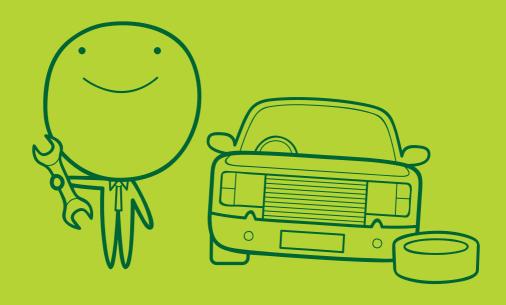
If you need breakdown assistance... ...call us straight away on 0800 028 6729. For our joint protection, calls may be recorded or monitored.





# Your breakdown policy



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# **Contact information**

	Telephone	In Writing	
Breakdown	0800 028 6729		
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	00 33 472 43 52 55* 0800 290 112 1800 535 005		
Bringing your vehicle back to the UK after a breakdown	0330 159 0342		
Claim Form Requests From the UK From Europe	0330 159 0337 0044 161 332 1040*	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform	
Customer Services	To contact Quotemehappy.com, please visit https://help.quotemehappy.com/		
Hearing assistance	Telephone prefix 18001 to access Typetalk or text the <b>RAC</b> on 07855 828282		

<sup>\*</sup>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 iunction
- 5. The number of the phone you are using
- The cause of the breakdown, if you know it
- Your credit/debit card if you need additional services

# **Contact information**

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

#### Remember

Please let 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**.

# Your terms and conditions

# **Definition of words**

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

#### Beyond economical repair

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

#### Breakdown/breaks down/broken down

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

#### Call-out/Claim

Means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover.** 

#### Caravan/Trailer

Means any caravan or trailer that is less than (a) 3.5 tonnes;

- (b) 7.0m (23ft) long;
- (c) 2.55 metres wide; and
- (d) 3 metres high.

#### Driver/Their/They

Means you or any driver of a 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 **RAC Breakdown** Cover 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, Iceland, 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 the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea.

# **Definition of words**

#### 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**.

#### **Passengers**

Means the **driver** and up to 7 people travelling in the **vehicle**.

#### Planned departure date

Means the date when **you** intend to begin **your journey**. he **RAC** may ask for proof of this.

#### Policy period

Means the length of time for which your RAC Breakdown Cover is in force as shown on your schedule.

#### Policy year

Means the **policy period**, from the **start** date.

#### Quotemehappy.com

Means Quotemehappy.com a trading name of Aviva UK Digital Limited, Pitheavis, Perth PH2 0NH who arrange and administer this **RAC Breakdown Cover**.

#### RAC

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

#### **RAC Breakdown Cover**

Means this **RAC** Breakdown policy that is subject to the terms and conditions together with **your schedule**.

#### Reimburse/Reimbursement

Means reimbursement by **RAC** under the reimbursement process.

#### Road traffic collision

Means

- for the purpose of Section E only, a traffic collision in Europe that immobilises the vehicle: and
- for all other sections, means a traffic collision involving a vehicle within the UK.

#### **Schedule**

Means the document entitled "schedule" containing important details about this **RAC Breakdown Cover and** levels of cover.

#### Specialist equipment

Means equipment that is not normally required by the **RAC** to complete repairs

# **Definition of words**

and recoveries, for example winching and specialist lifting equipment.

#### Start date

Means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your schedule**.

#### UK

Means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man if **you** are a resident there.

#### **Vehicle**

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) 6.4m (21ft) long including a tow bar; and
  - (c) 2.55 metres wide; or
- for Section E it is either a car, light van or motorhome that is less than
  - (a) 3.5 tonnes;
  - (b)7m (23ft) long including a tow bar; and
  - (c) 2.55 metres wide;
- It is a motorcycles over 121cc and is not a mobility scooter.

#### You/Your

Means the person taking out the RAC Breakdown Cover as named on your schedule.

# Important information about your RAC Breakdown Cover

- This RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. It meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of vehicles are met.
- Some sections of cover are optional.
   The ones you have chosen are listed on your schedule. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each

- section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to the RAC.

#### Your RAC Breakdown Cover consists of:

- A Breakdown Policy one or more contracts of insurance between you and the insurers - depending on the type of cover:
  - a. RAC Motoring Services provides insurance for Sections A, B and C; and
  - **b.** RAC Insurance Limited provides insurance for all other Sections.

# Important information about your RAC Breakdown Cover

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, the level of cover chosen, 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 Quotemehappy. com following purchase.

#### Policy type

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

#### **Policy Period**

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

#### **Limits of Cover**

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

- 1. When a claim can be made:
  - a. no claim is permitted under section
     A if the breakdown occurred prior to purchasing this RAC Breakdown Cover;
  - b. no claim is permitted under sections B to E within 24 hours of the initial start date of the RAC Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section;

- c. in order to make a claim under Section C (Recovery) 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 RAC Breakdown Cover, regardless of who makes the claim;
- The amount that is covered for certain types of claim or for certain sections, as set out in this RAC Breakdown Cover.

#### Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. 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 **RAC Breakdown**Cover include the supply of a hire car.

Where a hire car is available as a covered benefit, the following terms apply:

# Important information about your RAC Breakdown Cover

#### Covered

Up to 24 consecutive hours.

- The RAC will arrange and pay for the hire cost of a replacement car whilst your vehicle is being repaired. Any replacement vehicle will be limited to a small hatchback:
- 2. 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 £35 per day;
- 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

- 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.

#### Section A. Roadside

**RAC Breakdown Cover** includes cover for Roadside.

#### Covered

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

- 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 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 **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 1/4 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 RAC Breakdown Cover if a caravan or trailer breaks down. However if a vehicle breaks down and there is a caravan or trailer attached to it the RAC will recover the caravan or trailer as well.

#### **Not Covered**

- 1. The cost of any parts;
- The fitting of parts, including batteries, supplied by anyone other than us;

- Any breakdown resulting from a fault that the RAC have previously attended and:
  - a. the original fault has not been properly repaired; or
  - our advice after a temporary repair has not been followed;
- Recovery for caravans or trailers if the caravan or trailer breaks down.

#### Section B. At Home

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** 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

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** 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
- A single destination chosen by the driver within the UK. For long distances the RAC may use more than one recovery vehicle.

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

#### **Not Covered**

- 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:
- A second recovery owing to the intended original destination being closed or inaccessible.

#### Section D. Onward Travel

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** 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 up to £150 per 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, up to a value of  $\mathfrak{L}150$  per person or  $\mathfrak{L}500$  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 **passengers** suddenly or unexpectedly falls ill and needs medical help before the end of the journey. The **RAC** will help to:

- 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 up to £150 per person or £500 for the whole party; and
- 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.

#### Section E. European Motoring Assistance

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

#### Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per 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 E1: Onward travel 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 for up to 14 days.

#### **Not Covered**

Requests following a road traffic collision.

# Section E2: Roadside assistance in Europe

#### Covered

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

- 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;
- 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.

#### **Not Covered**

- 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.

#### Mis-fuelling

If the driver puts the wrong fuel in the vehicle, although this is not covered as a breakdown under this RAC Breakdown Cover, the RAC will arrange to recover the vehicle and passengers to a local garage. You are not entitled to benefits under any other section of this RAC Breakdown Cover

#### Key

If the keys are locked in the **vehicle**, the **RAC** will attend and get them out if possible, but the **RAC** are not liable if damage is caused to the **vehicle** in doing so. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

#### **Tyres**

If the **vehicle** needs a replacement tyre, although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, the **RAC** will attend and change the tyre if there is a spare or recover the **vehicle** and **passengers** to a local garage if the **vehicle** is manufactured without a spare. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

#### Section E3: 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

- A hire car as a replacement until the vehicle has been fixed, up to 14 consecutive days; or
- 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
- The decision to bring the vehicle home is made by the RAC or your motor insurer; or
- 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:

- The vehicle is brought back home under Section E4; or
- Once the RAC establish that the repair costs to the vehicle exceed its market value under Section F4.

#### Section E4: Getting your vehicle home

#### Covered

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

- Recovery of the vehicle to a single destination of the drivers choice within the UK: and
- 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 £30 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 the passengers home under Section E3 until the vehicle is brought back to the UK, up to 24 hours;

The **RAC** will take the **passengers** in the **vehicle home** under Section E3 (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;
  - relating to storage once you have been notified that the vehicle is ready to collect; or
  - 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
  - a customs officer or other official finds any contents in your vehicle that are not legal in that country;
- 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, 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 E5: Vehicle break-in emergency repairs

Before claiming under this section the breakin 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:

- immediate emergency costs incurred in order to continue the journey: or
- 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
- Any benefits under any other section of this RAC Breakdown Cover.

#### **Section E6: Replacement Driver**

#### Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill 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**

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

#### General conditions for Section E

- 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 RAC Breakdown Cover;
- 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:
    - at the exchange rate used by your credit or debit provider; or

- 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 RAC Breakdown Cover, 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
  - 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;
- 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 E3 (Onward travel in Europe) or section E4 (Getting your vehicle home);
- 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 RAC Breakdown Cover. 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. This RAC Breakdown Cover does not cover:
  - vehicle storage charges, other than under Section E4;
  - call-outs if you are not carrying a serviceable spare tyre, the tyre repair equipment provided by the manufacturer or a locking wheel nut;
  - 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; or
  - e. breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

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

- 1. You must pay your premium.
- You must request services directly from the RAC, 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 RAC Breakdown Cover 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.
- 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.
- 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 RAC Breakdown Cover. 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 **RAC Breakdown Cover**:
  - a. specialist equipment;
  - b. ferry 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; or
  - e. recovery by someone other than RAC even if this is requested by the emergency services, 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 RAC Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in breakdown situations. Indoing so the RAC will act in consultation with the driver, and act reasonably at all times.
- 17. The vehicle must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work or any business

- use other than hire and reward and/or courier services
- 18. This RAC Breakdown Cover does not cover:
  - a. routine servicing, maintenance or assembly of the vehicle;
  - caravan or trailers, except as described under Section A;
  - use of your vehicle for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
  - 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;

- any breakdown that is caused by or as a result of vehicle theft or fire; or
- j. any claim under this RAC
   Breakdown Cover where the
   breakdown was first reported to the
   RAC under a different policy.
- 19. 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:

#### Service in the Republic of Ireland

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

#### Urgent message relay

If the **vehicle** has **broken down** and the **driver** needs to get in touch with friends and family urgently, 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 RAC Breakdown Cover** but the **RAC** will charge **you** for these, for example to:

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

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 RAC Breakdown Cover, you will be responsible for any additional charges so if the RAC help someone under your RAC Breakdown Cover and they cannot pay, the RAC will invoice you. This is why the RAC request proof of identity at the breakdown.

# Cancellation of your RAC Breakdown Cover

#### Your right to cancel

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

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

If you do this, the RAC will cancel the RAC Breakdown Cover 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. If **you** downgrade **your RAC Breakdown Cover** after this cooling off period the **RAC** will not refund premium to **you**;

After this cooling off period you can still cancel your RAC Breakdown Cover.
Cancellations must be made by contacting Quotemehappy.com. RAC Breakdown Cover 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.

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

#### Our right to cancel

- If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your schedule, Quotemehappy.com will notify you. All payments must be paid within 28 days of the relevant date, if not your RAC Breakdown Cover may be cancelled; and
- The RAC may cancel the RAC
   Breakdown Cover in the event of misuse of this RAC Breakdown Cover and there will be no refund any premium;

#### Misuse of RAC Breakdown Cover

#### Each driver must not:

- Behave inappropriately towards the RAC, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade the RAC into a dishonest or illegal act;

- 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:
- Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
- 6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

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

- Restrict the cover available to you at the next renewal;
- Restrict the payment methods available to you;
- Refuse to provide any services to you under this RAC Breakdown Cover with immediate effect;
- Immediately cancel this RAC Breakdown Cover; and
- Refuse to sell any RAC Breakdown Cover 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, and the RAC Breakdown Cover 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 RAC Breakdown Cover

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

#### Changes to your details

**You** must let **Quotemehappy.com** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

**Quotemehappy.com** can be contacted by email. Please see Contact Information.

If you change your vehicle you must contact Quotemehappy.com to update your details. If you do not, you may not be covered.

The RAC will not change your RAC

Breakdown Cover into someone else's

name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and others on your RAC Breakdown Cover will no longer be covered by the RAC.

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

#### **Disability Discrimination**

If **you** have any problems reading this booklet, **you** can always call **RAC's** Customer Services on 0330 159 0337 for a large font or Braille version. For joint protection, calls may be recorded or monitored.

#### **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 **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact the **RAC** as follows:

	Phone	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	To contact Quotemehappy.com, please visit https://help.quotemehappy.com/	

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**

	Phone	In writing
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:	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 the **RAC**. Using this complaints procedure will not affect **your** legal rights.

#### **Financial Services Compensation Scheme**

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

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

Financial Services Compensation Scheme

PO Box 300 Mitcheldean

**GL17 1DY** 

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

#### Law

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

#### **Your Data**

#### **Data protection statement**

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

You can contact RAC's Data Protection Officer by emailing dpo@rac.co.uk or writing to Data Protection Officer,

RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

#### What data will RAC use?

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

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

#### How RAC collect your data

RAC obtain your data from you when you contact RAC directly. RAC also obtain your data from Quotemehappy.com when you purchase this RAC Breakdown Cover and/or if you report a new claim to Quotemehappy.com in relation to this RAC Breakdown Cover.

#### How RAC use your data

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

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

#### Your rights

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

- 1. Telephone: 0330 159 0337
- 2. Email: membershipcustomercare@rac.co.uk

**Post**: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

To find out more about us and the other things we do, visit www.quotemehappy.com. This breakdown policy is provided by RAC Motoring Services and/or RAC Insurance Limited. RAC Motoring Services (Registered in England No: 01424399. Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) and RAC Insurance Limited (Registered in England No: 2355834. Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW). RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



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