

# RAC BREAKDOWN COVER POLICY

## Drive Smart Insurance

Terms and conditions

Please read and keep for your records

## Contact information

	Telephone	In Writing
<b>Breakdown</b>	0333 202 1867	
<b>Breakdown in Europe</b> Calling from <b>Europe</b> 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	
<b>Bringing your vehicle back to the UK after a breakdown</b>	0330 159 0342	
<b>Claim Form Requests</b> From the <b>UK</b> From <b>Europe</b>	0330 159 0337 0044 161 332 1040*	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
<b>Customer Services</b>	0330 024 4692	Drive Smart Insurance Freepost Licence Number RTLH-GBUY-CKAT St James House, 27 - 34 Eastern Road Romford RM1 3NH  customerservices@drivesmartinsurance.co.uk
<b>Hearing assistance</b>	Telephone prefix 18001 to access Tynetalk or text us on 07855 828282	

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

## Telephone charges

Please note that we do not cover the cost of making or receiving telephone calls. **Our** calls 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 **us** to return a call to a mobile phone.

## If your vehicle breaks down, please provide us with

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

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

## Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive. **We** will only provide cover if **we** 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 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 **we** 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.

**We** 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 **we** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **us**.

## Contents

Contact information	2
Your terms and conditions	4
Definition of words	4
Important information about your RAC Breakdown Cover	4
Your Cover	5
Section A. Roadside	5
Section B. At Home	5
Section C. Recovery	5
Section D. Onward Travel	6
Section E. European Motoring Assistance	6
General Conditions	8
Additional Benefits	9
Cancellation of your RAC Breakdown Cover	9
Misuse of RAC Breakdown Cover	9
Renewal of RAC Breakdown Cover	10
Changes to your details	10
Complaints	10
Financial Ombudsman Service	10
Financial Services Compensation Scheme	10
Your Data	11

## Your terms and conditions

### Definition of words

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which we 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"/"break 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;

**"Drive Smart Insurance"** means Drive Smart Insurance a trading name of Sabre Insurance of 150 South Street, Dorking, Surrey RH4 2YY who arrange and administer this **RAC Breakdown Cover**;

**"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 policy schedule;

**"Europe"** means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, 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 Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

**"home"** means the address in the UK where you live permanently, as shown on your policy 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 us in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as the vehicle;

**"passengers"** means the driver and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the vehicle;

**"planned departure date"** means the date when you intend to begin your journey. We 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 policy schedule;

**"policy schedule"** means the document entitled "policy schedule" containing important details about this **RAC Breakdown Cover** and levels of cover;

**"policy year"** means the policy period, from the start date; **"RAC"/"we"/"us"/"our"**

1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D and E means RAC Insurance Limited;

3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

**"RAC Breakdown Cover"** means this **RAC Breakdown** policy that is subject to the terms and conditions together with the policy schedule;

**"reimburse"/"reimbursement"** means reimbursement by us under the reimbursement process;

**"road traffic collision"** means

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

**"specialist equipment"** means equipment that is not normally required by us to complete repairs 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 policy 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 policy 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
2. 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;
3. 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 the policy 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 policy 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 us.

Your **RAC Breakdown Cover** consists of:

1. 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.

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

2. A policy schedule- detailing the type of cover you have, the level of cover chosen, and the cost of cover. The policy schedule will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by Drive Smart Insurance following purchase.

## Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your policy 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 policy 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) we must have first attended under Section A (Roadside); and
  - d) in order to make a **claim** under Section D, we 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**;
3. 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 **us**. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://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. We 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:

### Covered

Up to 3 consecutive days or until **your vehicle** has been fixed if sooner.

1. We 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 **us** 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 **us** know before **you** hire a car, and then provided we have agreed the cost, we will **reimburse you** up to £35 per day;
3. Where we arrange a hire car we will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

### Not Covered

1. We 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 we provide under Sections A to E, we offer the following benefits provided by RAC Motoring Services at no additional charge to **you** and include:

- Urgent Message Relay; and
- Replacement Driver.

## Additional Services

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

## Your Cover

### Section A. Roadside

**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**, we will:

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

If we recover the **vehicle** to a garage, we 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**, we will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

We 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 we will recover the **caravan** or **trailer** as well.

#### Not Covered

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

### Section B. At Home

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

#### Covered

We 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 policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

#### Covered

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

1. A local garage; or

2. A single destination chosen by the **driver** within the **UK**. For long distances **we** may use more than one recovery vehicle.

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

#### Not Covered

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

### Section D. Onward Travel

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **vehicle** on the same day, **we** 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 **us** 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, **we** 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. **We** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

#### 4. Assistance in a medical emergency

##### Covered

**We** 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. **We** will help to:

1. book one night's bed and breakfast accommodation for the **driver** and **passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse you** up to £150 per person or £500 for the whole party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

##### Not Covered

**We** 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 policy 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 **we** 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** **we** will arrange a hire car for the continuation of **your journey** for up to 14 consecutive 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**, **we** will send help to either:

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

#### Not Covered

1. Repair costs, including garage labour charges:
    - a) if the **vehicle** was in a **road traffic collision**; or
    - b) if the **vehicle** repair costs will be more than its **market value**.
  2. The costs of any parts.
- Note: By claiming under this section **you** are authorising **us** 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**, **we** 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**, **we** will attend and get them out if possible, but **we** 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**, **we** 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 we establish that the repairs cannot be completed within 12 hours, we will help the **driver** by making arrangements for the **passengers** to continue the **journey**. The **driver** can choose either:

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

### 1. Alternative transport

#### Covered

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

### 2. Additional accommodation expenses

#### Covered

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

#### Not Covered

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

1. The **vehicle** has been repaired to a roadworthy condition; or
2. The decision to bring the **vehicle home** is made by us or your motor insurer; or
3. Once we 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 us within 24 hours. The **driver** can keep the hire car for longer if you agree this with us first and pay for it.

### Getting your passengers home

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

1. The **vehicle** is brought back home under Section E4; or
2. Once we establish that the repair costs to the **vehicle** exceed its **market value** under Section E4.

## Section E4: Getting your vehicle home

### Covered

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

1. Recovery of the **vehicle** to a single destination of the **drivers** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £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, we will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once we have brought the **passengers** home under Section E3 until the **vehicle** is brought back to the **UK**, for up to 3 consecutive days;

We will take the **passengers** in the **vehicle** home under Section E3 [Onward Travel in Europe].

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

### Not Covered

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

### Important

- Following our authorisation, 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 we do not bring the **vehicle** back to the **UK**, you will have 10 weeks in which to advise us of how you wish to recover or dispose of it. If you do not contact us within 10 weeks we will dispose of it at your cost.

## Section E5: Vehicle break-in emergency repairs

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

### Covered

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

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

### Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this **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, we will provide a replacement driver to allow the **journey** to continue or return home. We will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

### Not Covered

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

## General conditions for Section E

1. We 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 we may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. You must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;
4. How the exchange rate is calculated:
  - a) Any costs incurred directly by us in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
  - b) Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
    - i. at the exchange rate used by your credit or debit provider; or
    - ii. at the exchange rate used by us when your claim form is received if you paid in cash;
5. We 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**, we will always try to find a suitable option that is available at the time, however:
  - a) we are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b) for hire cars, whilst reputable companies are used, we 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 our reasonable opinion that would lead to additional costs being incurred, we reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your vehicle home);
8. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather we will only arrange for the **vehicle** to be taken to a local repairer. All further service will be 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**. We will decide which is the most appropriate option based on our expertise in **breakdown** situations. In doing so we will act in consultation with you, and act reasonably at all times;
10. This **RAC Breakdown Cover** does not cover:
  - a) vehicle storage charges, other than under Section E4;
  - b) **call-outs** if you are not carrying a serviceable spare tyre, the tyre repair equipment provided by the manufacturer or a locking wheel nut;
  - c) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
  - d) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
  - e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.
- 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. We will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, we will not provide cover.
6. A **driver** must be with the **vehicle** when we attend.
7. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a **vehicle**. We will not be responsible for any loss of or damage to them.
8. Where we recover **passengers** under the age of 16, they must be accompanied by an adult.
9. We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport any livestock. We 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 we provide a repair to the **vehicle**, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the **vehicle**. This remains your responsibility.
12. We 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, we will not pay for any loss of earnings or missed appointments.
13. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We 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, our services can be interrupted. We will resume our service to you as soon as we 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 our vehicle;
  - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. We 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 us even if this is requested by the emergency services. We 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**. We will decide which is the most appropriate option based on our expertise in **breakdown** situations. In doing so we 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.

## General Conditions

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

1. You must pay your premium.
2. You must request services directly from us, as we will only provide cover if we 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



18. This **RAC Breakdown Cover** does not cover:
- 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;
  - 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;
  - breakdowns** that occur off the public highway to which the **driver** or **we** have no legal access;
  - 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;
  - vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
  - 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
  - any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** 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 **we** 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, **we** 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), **we** 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, **we** 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**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

#### Additional services

**We** can provide additional services that are not included in **your RAC Breakdown Cover** but **we** 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
- Attend a mis-fuel event.

If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under **your RAC**

**Breakdown Cover** and they cannot pay, **we** will invoice **you**. This is why **we** 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:

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

If **you** do this, **we** will cancel the **RAC Breakdown Cover** with immediate effect from the day **you** request it and **we** 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 **we** will not refund premium to **you**;

At any time after the 14 day cooling off period referred to above, **you** may cancel **RAC Breakdown Cover** upon giving not less than 30 days' notice. Cancellations must be made by contacting **Go Girl Insurance**. **RAC Breakdown Cover** will be cancelled with effect from the 30 day notice period. There will be no refund of premium.

**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 policy schedule**, **Drive Smart Insurance** 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
- We** 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 **us**, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade **us** into a dishonest or illegal act;
- Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
- 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**;
- 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, **we** 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.

**We** 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. **We** will not refund any premium. **We** will notify **you** in writing if **we** 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 **Drive Smart Insurance** know immediately if you need to change anything on your **RAC Breakdown Cover**.

**Drive Smart Insurance** can be contacted by phone, post, or email. Please see Contact Information.

If you change your vehicle you must contact **Drive Smart Insurance** to update your details. If you do not, you may not be covered.

We 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 us.

All communications from **Drive Smart Insurance** or us shall be deemed duly received if sent to your last known address.

## Complaints

We are committed to providing excellent service. However, we realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with our services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact us 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	0330 024 4692	Drive Smart Insurance Freepost Licence Number RTLH-GBUY-CKAT St James House, 27 - 34 Eastern Road Romford RM1 3NH  customerservices@drive-smartinsurance.co.uk

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

## Financial Ombudsman Service

In the event that we 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:	Phone	In writing
	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR  <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>  www.financial-ombudsman.org.uk
The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us.		
Using this complaints procedure will not affect your legal rights.		

## Financial Services Compensation Scheme

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

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://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 **policy schedule** and other information relating to this contract will be in English.

## Your Data

### Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or **Drive Smart Insurance** supplies to us is RAC Motoring Services (RACMS). This enables **Drive Smart Insurance** to provide you with a quotation, for you and us to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit, and for administering the **RAC Breakdown Cover**.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains your personal data from **Drive Smart Insurance** for the purposes set out below. RACMS also obtains your personal data when you contact us directly in relation to your **RAC Breakdown Cover**. Please be aware that we may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that **we** obtain about **you** are:

- name;
- policy number;
- **vehicle** registration number;
- **vehicle** manufacturer;
- **vehicle** model;
- DVLA date of vehicle first registration;
- contact details;
- **vehicle** location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that **you** provide **us** from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate interests in order to:

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your RAC Breakdown Cover**; and
- contact **you** to provide **you** with the services that form part of **your RAC Breakdown Cover**

In most cases, processing the above information is necessary for the performance of a contract to which **you** are party or in order to produce a quotation at **your** request prior to entering into a contract. **We** may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of **our** legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use **your** personal data to make automated decisions to calculate, evaluate or predict the performance of **your RAC Breakdown Cover**. If **you** have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if **you** do not provide **your** personal data, **we** will be unable to provide **you** with the **RAC Breakdown Cover** **you** are requesting, as well as services related to administering **your RAC Breakdown Cover**.

RACMS will share the personal data **you** provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose **your** personal data to **our** service providers and agents for these purposes.

RACGC retains **your** personal data for so long as is necessary for **us** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia. RACGC will

only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When **you** give **us** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made. RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

**You** have a number of rights in relation to **your** personal information that **you** can choose to exercise at any time. This includes **your** right to:

- access information **we** process about **you** to obtain a copy of the data as well as receive supplementary information;
- object to **us** using particular information or using it in a particular way. **You** can let **us** know that **you** object to it and **we** will consider whether **your** request can be granted;
- rectify inaccurate information, which in most cases **you** can do this simply by getting in touch with **Drive Smart Insurance**;
- erase **your** data if **we** no longer have a legitimate basis for processing it;
- port data to another data controller or to **you** in a structured, commonly used and machine readable format.

**We** have provided a basic overview of those rights above, but if **you** would like to find out more or exercise any of these rights **you** can contact **our** Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above **you** have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require **you** to have approached RACMS first to try to resolve the matter.

† If **you** would like a list of all RAC group companies, please write to or email the Data Protection Officer.