Missing or broken keys – **we** will try to arrange the services of a locksmith but **you** will have to pay for them
4. The cost of ferry crossings, road toll and congestion charges
5. **Vehicles** being demonstrated or delivered by motor traders, or used under trade plates RAC to the rescue
6. **Vehicles**, which, according to **our** patrol or contractor, had broken down or were unroadworthy before **you** took out **your** policy
7. **Vehicles**, which **breakdown** within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**
8. Contaminated fuel problems – **we** will arrange for **your vehicle** to be taken to a local garage for assistance, but **you** will have to pay for the work carried out
9. The cost of parts, fuel or other supplies
10. Any **vehicle** storage charges incurred when **you** are using **our** services
11. Labour at any garage to which the **vehicle** is taken
12. **Breakdown** caused by or following an **accident**, fire, theft or act of vandalism. If **you** call **us** for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your** insurance policy, **you** can then reclaim these costs through **your** insurance)
13. The tow or transport of any **vehicle**, which, in **our** reasonable opinion, is loaded beyond its legal limit
14. Any **vehicle** in a position where **we** cannot work on it or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved
15. Any animals in **your vehicle**, please note that their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.



## Roadside & Recovery

**Your statement of insurance will show whether you have cover under this section.**  
Roadside & Recovery has the same terms and conditions as Roadside but with the following variations.

### What is covered

If **we** cannot get **your vehicle** repaired locally within what **we** deem to be a reasonable time, **we** will take the **vehicle** and up to eight people **home** or to a single address anywhere else within the **UK**. If there are more than five people this may require two separate **vehicles**. An adult must accompany any persons under the age of 16.

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

### What is not covered

1. any **vehicle** which in **our** reasonable opinion was broken down or unroadworthy at the time **you** took out **your** policy
2. the use of Recovery as a way to avoid paying repair costs
3. a second Recovery if **we** consider that the original fault of a first Recovery has not been properly repaired
4. service within 24 hours of commencement of this policy.

## Full UK Breakdown

**Your statement of insurance will show whether you have cover under this section.**  
Full UK Breakdown has the same terms and conditions as Roadside & Recovery but with the following variations.

### At Home

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

At Home allows **you** to use Roadside within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**.

### What is not covered

1. The rectifying of failed or attempted repairs
2. The reimbursement of taxi fares
3. Service within 24 hours of commencement of this policy.

### Onward travel

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

**You** are entitled to one of the following extra benefits once **we** have decided that **we** cannot get the **vehicle** repaired locally:

- Replacement car hire
- Alternative transport costs
- Hotel accommodation

You can use the onward travel benefits from your home address or within 1/4 mile of your home address. This excludes incidents where **we** have been called to rectify failed repairs.



## Replacement car hire

### We will pay for:

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

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

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

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

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

### Alternative transport

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

### Hotel accommodation

**We** will arrange and reimburse **you** for one night's bed and breakfast for up to eight people in a hotel of **our** choice.

**We** will pay up to £150 a person or £500 for each **party** whichever is less. **You** will have to pay for any extra hotel or transport costs.

### Special medical assistance

Onward travel also provides special medical assistance. If **you** or one of **your** passengers is taken into hospital more than 20 miles from **home we** will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

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

### What is not covered

1. A second use of the onward travel benefits if the original fault has not been properly repaired
2. Other charges arising from **your** use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the **vehicle** and any costs due to **you** keeping the car after the agreed period of hire (**you** must settle these charges directly with the supplier)
3. If **you** require a second or any other type of **vehicle we** will try to arrange this for **you**. **You** will have to pay for any additional costs
4. If **you** are unfortunate enough to have an incident with the hire **vehicle** and **you** make an insurance claim, **you** will be responsible for paying any **excess**
5. Service within 24 hours of commencement of this policy
6. **Breakdowns** in the **UK** resulting from road traffic **accidents**, vandalism, fire or theft.



## Full UK & European Breakdown

**Your statement of insurance** will show whether **you** have cover under this section.

Full UK and European Breakdown has the same terms and conditions as Full UK but with the following variations.

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

European cover operates within all countries defined as Europe within the Definitions section

### Service in the UK en route to Europe

If **you** are stranded on a public highway through **breakdown** of **your vehicle** on the outward journey from **home** to **your** point of departure from the **UK** or on the inward journey from **your** point of entry to the **UK**, to **home**, **we** will provide services as if **you** were in **Europe**.

In addition **we** will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms **your vehicle** cannot be repaired within 24 hours.

### Service whilst in Europe

**You** are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the **period of cover**.

In the event of a **breakdown** **we** will pay for the following subject to the limitations for each section as described in the policy description:

#### We will pay for:

1. attendance of local **breakdown** or garage services to repair the **vehicle** at the **roadside** if possible; or
2. tow of the **vehicle** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
  - a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the **vehicle** to continue the journey on the date of **breakdown**; or
  - b) inspection fees, in the event of a **breakdown**, to confirm that the **vehicle** cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this; and
3. storage charges for the **vehicle** while awaiting repair or repatriation
4. the cost of wheel changes but not for replacement tyres.

#### We will not pay for:

1. any labour costs other than those incurred at the **roadside**. We will not pay labour costs at any garage to which the **vehicle** is taken other than under paragraph 2 above
2. repair costs, including labour, if the **vehicle** was in a road traffic **accident**, damaged by fire or stolen or is uneconomical
3. the cost of parts used for **roadside** or garage repairs
4. the cost of any repairs not directly necessary to enable the **vehicle** to continue the journey on the date of the **breakdown**
5. the cost of any other supplies, including but not limited to **specialist equipment**.

If **we** cannot repair the **vehicle** within 12 hours of being notified of a **breakdown**, then **we** will pay for either:

- a) additional accommodation expenses **we** will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while **you** wait for **your vehicle** to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the **United Kingdom**.

**We** will not pay for:

1. the costs of meals and any extra costs.

or



a) journey continuation or return **home**.

If the appropriate RAC control centre can confirm repairs to **your vehicle** will take more than 12 hours, or if **your vehicle** is to be repatriated to the **United Kingdom**, a contribution to travel expenses to allow **you** to:

1. continue the planned journey during the period **your vehicle** is not roadworthy

or

2. return **home** by direct route.

Expenses can comprise self-drive car hire up to 14 days per claim, including collision damage waiver (see Important self-drive hire car information”) and replacement Green Card as necessary, or second/standard class rail, or a combination of both. RAC will in its sole discretion decide which course of action to adopt, but RAC will take into consideration **your** preference.

**You** must collect the **vehicle** when repaired as once the **vehicle** is repaired and **you** have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if **your vehicle** is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when **your vehicle** is recovered in a roadworthy condition.

**We will not pay for:**

1. fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
2. the cost of any car hire beyond the period agreed with the appropriate RAC control centre
3. any car hire expenses after **your vehicle** is repaired except for the direct journey to return and collect it
4. first class rail fares
5. any costs under this benefit if they are for a service **you** used at the same time as the above section “Additional accommodation expenses”
6. international drop charges where a **vehicle** hired from **Europe** is dropped within the **UK**
7. the costs of hiring a motorcycle
8. any hire costs not arranged through RAC or agreed by RAC.

**Vehicle repatriation**

If RAC can confirm that repairs cannot be completed by **your** planned return date to the **United Kingdom** and providing the cost of repatriation is not uneconomical **we** will pay for **vehicle** repatriation to the **United Kingdom**.

**We** will pay for the cost of taking the **vehicle** by road transporter from **Europe** to **your home** or chosen **UK** repairer for repair.

**We** will also pay the costs of packing and freighting **your** baggage if the **vehicle** is declared a ‘Write-off’ by the **vehicle’s** insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a **UK** address from most west European countries. At busy times and from east European countries it may take longer.

If the **vehicle** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside the **vehicle**.

The roof box keys need to be left with **your vehicle** keys.

**We will not pay for:**

1. Claims for any repatriation not authorised by the appropriate RAC control centre
2. the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the **UK** market value of **your vehicle** according to Glass’s guide
3. any Claim if **your vehicle** is being repatriated and Customs in any country find its contents are breaking the law
4. any further costs in connection with the **vehicle** once declared a write-off by **us**.



### Collection of vehicle from Europe

**We** will pay up to £600 for the following costs for one person to collect **your vehicle**, repaired abroad after a **breakdown**.

1. Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
2. Additional homeward cross channel ferry or rail fare for the repaired **vehicle** (calculated by taking the actual fare less the value of any unused homeward portion of **your** original cross channel ticket).
3. Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

#### We will not pay for:

1. first class rail fares
2. the cost of any meals
3. the costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether **your vehicle** should be repaired in **Europe** for **you** (or someone nominated by **you**) to return and collect.

### Authority for repatriation or repair

If **your vehicle** is not able to be driven due to a road traffic **accident**, fire, break-in or theft, any damage which **you** are entitled to have repaired by **your vehicle** motor insurers must be reported to them immediately.

**Your** insurers must decide whether to declare the **vehicle** is a write-off, authorise repair abroad or have the **vehicle** repatriated. **We** cannot repatriate the **vehicle** unless **your** insurers first give their permission.

**We** also reserve the right to negotiate with them to reclaim costs incurred. If **your** insurers cannot or do not give permission to repatriate then it is **our** decision alone whether to declare the **vehicle** a write-off, or repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown**, or as a result of a road traffic **accident**, fire or theft, for which **you** do not have fully comprehensive cover.

### Additional services

**We** will pay for the costs of providing the following if applicable.

#### Vehicle break-in, emergency repairs

**We** will treat **your vehicle** as if a **breakdown** had occurred and **you** will be entitled to all of the services set out in this document except 'Vehicle repatriation'.

#### We will pay:

1. the cost of immediate emergency repairs, up to £175, necessary to make **your vehicle** secure in the event of damage to window, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided **you** report the matter to the police either before contacting **us** or within 24 hours of contacting **us**, and **you** have obtained a written report from the police.

#### We will not pay for:

1. the cost of repairs if they are not to make **your vehicle** secure and for the reasons stated
2. any repair costs if **you** do not obtain a police report and submit it with **your** claim.
3. repatriation benefits as described under the section entitled 'Vehicle repatriation'.

### Spare parts dispatch

If as a result of a **breakdown** **your vehicle** needs parts but these are unavailable locally **we** will pay for:

1. freight, handling and ancillary charges for dispatch of spare parts not obtainable locally
2. the fare for one person to collect parts from the appropriate railway station or airport.

#### We will not pay for:

1. the cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.



## Accidental damage to or loss of tent

### We will pay:

1. Up to £35 per person per day contribution to accommodation expenses if during the **period of cover you** are camping and your tent is damaged accidentally making it unusable, or it is stolen.

Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If **your** tent is stolen **you** must report the theft to the police within 24 hours and obtain a written report.

### We will not pay for:

1. the cost of meals or any other costs
2. damage caused by weather conditions
3. the cost of a replacement tent not authorised by **us**
4. any costs if **your** tent was stolen and **you** do not report the theft to the police within 24 hours and obtain a written report.

## Urgent message relay service

### We will pay for:

1. the cost of relaying urgent messages from the appropriate RAC control centre to **your** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown, accident** or fire or if it is stolen.

### We will not pay for:

1. the cost of non urgent messages or messages to persons not described in the previous paragraph
2. the cost of relaying any urgent message not arranged through the appropriate RAC control centre.

## Replacement driver

### We will pay for:

1. the cost of providing a replacement driver to drive **your vehicle** and **your party** to **your** destination or **home**, if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

### We will not pay for:

1. replacement driver cost if there is another qualified driver in **the party** who is fit to drive.

## Customs Claims indemnity

### We will pay for continental or Irish Customs Claims for duty if:

1. the **vehicle** is beyond economic repair as a result of fire or theft in **Europe** during the journey and it has to be disposed of abroad under Customs supervision
2. it is stolen in **Europe** during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0330 159 0342 Monday to Friday 9am-5pm.

### We will not pay any import duties not relating to the **vehicle**.

There is an overall limit of £2500 per **claim** applied to the European section of this policy.



## European Claims procedure and conditions

When providing assistance **we** make every effort to meet on **your** behalf all costs within the **claim** limit. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the **United Kingdom**.

There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by: RAC Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If **you** have paid any cost which **you** believe is covered under **your** policy, please telephone **us** for a **claim** form immediately on **your** return **home**, quoting **your** policy reference number. When returning **your** completed **claim** form **you** should enclose relevant original receipts (not photocopies).

If **you** have any enquiries relating to repatriations or **claims** associated with **our** European Service, please contact **us** on 0330 159 0342.

Payment of **claims** depends on **you** complying with the following conditions for all of **your policy**:

1. **You** must keep all relevant original receipts (not photocopies) as they will be needed for any **claim**. **We** may refuse to pay expenses **you** are claiming back if **you** cannot provide original receipts or bills for the items **you** have paid.
2. **You** must make any **claim** on an RAC Claim form, please bring **your claim** to **our** attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an RAC **claim** form will not be accepted. This does not affect **your** statutory rights to take legal action in or exercise any other legal remedy.
3. If **we** pay out money for **you** under **your** policy **we** can take over **your** right to get that money back. **You** must cooperate with **us** as much as possible if requested by **us**.
4. **You** must do all **you** can to prevent **accident**, injury, loss or damage, as if you were not covered under **your policy**.
5. **You** must forward to **us** any writ, summons, legal document or other communication about the **claim** as soon as **you** receive them.
6. **You** must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help **we** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary.
7. **You** must not admit liability or offer or promise payment without **our** written permission.
8. **You** must, within 7 days of any request from **us**, send to **us** copies of any European **accident** statements (called a "Constat d'amiable" in France) and/or any police reports should **you** use the policy following a road traffic incident.

## General Conditions

### Credit card details

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

### Motorcycles

The policy covers motorcycles on the same basis as other eligible **vehicles**. However, it is not possible for **us** to hire a motorcycle if a replacement **vehicle** is required. A hire car or alternative transport will be arranged, whichever is most suitable. **We** are also unable to hire a trailer for **you** to transport **your** motorcycle.

### Caravans and trailers

The **vehicle** restrictions in this policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed seven metres. If the vehicle which has suffered a **breakdown** is towing a caravan or trailer and **we** provide Recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this policy.

**We** do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of **breakdown** or **accident** damage which cannot be repaired. It is also virtually impossible to hire **vehicles** with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing **vehicle** which cannot be repaired abroad by the return date.



### Unforeseeable losses or events

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

**We** do not guarantee the provision of any of the benefits under this document, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing service.

### Taxi bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **We** may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **us** and **we** will reimburse **you**.

### Service providers

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

### Vehicle condition

**Your vehicle** must be roadworthy and in good mechanical condition when **you** apply for cover and **you** must keep it in that condition.

### Fraud

If any **claim** is found to be fraudulent in any way **your** policy will be cancelled immediately and all claims forfeited.

## Service in Europe

### Motor insurance

RAC European cover is not motor **vehicle** insurance. **We** strongly recommend **you** tell **your** motor insurers before taking **your vehicle** abroad. If **you** do not, **your** insurance policy will only cover **you** for damage **you** might cause to other people or their property (third party cover). This means that **you** will not be covered for any loss or damage to **your vehicle**. **Your** insurers will also need to know if **you** are towing a caravan or trailer.

### Availability of service in eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western **Europe**. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. **you** should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability.

Information can be obtained from the Foreign & Commonwealth Office – [www.fco.gov.uk](http://www.fco.gov.uk)

### Important self-drive hire car information

**We** will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, **your vehicle**, if there is one available. If **you** were 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 **your party**.

Otherwise, **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your policy** will be subject to the normal conditions of the hiring company.

These will include limitations on driver age, driving convictions and other licence endorsements, etc.

The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France).



**You** credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the **vehicle**. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire **vehicle** must be the same. Switch cards and debit cards are not acceptable. If **you** leave a hire car at a different location to the one arranged by the RAC control centre **you** must pay any collection charge which may be made.

Please note that many car hire companies across **Europe** charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period **you** could be liable for the equivalent of the first £150- £550 (approximately) and have **your** credit card charged.

In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of **Europe** hire cars are not allowed to cross national borders. In Greece and eastern **Europe** international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete **your** journey. A car hired abroad must not be brought into the **United Kingdom**.

A second car hire will be arranged for the **United Kingdom** part of **your** journey.

**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, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class **vehicles** and cannot guarantee the hire of minibuses or vans.

**We** will not be responsible for any delays in obtaining a hired **vehicle** and cannot guarantee to provide it in time to connect with **your** pre-booked ferry, etc. **You** may have to collect a hired **vehicle** from the nearest available place of supply.

#### Special requirements for vehicles with over 9 seats

The supply of minibuses as a replacement Vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact **your** local Department of Transport Area Office for details.

#### Repayment of credit

**You** must pay back to **us** on demand:

1. any costs **We** have paid for which **you** are not covered under **your** policy
2. the cost of any spare parts supplied.

#### Spares dispatch

After **you** have asked the appropriate RAC control centre to dispatch parts **you** are responsible for paying for them in full, even if **you** later obtain them locally.

**We** will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

#### General Exclusions

In addition to any limits and exclusions noted elsewhere in **your** policy, **your** policy does not cover:

1. costs for anything which was not caused by the incident **you** are claiming for
2. **vehicles** which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which **breakdown** as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, **vehicles** participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but **vehicles** participating in any off-road rally will not be covered
3. the cost of all parts, garage, labour or other costs in excess of **your** policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the **UK**



4. loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a **vehicle** hired under the terms of **your** policy
6. routine servicing of **your vehicle**, replacing tyres, missing or broken keys, or replacing windows. **We** may be able to arrange for the provision of these services but **you** must pay any costs incurred. Note: keys which are locked inside a **vehicle** are covered and **we** can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at **your** risk
7. any **claim** caused directly or indirectly by:
  - a) **Your** property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any **claim** caused directly or indirectly by the overloading of **your vehicle** and/or any caravan or trailer
9. any **claim** as a result of **vehicle breakdown** due to:
  - a) running out of oil or water
  - b) frost damage
  - c) rust or corrosion
  - d) tyres which are not roadworthy
  - e) using the incorrect fuel
10. any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any **claim** where **your vehicle** is being driven by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence
12. any **claim** which **you** have made successfully under any other policy of insurance held by **you**. If the value of **your claim** is more than the amount **you** can get from **your** other insurance **we** may pay the difference subject to policy limits and exclusions
13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake
14. any period outside **your period of cover**
15. any **vehicle** other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **vehicle** and provided that the **vehicle** conforms to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
  - b) maximum overall dimensions of: length 5.5 metres; height 3 metres; width 2.25 metres (all including any load carried).

The **vehicle** restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed seven metres. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide **recovery**, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out above caravans and trailers are not covered by this policy. If the **vehicle** requires repatriation **we** will arrange for repatriation of the caravan or trailer as well.
16. any **claim** by **you** unless **you** are **resident of the United Kingdom** and the **vehicle** is registered with the DVLA in Swansea or Northern Ireland
17. any **vehicle** which is not in roadworthy and good mechanical condition at least seven days before any booked trip to Europe within **your period of cover**. **You** must also make sure it is serviced as the manufacturer recommends
18. any **vehicle** carrying more persons than recommended by the manufacturer, up to eight persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification



19. **your vehicle** if it is unattended
20. any personal effects, valuables or luggage left in **your vehicle** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the **vehicle**. These are **your** responsibility
21. specialist equipment costs – **we** will, however, arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor
22. any costs which are not directly covered by the terms and conditions of this policy.

### Your right to cancel

**You** may cancel **your** cover up to 14 days after receipt of this policy, subject to no claim having been made under this cover. **We** will refund **your** premium, less a charge for the period **you** have been insured. If **you** do not exercise this right to cancel **your** cover, it will remain in force for the term of **your Associated Private Car Policy** and **you** will be required to pay the premium. If **you** want to cancel after 14 days no refund will be payable. This cover will be automatically cancelled if **your Associated Private Car Policy** with A-Plan Holdings is cancelled. No refund will be given unless the cancellation is within the 14 day cooling off period described in the Cancellation section of this **motor policy**.

### Caring for our customers

**We** are committed to providing **you** with the highest standard of service and customer care. **We** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. Should **you** have cause for complaint about any aspect of the service **we** have provided to **you**, please contact **us** at the relevant address indicated and **we** will work with **you** to resolve **your** complaint.

**We** will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within five working days, along with a leaflet outlining **our** complaints procedures and any rights **you** may have to refer the matter to the Financial Ombudsman Service. Please quote **your** full name, membership or policy number and where applicable **your vehicle** registration in any communication. If **you** have used **our breakdown** service and are dissatisfied with any aspect of the service, please bring the complaint to **our** attention as soon as **you** can (if possible, within 28 days of becoming aware of it). This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

<b>Call our customer care number on:</b>	0330 159 0337;
<b>Write to us at:</b>	Breakdown Customer Care RAC Motoring Services Great Park Road Bristol BS32 4QN;
<b>Email us at:</b>	BreakdownCustomerCare@RAC.co.uk

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

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

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) and/or RAC Insurance Limited (Registered in England No: 2355834, Registered Office: as above). RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Conduct Authority.



## 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](https://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) for full details of how **your** data is used. 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's** 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 this **RAC Breakdown Cover**, contact the **RAC** through social media or make a claim under **your RAC Breakdown Cover**. The **RAC** will always need to collect, store and use information about **you** to be able to provide **you** with **your RAC Breakdown Cover**.

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 RAC Breakdown cover.

### How will the RAC use your data

The **RAC** will use **your** data for the administration of **your RAC Breakdown Cover**, for example, helping **you** if **you** make a claim. The **RAC** may disclose **your** personal data to service providers who provide help under **your RAC Breakdown cover**.

### 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](https://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) or contact the Data Protection Officer:

<b>Call the RAC's Customer Service Team:</b>	0330 159 0337;
<b>Write to the RAC:</b>	RAC Motoring Services Great Park Road Bristol BS32 4QN;
<b>Email the RAC:</b>	membershipcustomercare@rac.co.uk



## If you need our help...

Please call the breakdown cover advice  
helpline service on **0330 303 0021**

