Arrival
BREAKDOWN COVER

RAC Arrival Breakdown Cover

This online version of our terms and conditions contains our UK Breakdown, European Breakdown, Legal Care Plus and Household Legal Expenses terms and conditions in this one document

Not all sections will apply to you - see your schedule for details

PLEASE READ AND KEEP THIS HANDY

RAC

RAC Arrival Breakdown Cover UK Policy Booklet

PLEASE READ AND KEEP THIS HANDY

Contact information

Want to make a claim?

What's the claim for?	Online	Telephone
Breakdown	rac.co.uk/reportbreakdown Or, download the myRAC app. **Going online is the fastest way to report your breakdown.**	0330 159 0509 **If you have difficulty communicating, you can text us on 0785 582 8282.**
Accident Care		0330 159 0509

Get in touch

	Email or phone	Post
Customer Services	0330 159 0360 membership@rac.co.uk **You can also update your details in the myRAC app.**	RAC Arrival RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN
Legal Helpline	0330 159 8601 legaladvisory@rac.co.uk	

Options for people with communication difficulties

For members who are deaf and use Relay App or typephone, you can dial 18001 and then any of the phone numbers above for assistance.

03 numbers are charged at national call rates and are usually included in minute plans. Text messages are charged at your standard network rate. Our calls are monitored or recorded.

Your Need-to-Knows

This booklet has everything you need to know about your policy. But to make it easier to digest, we've pulled out some important bits below. Like what you need when you break down and how to keep your cover valid.

Broken down? You'll need to give us the details below

- Your name and RAC Arrival membership number. If you don't have this handy, we'll need your house number and postcode.
- The vehicle's make, model and registration number.
- Where you have broken down. This could be an address, the road name, or the motorway name and nearest junction.
- A number we can contact you on.
- Some ID. This could be a bank card or a driving licence.

Reminders to support your policy

- You must always report a breakdown to us first if you need our help. We'll not reimburse you for any costs unless we have clearly agreed.
- If any of your details change, let us know straight away. If you don't, there may be additional charges if you break down. In some cases you may not be covered. All vehicles on a vehicle-based policy must be registered to your home address and all members on a personal-based policy must live at the same home address.
- Keep your vehicle roadworthy. You'll need valid tax, insurance and an MOT or we won't be able to help if you break down.
- We're here to help. But if we tell you about a fault or carry out a temporary repair, it's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.
- We can't guarantee how quickly we'll be able to get to you after you've reported a breakdown, but we'll always take your circumstances into account.
- If you do break down, you'll be asked to read and sign a form that tells you what we found wrong with your vehicle, a suspected diagnosis is given and what you need to do. Please make sure you read and understand this.
- You are only covered for business use in your personal vehicle if you have added this extra cover to your policy.
- You are only covered for attendance in your commercial vehicle if you have added this extra cover to your policy.
- Keep a debit or credit card with you when you travel. You may need it for a hire car or to pay for things upfront, even if you're covered.

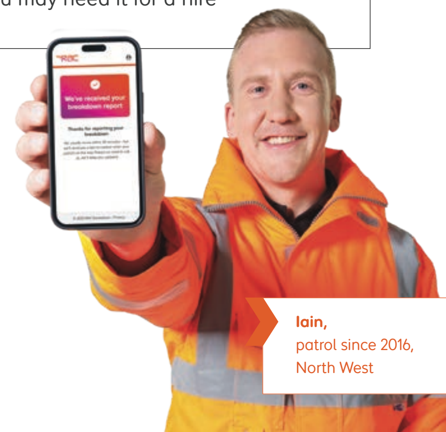
Want an easier way to report your breakdown?

Download the myRAC app on App Store or Google Play. It's the fastest and easiest way to report a breakdown.

Download and drive

Download on the App Store

GET IT ON Google Play



Iain,
patrol since 2016,
North West

Contents

Alex,
patrol since 2019,
North West

Who arranges and provides your cover?

There are 3 parts to your RAC Arrival membership:

1. Breakdown Policy

Depending on the type of cover you have bought, you will have 1 or more insurance contracts. These contracts are between you and one of our companies.

Cover type	Your contract is with
Roadside	RAC Motoring Services
At Home	
Recovery	
Included Benefits	
Business Use	
Commercial Vehicle	
Onward Travel	RAC Insurance Limited
Onward Travel Premium	
Courtesy Car	
Battery Replace	
Tyre Replace	

2. Arrangement and Administration Contract

This is a contract for services between you and RAC Financial Services Limited. It covers the administration and arrangement of your breakdown policy, which is set out in Part 2 of this booklet.

3. Schedule

Your schedule will give you details on:

- what you're covered for and how many claims you can make
- when your policy starts and ends
- how you're paying for your policy
- how much your policy will cost.

Making sense of your policy

We want our terms and conditions to be clear and easy to understand. To help with this, we use certain words in a specific way. We show the meaning of these words below. These definitions apply to all areas of your contract.

breakdown/break down/broken down
An event that happens during the time you're covered that stops the vehicle being driven. This must be because of a mechanical failure, like if your car won't start. Or an electrical failure, like loss of power. This also includes flat tyres and running out of fuel/charge. We don't consider it a breakdown if the vehicle can't be driven because of:

- a road-traffic collision
- fire, flood, theft
- acts of vandalism
- any driver-induced fault, or
- any glass damage.

driver-induced fault
Any fault caused by the driver of the vehicle, accidentally or on purpose. It includes losing or breaking your keys, or locking your keys in your vehicle.

home
Your permanent home in the UK. It's the address you will see on your schedule.

passengers
The driver and up to 16 other people travelling in the vehicle for the duration of your journey.

RAC/we/us/our

- This means RAC Motoring Services in:
  - Part 1: sections A, B, C, F and G, and
  - Included Benefits
- This means RAC Insurance Limited in:
  - Part 1: sections D, E, H and I

Every time we say RAC/we/us/our, it can also mean any person who works for any of the companies above, or we've agreed can work on our behalf.

RAC Mobile Mechanic
This is a paid-for service that is provided by the RAC. It is not included in your breakdown policy.

road-traffic collision
This is if you hit another vehicle or an object (for example, a lamppost or a tree) and damage your vehicle so it can't be driven. If changing your wheel will get you back on the road, we won't consider this a collision.

specialist resource
Resources or tools that our patrols don't usually carry. They may be needed to make a repair or recovery. It may mean a crane, tractor, or lifting equipment.

UK
In this policy, UK means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, and the Isle of Man.

you/your
This means the person who is taking out the policy. It also means any other people who are named and covered by the policy. For vehicle-based policies, it also means anyone who is authorised by the lead member to use the vehicle.

PART ONE: BREAKDOWN POLICY

How your policy works

- **Some of the cover is optional**. The options you've chosen are listed on your schedule. Please make sure this is correct. Please double-check it is right for your needs.
- On pages 19–20 of this booklet, we have listed the conditions of this policy. These apply to everything in this booklet. For your cover to be valid, you must meet all these conditions.
- All claims and requests for service must be made directly to us.

Policy types

We have 2 types of breakdown cover:

1. **Personal cover**

   This covers you as a driver or a passenger in any vehicle. You can include up to 4 other people on your policy. Anyone included in your personal cover policy must live at the same home address.

2. **Vehicle cover**

   This covers up to 3 vehicles registered at your home address. They must all be listed in your schedule. The vehicles will be covered whoever is driving.

How long am I covered for and how many claims can I make?

Monthly continuous policies

Monthly continuous policies will automatically renew every month. You can cancel your policy at any time. You can find your start date and the number of claims you can make between the start date and your review date on your schedule.

If you make the maximum number of claims before your review date, we'll let you know. Your policy will then come to an end as you will no longer be able to claim.

All other policies

If your policy period is less than 24 months, you can make a certain number of claims between your start date and your renewal date. These dates, and your claims limit, will be shown on your schedule.

What vehicles am I covered in?

The vehicles you're covered in depend on the type of policy you've bought. Some policy types may have vehicle size or weight restrictions. Please check your schedule under Policy Type to see which vehicles you are covered for.

1. **Caravan or trailer cover**
   - Any vehicle less than 3.5 tonnes is covered as long as it's designed to tow a caravan or trailer.
   - You're also covered if you wish to use your vehicle to tow any caravan, trailer or trailer tent.
2. **Motorhome**
   - There are no vehicle height, weight or length restrictions.
   - You're also covered if you wish to tow a caravan, trailer or trailer tent.
3. **Campervan**
   - Your campervan needs to weigh less than 3.5 tonnes.
   - You're also covered if you wish to tow a caravan, trailer, or trailer tent.

4. Total cover

- There are no vehicle height, weight, or length restrictions.
- You're also covered if you wish to tow a caravan, trailer, or trailer tent.

They must also be:

- Registered in the UK.
- Insured and have valid road tax (not SORN)
- Have a valid MOT certificate (unless legally exempt), and
- Owned or leased by a person (not a company) and used for private use only unless you have purchased an add-on upgrade (section F or G)

This means the vehicle should be registered in your name, or the name of another person at your address. It must only be used for social, domestic and pleasure purposes, and traveling to and from one place of work unless you have purchased an add-on upgrade (section F or G).

If you are using your vehicle for business purposes, including commuting to multiple places of work. delivering food or parcels, or carrying your work tools, you will need to have business use cover (section F).

If your vehicle is sign-written (e.g. has your business logo or information printed on it), you use your vehicle as a taxi, or you're a driving instructor, you'll need to have Commercial Vehicle cover (section G).

This applies even if you are not using the vehicle for business when you break down.

IMPORTANT

If the vehicle you break down in does not have valid tax, an MOT or insurance, we won't attend your breakdown. However, this doesn't apply if your vehicle is legally exempt from having an MOT or tax.

When can I make my first claim?

Some types of cover do not start straight away. You'll only be covered for breakdowns and events that happen after a specific period. This table explains which services you can use and when.

Cover type	From start date	24 hours after start date	7 days after start date
Roadside	✓		
At Home	✓		
Business Use	✓		
Commercial Vehicle	✓		
Recovery		✓	
Onward Travel		✓	
Onward Travel Premium		✓	
Courtesy Car		✓	
Battery Replace			✓
Tyre Replace			✓

Although Roadside and At Home won't cover you for breakdowns that happened before you bought your policy, we can still help. We'll send a patrol to repair or recover your vehicle, but you will be charged for this. This also applies if you change the vehicles or people on a policy at the time of a breakdown.

Section A – Roadside & Re-Unite

(Included)

Covered

If your vehicle or towed vehicle breaks down in the UK, more than ¼ mile from home, we'll:

Repair

Send help to repair it at the roadside – this could be a permanent or temporary repair, or

Recover

If we can't fix it at the roadside, we'll recover the vehicle (unless it's still driveable), towed vehicle, and passengers to

a. a safe location for an RAC Mobile Mechanic to attend

b. an RAC-approved garage

c. another location, up to 10 miles away from the breakdown. This could be a local garage of your choice.

Re-Unite

If you've taken your caravan or trailer to a campsite, and break down in your vehicle while on a day trip, we will:

1. try to repair the vehicle if possible; and
2. if we can't fix it at the roadside, we will recover you, your vehicle and passengers back to the campsite, as long as it's not more than 75 miles away. This will allow you to continue with your holiday.

Not covered

- The cost of any parts.
- The fitting of parts, including batteries, supplied by anyone other than us.
- Any breakdown that's caused by damage to the towing mechanism that happened beforehand, because of a road traffic collision or poor maintenance. If this does happen, we'll make sure you're at a safe location which may mean we tow you to a local lay-by if on a main road, but no further.
- Any breakdown that happens because of a fault we've looked at in the past:

  a. that hasn't been properly repaired, or

  b. that we have temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.
- The cost of any repair work carried out by an RAC Mobile Mechanic after your breakdown and rescue, including labour and parts.
- Recovering your vehicle if it's just the trailer or caravan that's broken down.
- Bringing your vehicle onto private land that we don't have permission to access.

Section B – At Home (Optional: see your schedule)

Covered
At Home gives you the benefits of Roadside cover, but we also help if you break down at home, or within ¼ mile of your home.
Not covered
• Please see the 'Not covered' part of Roadside (section A). This applies to At Home cover as well. • We will not provide services under Re-Unite if you break down at or within ¼ mile of your home.

Section C – Recovery including Arrival Return & Follow-on Recovery (Optional: see your schedule)

Covered

Recovery

If we can't repair the vehicle or towed vehicle under Roadside (section A) or At Home (section B) cover, we'll take your vehicle or towed vehicle and passengers to a single location of your choice within the UK.

For long distances, we may use more than one recovery option.

Follow-on Recovery

If your vehicle is being recovered along with your caravan or trailer, we can drop your vehicle at the garage (or any single destination) and then take your caravan or trailer to another destination up to 75 miles away. So if you keep your caravan or trailer at a storage site away from home, we'll take it back for you.

Arrival Return

You're covered under this section as long as your trip is over 48 hours.

If we recovered your vehicle to a campsite (either under Re-Unite, or this section) and your vehicle can't be fixed by your planned return home, we will:

- recover your vehicle, towed vehicle and passengers to a single location of your choice within the UK; and
- offer Follow-on Recovery as explained above.

IMPORTANT

- Where we provide recovery under this section, we'll pay for specialist resource to recover the vehicle or towed vehicle if we require it, as long as it's not on private land
- When we first arrive, you need to let us know where you'd like us to take the vehicle and passengers.

Not covered

- Please see the 'Not covered' part of Roadside (section A) and At Home (section B) on pages 12 and 13. This applies to Recovery as well.
- If your vehicle is designed to carry a spare tyre, but you are not carrying one, or it's not in safe working order, we will limit any recoveries we provide to 10 miles.
- If you are towing a suitable alternative vehicle, we will not provide recovery for you or your passengers.
- If the destination you choose is closed when we arrive, or we can't access it, we won't offer a second recovery. This applies to recovery of the vehicle, towed vehicle and passengers.

Section D – Courtesy Car, Onward Travel and Onward Travel Premium

(Optional: see your schedule to confirm your cover level)

If we attend a breakdown under Sections A (Roadside) or B (At Home), and we can't fix your vehicle on the same day, we'll help you by making arrangements to allow you to continue your journey. This is based on your circumstances and subject to availability.

If your caravan or trailer tent breaks down and you have no suitable overnight accommodation as a result, we'll provide overnight accommodation.

If you break down in a campervan or motorhome, or if both the vehicle you're driving and the vehicle your towing break down, and you have no suitable overnight accommodation as a result, we'll provide a hire car and overnight accommodation.

If only the vehicle you're driving has broken down, and you're not using it for accommodation, you can choose one of these:

a. a hire car;

b. alternative transport; or

c. overnight accommodation.

If you have Courtesy Car on your policy you can only select option 1.

If you have Onward Travel or Onward Travel Premium on your policy, you can choose one of the following options.

Option 1 Hire car

Covered

- You're covered for a hire car up to the limits set out below.
- Hire cars must be arranged with us within 24 hours of the breakdown.
- We will try and provide a car with a tow bar if needed but can't guarantee this.
- If we arrange the car hire, we'll pay the insurance and collision-damage waiver. This covers the cost of damage, but there may still be an excess to pay if you have an accident.
- If you don't meet the terms of the car-hire provider we arrange and you decide to hire a car yourself, let us know. If we've agreed the cost beforehand, we'll reimburse you up to the limits of your policy. The reimbursement process is set out in Section J.

Not covered

- Hire car cover will stop once the vehicle has been fixed or the limit has been reached, whichever happens soonest.
- We won't provide a specific car type or model, adapted vehicles or accessories.
- We won't cover any cost of:
  - delivering and collecting the hire car and any fuel used unless you have Onward Travel Premium
  - fuel while using the hire car, or
  - insurance excess or additional costs.

Continues overleaf

Limits		
Courtesy Car	**Onward Travel**	**Onward Travel Premium**
Up to 3 days or £35 per day.	Up to 3 days or £35 per day.	Up to 7 days or £500.
Small hatchback with five seats.	Small hatchback with five seats.	Vehicle of a similar size to your own. We will not supply a Campervan or Motorhome. If you breakdown in one of these vehicles, we will supply you with a medium sized vehicle depending on availability.
		Delivering and collecting the hire car.

Option 2 Alternative transport

Covered

- If you would prefer to continue your journey in the UK by air, rail, taxi, or public transport, we'll reimburse you. We can cover a standard-class ticket.

Limits		
Courtesy Car	**Onward Travel**	**Onward Travel Premium**
Not covered.	Up to £150 per person or £500 for the whole party, whichever is less.	Up to £500.

Option 3 Overnight accommodation

Covered

- You may decide that you would like to wait with your vehicle while it's being fixed. Or if the vehicle which has broken down is also your planned accommodation. We'll arrange one night's accommodation (including breakfast).

Not covered

- Evening meals.
- Alcohol.
- Accommodation if you break down less than 20 miles from home.

Limits		
Courtesy Car	**Onward Travel**	**Onward Travel Premium**
Not covered.	Up to £150 per person or £500 for the whole party, whichever is less.	Up to £500.

Medical emergencies

Covered

As part of your Onward Travel cover, we'll also help if you or one of your passengers suddenly or unexpectedly falls ill or is injured and needs medical help before the end of your journey. We will help you:

- Book one night's bed and breakfast accommodation for you and your 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
- Arrange to get the patient home or to a local hospital as soon as they are fit to travel. We will require written confirmation from the treating hospital.

Not covered

We will not assist you where you or one of your 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 – Business Use (Optional: see your schedule)

This add-on (extra cover) is for people who use a vehicle for business use.

This could include parcel or food delivery drivers, mobile hairdressers, pet groomers, carers, or those who travel to more than one place of work. You will need this add-on even if you are using the vehicle for personal use when you break down.

Covered

We will extend your cover so that you can use a vehicle for business use.

Not covered

- Vehicles registered to a business.
- Vehicles that are sign written or have a logo on.
- Taxi's or used for hire and reward.
- Vehicles used for driving instructors.

Section F – Commercial Vehicle (Optional: see your schedule)

Your schedule will list which vehicles are covered by this policy.

Covered

We will extend your cover to a nominated vehicle you use for business that is:

- Sign written (this means it displays a business logo or advertising)
- Used for hire and reward (this means it is a taxi or private hire vehicle) or
- that you use as a driving instructor.

Not covered

- Vehicles not nominated for this cover.
- Vehicles not registered to your home address.

Important

If your vehicle is a taxi or used for private hire and you have onward travel (section D) we will not provide onward travel benefits for your passengers. You will also not be able to use any replacement vehicle we provide you for the purposes of hire or reward.

Section G – Battery Replace

(Optional: see your schedule)

If your vehicle breaks down within ¼ mile of your home, you must have At Home cover (section B) to make a claim or you will be asked to pay a callout charge.

Cover is limited to the amount shown on your schedule. Your schedule will list which vehicles are covered by this policy.

Covered
If we attend a breakdown caused by a fault with your vehicle's starter battery and we can't recharge it, we'll: • fit a new battery • dispose of the battery we've replaced.
Not covered
• Batteries that need to be fitted by a manufacturer or garage. • Electric or hybrid vehicles, motorhomes, kit cars, or quad bikes. • Breakdowns that have been caused by incorrect or incorrectly fitted batteries. • Batteries that have been misused or abused. • Breakdowns that happen because of a fault we've looked at in the past and have temporarily repaired, but you haven't followed our advice afterwards.

Section H – Tyre Replace

(Optional: see your schedule)

If your vehicle breaks down within ¼ mile of your home, you must have At Home cover (section B) to make a claim or you will be asked to pay a callout charge.

Cover is limited to the amount shown in your schedule. Your schedule will list which vehicles are covered by this policy.

If your tyres are maliciously damaged, you must report it to the police within 72 hours. You will need a crime reference number to make a claim.

Covered
If your vehicle can't be driven because of damage to one or more of the tyres fitted to it, we can help. We cover accidental and malicious damage, and punctures. • We'll arrange and pay for a replacement tyre at an RAC Tyre Garage. • If we can't arrange and pay for a replacement tyre, we'll agree and authorise you to get the tyre replaced yourself and claim back the money from us. The reimbursement process is Section H on page 18. To get you to an RAC Tyre Garage we'll do one of the following: a. carry out a temporary repair to allow you to drive there or b. fit your spare wheel or c. fit an RAC temporary spare wheel, or d. tow you to the nearest RAC Tyre Garage. e. The replacement tyres we offer will be subject to availability and of similar standard to the ones already on your vehicle up to the claims limit.

Not covered
• Tyres below the legal tread. • Tyres on motorhomes, caravans, or trailers. • Any tyres that are not damaged. If you decide to replace additional tyres (for example, because you want to replace them as a pair), we won't cover the additional tyres. • Damage caused by incorrect maintenance of your vehicle. This could be damage caused by uneven wear on tyres because of poor tyre pressure, misaligned wheels, defective steering or suspension. • Damage caused by wear and tear, a road traffic collision, or misuse. • Tyres on kit cars, motorcycles, quad bikes, trikes.

Section I – Hire-car terms and reimbursement

Hire-car terms

These terms are for when we provide you a hire car or where we agree to reimburse you for one.

Covered
You're covered for up to 72 hours, or until your vehicle has been fixed (if sooner). • We'll arrange for the hire of a small hatchback car with 5 seats. • We will try and provide a car with a tow bar if needed but can't guarantee this • If you don't meet the terms of the car-hire provider we arrange and you decide to hire a car yourself, let us know. If we've agreed the cost beforehand, we'll reimburse you up to £35 per day. The reimbursement process is below. • If we arrange the car hire, we'll pay the insurance and collision-damage waiver. This covers the cost of damage, but there may still be an excess to pay if you have an accident.
Not covered
• We won't provide a specific car type, model, or accessories or adapted vehicles. • Any cost of: a. delivery and collection of the hire car and any fuel used b. insurance excess or additional costs.

Reimbursement

For some of our cover options, you may need to pay for the service upfront and claim back the money from us.

To do this, please visit rac.co.uk/reimbursementclaimform. If you have any questions, contact us on 0333 2021 877. Please send us your completed form within 90 days of your breakdown using the contact details on the form. We'll need to see proof of payment, so please send us the original receipt.

IMPORTANT

We won't reimburse any costs that haven't been arranged through us or agreed by us.

Your policy conditions

The following conditions apply to all sections of this policy, if you do not comply we can refuse cover and/or cancel your policy.

1. **Membership cost** You must pay the agreed cost of your membership.
2. **Direct request for services** You must request services directly from us. We'll only provide cover if we've arranged or authorised your services. If your vehicle is already at a garage or another place of repair, you won't be covered.

   We will not cover any claim where the vehicle is already at a garage or other place of repair.
3. **Callout to avoid repair cost** If we have reason to think you have called us out to avoid the cost of repairing your vehicle, or to correct a repair that's been tried by someone else, we won't provide cover.
4. **Driver must be with the vehicle** If you have Personal cover, you must be with the vehicle at the time of the breakdown, and when we attend. For Vehicle cover, there must be a driver with the vehicle when we attend. If there isn't, we won't be able to provide service. If you have a policy with an excess (see your schedule) and have paid the excess, we won't refund this.
5. **Vehicle contents** Don't leave valuables in the car. We can't cover any loss or damage to the vehicle's contents.
6. **Under-16s** If we need to recover passengers under the age of 16, they must be accompanied by an adult.
7. **Animals** The only animals allowed in RAC vehicles are assistance dogs. However, if your vehicle needs to be recovered, animals can stay in your vehicle at your own risk. Or, we'll do our best to find an alternative way to transport them. We won't be liable for any injury to animals, or damage they cause. We do not transport livestock. We're not responsible for any costs relating to animals.
8. **Roadworthiness** If we repair your vehicle, we're responsible for that repair but this doesn't mean we're confirming the vehicle's legal and roadworthy condition. This is your responsibility.
9. **Uninsured losses** We won't be responsible for any losses after a breakdown that aren't listed in this policy. For example, we won't pay for any loss of earnings or missed appointments.
10. **Garage closed or unable to help** If we take your vehicle to a garage, we can't guarantee it will be open or that repairs will start straight away. We'll try to check that the garage can do the kind of repairs needed, but we can't guarantee this. We won't take responsibility for repairs, whether done by an RAC Approved Garage or not. The contract for repairs will be between you and the garage/repairer.
11. **Attendance times** We can't guarantee how quickly we'll be able to get to you after you've reported a breakdown, but we'll always try to take your circumstances into account. The estimated times we give you may change because of things outside of our control, including traffic, accidents, and weather. If we think it's the best solution for you, we may send one of our trusted partners to help you.
12. **Events outside of our control** may stop us being able to offer you our service as usual. These could include such things as terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible.
13. **Breakdowns on motorways or dual carriageways** If you break down on a motorway or dual carriageway, we may need to get the local highways authority or emergency services to take you to safe place before we can attend – for example, a breakdown on a live lane of a motorway.
14. **Choice of options** If you make a claim, there may be more than one option available to you. Based on our experience and expertise, we'll recommend what we think is the best option. We'll always discuss your options with you clearly.
15. **Other things not covered** This policy doesn't cover:
    a. damage to glass, even if the damage means you can't legally or safely drive. We'll arrange transport to a local garage so you can get your vehicle fixed, but you will have to pay for this
    b. spare tyres and wheels and repairing or sourcing them
    c. routine servicing, maintenance, or assembly of your vehicle
    d. breakdowns that happen during events or activities where the normal rules of the road don't apply. For example, we won't attend breakdowns on racetracks, or if you have been immediately recovered from a racetrack
    e. tolls, ferries or congestion charges for your vehicle, towed vehicle or our vehicle
    f. breakdown and recovery in a place you or we have no legal access to
    g. vehicles that aren't being used in line with the maker's guidelines
    h. vehicles that aren't in good enough condition to drive. If we think your vehicle isn't in good enough condition to be legally driven, we can refuse you service
    i. claim that is or may be affected by the influence of alcohol or drugs
    j. a breakdown caused by vehicle theft or fire
    k. vehicle-storage charges. If your vehicle can't be delivered as agreed and is being stored, we'll contact you at your last-known address. We'll provide details on collecting your vehicle and any fees that may be payable. In extreme instances, if you haven't collected or paid for the vehicle, it may be destroyed. We'll try to contact you before this happens.

Included benefits

The following are provided at no additional charge:

Accident care

We may be able to help if you have a road-traffic collision with another vehicle in the UK and your vehicle cannot be driven or you (or your passengers) have been injured. We won't cover costs for any of the services that we arrange.

Post-accident assistance

Call us from the accident location straight away, on 0330 159 0509.

We can give you help and advice on:

- arranging recovery for your vehicle
- getting you and your passengers to a safe place
- arranging a replacement vehicle for you, if needed
- offering and arranging repairs at an RAC Approved Garage
- your rights to claim compensation if the road-traffic collision wasn't your fault.

Road-traffic collision assistance

We can transport your vehicle up to 150 miles from where the road-traffic collision happened, but there's a charge for this. We'll make sure you know about the charge before agreeing to recovery. We can help you recover these costs from your motor insurer or the responsible third party. If this isn't successful, you will be asked to pay us within 180 days.

Telephone legal helpline

We can give you free advice on any personal legal matter within the UK. When possible, we'll let you know your legal rights, the options available to you and how you can act on them. If we think you need to hire a solicitor, we'll let you know.

You can call our legal team 24 hours a day, 7 days a week, all year round on 0330 159 8601.

We can't help you with:

- business or commercial advice, immigration or judicial review
- advice when we reasonably believe we've already given you every option available
- advice against us.

RAC Motoring Services is regulated by the Financial Conduct Authority in respect of regulated claims management services.

Service in the Republic of Ireland

If the home address listed on your policy is in Northern Ireland and you break down in the Republic of Ireland, we'll offer roadside attendance. This is described in Roadside (section A). If you have Recovery (section C), we'll recover your vehicle to your home or to another destination in Northern Ireland if it's closer.

If the home address listed on your policy is in mainland UK and you break down in the Republic of Ireland, we'll only provide roadside attendance (section A).

Urgent message relay

If your vehicle has broken down and you need to contact friends and family urgently, we'll try to get a message to them for you.

Replacement driver or recovery, in the event of illness

This service can help if you unexpectedly fall ill or are injured during a journey in the UK. If there's no one in your party who can drive the vehicle instead of you, we may be able to offer you a replacement driver or recover your vehicle and passengers to a single destination in the UK. This is discretionary, so we'll decide whether to provide this service. We'll need a medical expert to confirm in writing that you are unable to drive.

Paul,
patrol since 1996,
East

Additional services:

We offer these services as part of your breakdown policy package

1. Misfuelling

If you have a diesel vehicle and by mistake put petrol in it we'll send help to:

a. drain, flush and clean out the fuel system;

b. add up to 10 litres of diesel, or enough to get you to the nearest filling station; and

c. dispose of the contaminated fuel.

We may need to tow your vehicle to a local garage and then to the nearest filling station in order to provide this service.

If this does not get your vehicle going again and you have Section C (Recovery) shown on your schedule, we'll recover the vehicle, towed vehicle, and passengers to a single destination of your choice within the UK. For long distances we may use more than one recovery vehicle.

2. Getting stuck in snow, mud, flood or sand

If your vehicle, or towed vehicle, gets stuck in snow, mud, flood or sand we'll help to get you out if it's safe for us to do so. If needed, we'll also pay for a specialist to recover your vehicle, or towed vehicle, providing it is not on private land.

3. Sourcing a leisure battery

If your Motorhome, Campervan or caravan has a faulty leisure battery, we can help you source and fit a replacement, if one is available. This service will be for an additional charge which we will agree with you in advance.

4. Vehicle keys

If you lose or damage your keys we will help you get in contact with a locksmith who can assist you. You'll need to pay for their services.

Cancelling your policy

You can cancel your policy at any time. How much money you will get back depends on:

- the type and length of policy you have
- whether you have made a claim
- when you cancel
- if an arrangement and administration fee applies.

After you have bought your policy, there's a 'cooling-off period'. Our cooling-off period starts the moment you buy the policy and ends:

- 14 days after the start date listed in your schedule, or
- 14 days after you receive your documents, if this is later.

You can use the table below to see how we'll deal with your cancellation.

Most policies have 2 parts to their premium: breakdown cover, and arrangement and administration. The total cost of your policy includes a fee for both parts. Your schedule will show if an arrangement and administration fee applies and how much it is.

Length of policy	Within the cooling-off period	After the cooling-off period
Monthly continuous renewal	**If you haven't used our service:** We'll give you a full refund and we'll take no further payments. **If you have used our service:** You won't receive a refund and we'll take no further payments.	You won't receive a refund but we won't take any further payments, even if you have used our service.
Annual policies	**If you haven't used our service:** We'll refund the breakdown part of your policy in full. If you have paid an arrangement and administration fee, we'll keep up to £25 of it. **If you have used our service:** We'll also keep £85 for each time you have called us out. Don't worry, we won't ever charge you more than the total cost of your cover.	**If you haven't used our service:** If you have paid an arrangement and administration fee, we'll keep some of this fee to fairly reflect the time you have been covered. We'll also keep up to £50 of what's left. For the breakdown part of your policy, we'll refund what you paid, minus an amount to reflect the time you have been covered. **If you have used our service:** We'll also keep £85 for each time you have called us out. Don't worry, we won't ever charge you more than the total cost of your cover.

Your policy can only be cancelled by the lead member (as shown on your schedule).

IMPORTANT

Cancelling a direct debit won't always cancel your policy. To cancel, please contact Customer Services.

Our right to cancel

- If you don't pay for your policy on time, we'll let you know and we may cancel your policy.
- We may cancel your policy at any time. We'll refund any money you have paid, minus an amount for the time you have been covered. If we cancel because you have misused your policy, we won't refund you in line with our cancellation terms.
- If we cancel a monthly continuous policy, we'll let you know one month before the date we plan to end the policy.

Misuse of your policy

You must not:
• behave inappropriately towards us – this includes acting in a threatening or abusive manner, physically or verbally
• persuade or try to persuade us to do anything dishonest or illegal
• fail to mention important facts about a breakdown to make sure you can use our service
• knowingly let someone who isn't covered by your policy try to claim on it
• give payment details that you know will fail, with no intention of making a successful payment.
If these conditions aren't met, we may:
• limit the cover we offer you at your next renewal
• limit the payment options we'll accept from you
• refuse to give you service under your policy immediately
• cancel your policy immediately
• refuse to sell you any policy or services in the future.

If we find any of your claims are fraudulent, we'll cancel your policy from the date of the fraud and we'll reject the fraudulent claim. You won't receive any refund.

We'll let you know in writing if we decide to take any of these steps.

Using your policy for commercial use

If we think you are using this policy for commercial use (such as if you are a motor trader and call us out to several vehicles in a short space of time) we may cancel your policy by giving you 30 days' notice.

We will consider a refund based on your circumstances and give you details of our commercial breakdown cover.

Renewing your policy

You can see what kind of policy you have by checking your schedule.

Monthly continuous policies

If you have a monthly continuous policy, we'll automatically renew it every month until you or we cancel it.

Don't worry, we'll keep in touch with you and write to you before your review date to remind you of the cover you have and let you know of any changes.

All other policies

We'll contact you at your last-known postal or email address before the renewal date to confirm if you would like to continue with us. We'll also let you know about any changes to your policy.

If you have chosen automatic renewal, you don't need to do anything to stay covered. Your policy will renew, and we'll collect payment for your policy (each month or year) on your renewal date. If you want to stop your policy from automatically renewing, you can do this at any time – just contact us.

If your payment-card details have changed, we'll ask your card provider to update them so we can renew. This is allowed under the Card Merchant Operating Instructions.

If you have let us know that you don't want to renew automatically and you haven't allowed us to keep your account details, your policy will finish at the end of the policy period.

Changing your details

If you need to change anything on your policy, please let us know immediately. This includes:

- people listed on your policy
- vehicles listed on your policy.

To make a change to your policy, please contact us by phone, post or email. Please see our contact information on page 3.

You can change the people or vehicles listed on your policy up to 3 times a year at no extra cost as long as you're not already broken down. If you need to make changes more than 3 times in a year, we'll charge a £15 administration fee per extra change. We'll only accept changes authorised by the lead member of your policy. We'll send you a revised schedule listing the new details. If you need to change or add a person or vehicle to your policy at the time of a breakdown there will be a charge for this.

If you change your vehicle, you won't be able to claim under Battery Replace (section G) or Tyre Replace (section H) for any event that happens in the first 7 days after the change.

We can't change your policy into someone else's name. If you cancel your policy for any reason, the whole policy will be cancelled. That means no one on your policy will be covered. We can set up a new policy for others, if needed.

If we send letters or documents to your last-known home or email address, we'll consider them to have been received. It's your responsibility to keep your contact details up to date. The quickest and easiest way to update your details is on the myRAC app.

Complaints

We are committed to giving our customers excellent service. We know, however, that sometimes you may feel you don't get the service you expect.

If you're unhappy with our services, please contact us.

	Phone/email	In writing
Complaints about the services we've provided	0330 159 0337 breakdowncustomercare@rac.co.uk	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN www.rac.co.uk/complaints
Legal helpline-related complaints	0330 159 0610 legalcustomercare@rac.co.uk	Legal Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN www.rac.co.uk/complaints
Complaints about how your policy was sold or managed	0330 159 0360 membershipcustomercare@rac.co.uk	Membership Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN www.rac.co.uk/complaints

Financial Ombudsman Service

If we can't resolve your complaint for you, you may be able to refer your complaint to the Financial Ombudsman Service at this address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: Complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The Financial Ombudsman Service will only engage with your complaint if you have already tried to resolve it with us.

Using this complaints procedure will not affect your legal rights.

Financial Service Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If we can't meet our obligations to provide you with cover, you may be entitled to compensation from the FSCS.

You can find out more about the FSCS and how it works at:

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

Website: fscs.org.uk

The FSCS cannot help regarding the cover provided by RAC Motoring Services (Roadside, At Home or Recovery) under this policy.

Law

These contracts (and any dispute or claim about them) are subject to interpretation in line with the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the schedule) and other information relating to this contract will be in English.

Our regulators

RAC Motoring Services is authorised and regulated by the Financial Conduct Authority.

Their FCA number is 310208.

RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Their FCA number is 202737.

You can check this information on the Financial Services Register at:

Website: register.fca.org.uk

Phone: 0800 111 6768

PART 2: RAC ARRANGEMENT AND ADMINISTRATION CONTRACT

This is the contract between you and RAC Financial Services Limited.

Under this contract, we'll arrange and administer the RAC Breakdown Policy on your behalf.

Throughout this Arrangement and Administration Contract, we'll use "RACFS" for RAC Financial Services Limited.

When does the Arrangement and Administration Contract start and end?

The Arrangement and Administration Contract starts and ends at the same time as your Breakdown Policy. You can find the exact dates in your schedule. Your Arrangement and Administration Contract can't be cancelled independently of your RAC Breakdown Policy.

Who owns and regulates RAC Financial Services Limited (RACFS)?

RACFS is owned by:

RAC Group Limited (Registered No: 00229121) Registered in England.

Registered offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RACFS is authorised and regulated by the Financial Conduct Authority (FCA).

The FCA is an independent body that regulates the financial services industry in the UK. RACFS is an insurance intermediary. It arranges and administers contracts of general insurance. Our FCA number is 313989.

You can check this information on the Financial Services Register at:

register.fca.org.uk
0800 111 6768

Which companies does RACFS deal with?

RACFS deals with RAC Motoring Services (RACMS) and RAC Insurance Limited (RACIL).

RACMS provides Roadside, Recovery and At Home insurance. It also provides our Business Use add-on. This is set out in your Breakdown Policy. RACIL provides all other insurances set out in the Breakdown Policy.

RACFS acts as an agent of RACMS and RACIL when selling the RAC Breakdown Policy and renewing the RAC Arrival membership. These are the only providers of breakdown assistance available through RACFS.

What services does RACFS provide?

RACFS provides the services shown on page 31.

Arranging breakdown cover

RACFS will give you information on the breakdown cover available from RACMS and RACIL under an RAC Arrival membership. We'll ask you questions to help narrow down the level and type of breakdown cover that will suit your needs. You won't receive advice or recommendations on the level or type of breakdown cover to buy. You will need to make your own choice on which level and type of breakdown cover you want.

Once you decide what cover you would like, RACFS will arrange it for you with RACMS and RACIL. These services will include:

- letting you know the total cost of cover for your policy
- arranging payment of the total cost of cover for your policy
- sending policy documents to you.

Review of a monthly continuous policy

RACFS will contact you, before your review date, to remind you of the cover you have. We'll let you know if RACMS or RACIL plan to make any changes to your breakdown policy. This could include changes to the cost of the breakdown policy or other terms and conditions.

Renewal of all other policies

RACFS will contact you, before your renewal date, to let you know if any changes are planned. This could include changes to the cost of the Breakdown Policy or other terms and conditions. We'll also tell you how much you need to pay for the next policy period. We'll arrange for your policy to continue with RACMS and RACIL.

Administering breakdown cover

After arranging breakdown cover, RACFS will administer it for you. This will include:

- supplying replacement policy documents
- notifying RACMS and RACIL of any changes to your policy and keeping your records up to date
- dealing with questions about your policy
- changing how you pay for your policy
- managing cancellation of your policy
- collecting your policy payment and other charges and fees
- making changes to the cover you hold under your RAC Arrival membership.

If you want to change the type or level of cover, RACFS will give you information to help you decide. We'll arrange any changes to the policy with RACMS and RACIL. This includes:

- arranging any additional payments for the change in cover and sending you any relevant policy documents
- letting you know of any changes made by RACMS or RACIL to the terms and conditions
- keeping records of your cover under the RAC Arrival membership, and a copy of the policy booklet and schedule issued to you.

How can you contact RACFS?

If you need to contact us about any of the services in Part 2 of this booklet, or if you have any questions about your policy, please contact us.

General questions	0330 159 0360	Membership RAC Financial Services Great Park Road Bradley Stoke Bristol BS32 4QN Email: membership@rac.co.uk

If you're not happy with your Breakdown Policy or Included Benefits (in Part 1 of this booklet), please see page 3 for contact details.

What will I have to pay for services provided by RACFS?

RACFS may charge you a fixed arrangement and administration fee. This will be part of the total cost of RAC Arrival membership. Other services may be provided to you for no extra charge. What you need to pay will be made clear to you before entering a contract, and at renewal or annual review.

RACFS will collect the administration fee at the same time as it collects the cost of cover for your Breakdown Policy and using the same payment method.

For more details, please see your schedule. It will list the arrangement and administration fee as a separate item.

If you cancel your RAC Arrival membership, that will end this contract. RACFS may keep all or part of your administration fee. The table on page 24 explains how this works.

Risk of insolvency

All money that RACFS receives for your Breakdown Policy is held on behalf of RACMS or RACIL (as applicable). This means you have no risk if RACFS becomes insolvent – the insurer is considered paid and the insurance is still valid. It does mean, however, that if RACMS or RACIL becomes insolvent, no money will be returnable to you.

Matters outside RACFS's reasonable control

Events outside of RACFS's control may stop us being able to offer you our service as usual. These could include such things as terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible.

Exclusion of RACFS's liability

As far as it is allowed by law, RACFS will not have any responsibility for:

1. increased costs or expenses
2. any loss of profit, business, contracts, revenue, or anticipated savings
3. any losses that happen because of or in connection with our service, that we couldn't have known would happen. This applies whether these losses happen because of negligence, breach of contract, or otherwise.

But, to avoid any doubt, nothing in this clause or Arrangement and Administration Contract reduces or excludes RACFS's liability for negligence resulting in death or personal injury.

What to do if you have a complaint

If you're not happy with any part of the administration services provided by RACFS under this contract, please contact us.

If we can't resolve your complaint for you, you can refer your complaint to the Financial Ombudsman Service at this address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone: 0800 0234567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The Financial Ombudsman Service will only engage with your complaint if you have already tried to resolve it with us. Using this complaints procedure does not affect your legal rights.

Is RACFS covered by the Financial Services Compensation Scheme (FSCS)?

Yes. If RACFS can't meet its obligations, you may be entitled to compensation from the FSCS.

You can find out more about the FSCS and how it works at:

fscs.org.uk

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

Use of English law and language

RACFS will communicate with you about this administration contract and your policy in English. Unless agreed otherwise, this contract will be subject to the laws of England and Wales.

Your Data

In this section, where we say "we", we mean the RAC Group of Companies which includes RAC Financial Services Limited, RAC Motoring Services and RAC Insurance Limited.

This section explains how we collect and use information about you and who we share it with. Our privacy policy has more details about our use of your data. You can find it at rac.co.uk/privacy-policy. You can also request a copy by phone, email, or post. Just use the contact details listed later in this section.

This section applies to both contracts in this policy:

- Part 1: Breakdown Policy
- Part 2: Arrangement and Administration Contract.

What information about you do we use?

We may collect information about you. This includes the following things:

- **Information about you**
  Your name, address, phone number, email address.
- **Information about your passengers**
  Names and home addresses.
- **Location information**
  The location of you and your vehicle, plus information about any relevant journeys.
- **Policy information**
  Your policy number, policy start date and end date.
- **Vehicle information**
  Vehicle registration number, manufacturer, model, date of first registration with the DVLA.
- **Breakdown information**
  Information about the cause of your breakdown.
- **Payment details**
  Credit or debit card details.
- **Expenses information**
  If the RAC pays for any of your expenses, we will need details of those expenses.
- **Health information**
  In limited circumstances, the RAC may ask for information about your health and wellbeing. This is to make sure the RAC can fulfil your policy properly, particularly if this involves helping you in a medical emergency.

How we collect your data

At times, we'll collect information about you. This includes:

- when you apply for RAC Arrival membership through our website or over the phone
- when you contact us on social media or online
- when you ask for service under your policy
- from third parties, like the DVLA.

Why we collect your information

We use your information to help you with your RAC Arrival membership, offer our other products and services, meet our legitimate business interests, and for legal and regulatory purposes.

Who will you share my information with?

At times, we may share your information. Examples include the following:

1. We may share your data with the RAC group of companies (including RAC Insurance Limited and RAC Motoring Services Limited).
2. To allow us to give you the service you have requested, we may also share your data with external service providers, such as the Camping & Caravan Club ('C&CC') and specialists. Your information may also be shared for market research.
3. If we need to recover unpaid debts to the RAC, we may share your data with debt-recovery agencies.
4. Your data may be shared with external organisations to help us prevent and detect fraud. This includes credit-reference agencies and organisations that check your identity.
5. In some cases, we must share your data with statutory bodies or organisations to help prevent or detect fraud.

Contacting our Data Protection Office (DPO)

Email	dpo@rac.co.uk
Post:	Data Protection Officer RAC House Great Park Road Bradley Stoke Bristol BS32 4QN

Your rights

You have rights over your personal data and how it's used. For more information about your rights, please visit rac.co.uk/privacy-policy, contact our Data Protection Officer, or contact the RAC Customer Centre.

Telephone	0330 159 0360
Email	dpo@rac.co.uk
Writing	Freepost RTLA-HZB-CESE RAC Financial Services Limited Customer Services Team PO Box 586 Bristol BS34 9GB

Glen,
patrol since 2018,
North West

If you would like these terms and conditions in audio or large print format, please get in contact with us at membership@rac.co.uk.

Breakdown cover arranged and administered by RAC Financial Services Limited (Registered No 05171817) and provided by RAC Motoring Services (Registered No 01424399) and/or RAC Insurance Ltd (Registered No 2355834). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services and RAC Financial Services Limited are authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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Arrival
BREAKDOWN COVER

RAC Arrival Breakdown Cover European Policy Booklet

PLEASE READ AND KEEP THIS HANDY

Contact information

Want to make a claim?

What's the claim for?	Telephone
Breakdown in UK	0330 159 0509
Breakdown in Europe Calling from Europe Calling from the Republic of Ireland (freephone)	 +33 472 4352 44 1 800 535 005
Bringing your vehicle back to the UK after a breakdown in Europe	0330 159 0342
European Legal Care claims	0333 202 2981

Get in touch

	Email or phone	Post
Customer Services	0330 159 0360 membership@rac.co.uk	RAC Arrival RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN
Options for people with communication difficulties Use Typetalk by dialling 18001, then use one of the phone numbers listed above.		

03 numbers are charged at national call rates and are usually included in minute plans. Text messages are charged at your standard network rate. Our calls are monitored or recorded.

Your Need-to-Knows

This booklet has everything you need to know about your policy. But to make it easier to digest, we've pulled out some important bits below. Like what you need when you break down and how to keep your cover valid.

Broken down? You'll need to give us the details below

- Your name and RAC Arrival membership number. If you don't have this handy, we'll need your house number and postcode.
- The vehicle's make, model and registration number.
- Where you have broken down. This could be an address, the road name, or the motorway name and nearest junction.
- A number we can contact you on.
- Some ID. This could be a bank card or a driving licence.

Just so you know

- Trips must start and end in the UK. You need to have cover for the total length of your trip.
- To make a claim, always call us and allow us to assess the claim. If you don't speak to us before requesting services, you will not be covered.
- If any of your details change, update us straight away or you may not be covered. All vehicles must be registered in the UK. If you have a personal-based policy, all members must live at the same home address.
- Keep your vehicle roadworthy. You'll need valid tax, insurance and MOT or we won't be able to help if you break down even if you are in Europe.
- If you break down on a private motorway, use the emergency telephone. If you break down anywhere else, call us first.
- If you fail to contact us within 24 hours of the breakdown, we may not be able to provide you services. For example, if you delay calling us, it could mean there isn't time to repair your vehicle before your planned departure. In that case, we won't get your vehicle home or reimburse you for garage support.
- We will only provide cover if we arrange help or have agreed in advance to reimburse you for help that you've arranged.

Keep these with you...

- **Credit card** If you need to arrange a hire car, the provider will need both a valid, full UK driver's licence and a credit card in the driver's name. Please make sure you bring one on your journey. Debit cards won't be accepted.
- **Log Book (V5C)** You must take your vehicle's log book (V5C) with you when travelling to Europe.
- **Passport** Some garages in Europe will need to see your passport before they begin any repairs.

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

Motorways in many European countries are privately managed. If your vehicle or towed vehicle breaks down or is in a road traffic collision on a private motorway or motorway service area you must use the roadside emergency telephones before contacting us. They can tell you whether the RAC can attend, or if they need to send their own recovery vehicle. If the vehicle, or towed vehicle needs to be recovered by the police or authorised motorway services, you may have to pay labour and towing charges on the spot. A standard tariff is normally applied.

We will reimburse these charges if the vehicle, or towed vehicle is towed to the recovery company's depot. This may apply to other roads in Europe, so we recommend you use the emergency phones where available. If they refuse to send a recovery vehicle, you should contact us.

Contents

Who arranges and provides your cover?

There are 3 parts to your RAC Arrival European membership:

1. Breakdown Policy

This is a contract of insurance between you and RAC Insurance Limited.

2. Arrangement and Administration Contract

This is a contract for services between you and RAC Financial Services Limited. This is to cover the administration and arrangement of your breakdown policy.

3. Schedule

Your schedule will give you details on:

- what you're covered for and how many claims you can make
- when your policy starts and ends
- how you're paying for your policy
- how much your policy will cost.

Making sense of your policy

We want our terms and conditions to be clear and easy to understand. To help with this, we use certain words in a specific way. We show the meaning of these words below. These definitions apply to all areas of your contract.

breakdown/break down/broken down
An event that happens during the time you're covered that stops the vehicle or towed vehicle being driven. This must be because of a mechanical failure, like if your car won't start. Or an electrical failure, like loss of power. This also includes flat tyres. We don't consider it a breakdown if the vehicle can't be driven because of:

- a road-traffic collision
- fire, flood, theft
- acts of vandalism
- any driver-induced fault, or
- any glass damage.

home
Your permanent home in the UK. It's the address you will see on your schedule.

journey
A trip in Europe that begins when you and your vehicle (including any towed vehicle) leave your home address. This must be on or after the start date of your policy. The journey ends when you return home, during the period you're covered.

market value
What your vehicle or towed vehicle is worth in the UK, as determined by us. This will be from Glass's Guide or another appropriate trade vehicle valuation guide, based on a vehicle of equivalent age, make, recorded mileage and value.

passengers
The driver and up to 16 other people travelling in the vehicle.

RAC/we/us/our
This means RAC Insurance Limited

Every time we say 'RAC'/'we'/'us'/'our' it can also mean any person who works for RAC Insurance limited of we've agreed can work on our behalf.

specialist resource
Resources or tools that our patrols don't usually carry. They may be needed to make a repair or recovery. It may mean a crane, tractor, or lifting equipment.

UK
In this policy, 'UK' means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, and the Isle of Man.

you/your
This means the person who is taking out the policy. It also means any other people who are named and covered by the policy. For vehicle-based policies, it also means anyone who is authorised by the lead member to use the vehicle.

PART ONE: BREAKDOWN POLICY

How your policy works

- This policy is to help you if your vehicle or towed vehicle breaks down while you're travelling in Europe.
- On pages 57–58 of this booklet, we have listed the conditions of this policy. These apply to everything in this booklet. For your cover to be valid, you must meet all these conditions.
- Each breakdown event will be classed as a claim.

Policy types, duration and claims:

We have 2 types of policies for Arrival European:

1. **As an add-on to your UK Arrival Breakdown policy**
   - If you break down in the UK before or after your trip you will need to use your UK Arrival Breakdown policy.
   - This add-on policy will cover the same people or vehicles as your Arrival UK policy and last for the same length of time.
   - If you cancel your UK Breakdown policy this add-on will also be cancelled.
   - You are covered on an annual basis of 5 claims up to a max of 350 days per trip.
2. **As a standalone policy – you don't have to have Arrival UK Breakdown**
   - This is a vehicle-based standalone policy which provides support for your nominated vehicle while on your way to Europe, while you are in Europe and on your way home from the port/station.
   - You do not need to have a UK policy to purchase this cover.
   - Your policy length can be a short trip covering one trip to Europe for up to 90 days or annual policy which covers you for multiple trips up to a max of 350 days per trip.

Policy length and number of claims

Policy type	Policy length
Annual Standalone Policy or Annual Add-on Policy	• This policy will last for one year from your start date. • You can make up to 5 claims per policy period.
Single Trip Standalone Policy	• You can choose how long you're covered for when you buy your policy, as listed on your schedule. • You are covered for one claim in Europe within the policy period and 1 claim in the UK under Section A.

What vehicles am I covered in?

You are covered for cars, light vans, motorhomes, minibuses or motorcycles that are 121cc or over and any vehicle on tow, up to the claims limit.

They must also be:

- Registered in the UK.
- Insured.
- Have a valid MOT and have a valid road Tax (not SORN) (Unless legally exempt).

We do not cover vehicles being used for business use at time of breakdown.

If you're towing a caravan or trailer all the benefits we provide to your vehicle will also apply to your caravan or trailer.

We can't arrange replacement caravans or trailers, however. Similarly, we cannot usually hire vehicles with tow bars. So, if your vehicle breaks down you may need to leave your caravan or trailer with it while it is being repaired.

What countries am I covered in?

- **If you have bought Arrival European as a standalone policy**, the countries you're covered in will be listed on your schedule.
- **If you have bought Arrival European as an add on to your UK breakdown policy**, you're covered in all the following countries. Andorra, Albania, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, France, Finland, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Republic of North Macedonia, Romania, Russian Mainland (west of the Urals), San Marino, Spain (excluding Ceuta, Melilla and the Canary Islands), Serbia, Slovakia, Slovenia, Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine, Vatican City, and any offshore islands of the above, except overseas territories outside of Europe.

Section A – Roadside Assistance in the UK

Only available for Standalone policies

If you've bought European cover as an add-on, this section does not apply, as you'll be covered under your standard UK breakdown policy within the uk.

Covered
If your vehicle or towed vehicle breaks down in the UK up to 7 days before your trip to Europe, or in the UK whilst on your journey home from Europe, we'll: **Repair** Send help to repair it at the roadside – this could be a permanent or temporary repair, or **Recover** If we can't fix your vehicle or towed vehicle we will recover the vehicle or towed vehicle and passengers to: a. a local RAC Garage b. another local garage, or c. back to your home address.
Not covered
• The cost of any parts. • The fitting of parts, including batteries, supplied by anyone other than us. • Any breakdown that's caused by damage to the towing mechanism that happened beforehand, because of a road traffic collision or poor maintenance. If this does happen, we'll take you to a layby or service station to make sure you're safe, but no further. • Any breakdown that happens because of a fault we've looked at in the past: a. that hasn't been properly repaired, or b. that we have temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem. • Recovering your main vehicle if it's just the trailer or caravan that's broken down. • Attending or recovering your vehicle if it is on private land that we don't have permission to access.

Section B – Onward Travel in the UK

Covered
If we've attended your broken down vehicle in the UK, up to 7 days before your trip to Europe, we can help. **If you've already started your journey to Europe:** 1. we'll arrange a hire car for up to 23 days so you can continue your journey to Europe; or 2. you could choose to wait for your vehicle to be fixed in the UK. If you do this, we'll a. arrange for a small hatchback hire car for up to 3 days (up to £125 per day) to keep you mobile while you wait; and b. pay for up to 3 night's accommodation (up to £125 per person, per night, up to a total of £1500) if your broken-down vehicle is a campervan or motorhome, meaning you have nowhere to stay. **If you haven't started your journey to Europe:** We'll arrange a hire car to keep you mobile while your vehicle is being fixed. If it can't be fixed by the time you're due to leave, you can keep the car to use on your journey to Europe up to a total maximum of 23 days. Proof of upcoming travel will be required. **IMPORTANT** • If the length of your trip means you need a hire car for longer than you are entitled under this policy, we'll help to arrange an extension. However, you will need to pay for this. • If we arrange a hire car we will also transport one person to our nearest supplier to collect the hire car. • You may need to pay and claim for some of these services, but we will discuss your options at point of breakdown.
Not covered
• Any services if your towed vehicle breaks down. • Accommodation under 2b if the breakdown happens less than 20 miles from your home.

Section C – Roadside assistance in Europe

Covered
If your vehicle or towed vehicle breaks down in Europe during a journey, we can help. We'll send a local mechanic or recovery specialist to either: • Repair the vehicle or towed vehicle at the roadside. This could be a permanent or temporary repair, or • If we are unable to repair at the roadside, we will: a. recover the vehicle and passengers or towed vehicle to a local garage b. pay for an initial fault diagnosis c. contribute up to £150 towards garage labour charges if repairs can be made the same day. • We'll also get any urgent messages from you to a contact of your choice. • If we need specialist resource to recover the vehicle, or towed vehicle, as long as it isn't on private land, we will cover this up to the overall limit of £2,500.
Not covered
• If the cost to repair the vehicle is greater than the market value of vehicle or towed vehicle, we won't cover any cost towards garage labour. • The cost of any parts. **IMPORTANT** By agreeing for us to recover your vehicle or towed vehicle to a local garage you are authorising us and the garage to do an initial fault diagnosis.

Section D – Onward travel in Europe

If your vehicle or towed vehicle breaks down in Europe and we take it to a garage for repairs, we'll arrange for you and your passengers to continue your journey.

Based on your circumstances (and subject to availability) you can choose from either a hire car or alternative transport to keep you mobile, and also either overnight accommodation or we'll reimburse you for campsite fees, if your planned accommodation has been affected.

Covered

Part A
If your vehicle has broken down, you can choose from one of the 2 options below. Up to the limit of £125 per day, up to a maximum of £3,000.

1. **Hire car**
   A hire car as a replacement until your vehicle has been fixed. See hire-car terms in Section F.
   OR
2. **Alternative transport**
   A standard class ticket for travel by air, rail, taxi, or public transport if you are unable to use your vehicle.

ALSO

Part B
If you're unable to use your planned accommodation because of your breakdown, we can arrange and pay for alternative accommodation or campsite fee reimbursement, up to £100 per person per day, up to an overall maximum limit of £1,200.

1. **Alternative accommodation expenses**
   We can arrange and pay for alternative accommodation including breakfast if you don't have a suitable alternative.
   OR
2. **Campsite fees:**
   If you are towing a caravan or trailer tent when your vehicle breaks down, we will take your caravan or trailer tent to a campsite of your choice up to 120km (74.5 miles) from the garage we towed your vehicle to. We'll reimburse you for the cost of the campsite fees up to the limit shown above.

Not covered

- Any costs over the limits as set out above.
- Alternative accommodation if you already have suitable accommodation you can use. For example, if you have broken down close to your original booked accommodation.
- Campsite fees if you have a pre-booked campsite within the limits set above.

IMPORTANT

You will no longer be covered under this section once:

1. the vehicle or towed vehicle has been repaired, or
2. we have established that the cost to repair your vehicle or towed vehicle would be more than what your vehicle is worth (based on market value in the UK), or
3. we have agreed not to repair your vehicle or towed vehicle in Europe and instead agree to transport it back to the UK.

We will provide a hire car or alternative transport up to the policy limits to get you and your passengers home.

Once you've been told that your cover is ending, if you have a hire car, you must return it to the place agreed with us within 24 hours. If you want to keep the car hire for longer you must first agree this with us. You will have to pay to extend your hire.

Section E – Getting you and your vehicle home

1. Getting your vehicle home

Covered

If your vehicle or towed vehicle breaks down in Europe and can't be repaired before you plan to return home, you have three options.

1. **Sending your vehicle, caravan, or trailer back to the UK**
   - We'll arrange and pay for recovery of the vehicle, towed vehicle or both to a single UK destination of your choice.
   - We'll also arrange and pay for storage of your vehicle and/or towed vehicle while it's waiting to be returned.
   - If the vehicle that has broken down is the same one you use for day-to-day transport, we'll reimburse you for a hire car in the UK while you're waiting for your vehicle to be sent back to the UK. We will cover you for up to £40 per day, up to 14 days.
2. **Leaving your vehicle or towed vehicle in Europe to be repaired and returning to collect it**
   - If the vehicle or towed vehicle can be repaired in Europe, and we take you and your passengers home, we'll cover a single-class rail or air ticket for one person to return to Europe and collect it once it's ready. We'll also contribute £50 per day for accommodation.
   - If the vehicle that has broken down is the same one you use for day-to-day transport, while you're waiting for it to be fixed in Europe, we'll reimburse you for a hire car in the UK. You're covered for £40 per day for up to 14 days.
3. **Disposing of your vehicle abroad**
   - If you need/choose to have your vehicle or towed vehicle destroyed, we will pay the cost of import duty.

IMPORTANT

It is our decision whether to get your broken-down vehicle, or towed vehicle, home or have it repaired locally.

Not covered

1. Any costs for storage after you've been notified that your vehicle is ready to collect.
2. Cover will stop if a customs officer or any other official finds illegal contents in your vehicle.
3. Any import duties unrelated to the vehicle or towed vehicle. For example, for items carried in the vehicle.

IMPORTANT

Once we've agreed to get your vehicle back home, it can take several weeks for it to be delivered back to the UK. Especially at busy times such as Easter or Summer.

If your vehicle is not eligible to be brought back to the UK under this policy, you will need to arrange to bring it back yourself. If this has not happened after 10 weeks, we will dispose of it, and you will be liable for any charges.

2. Getting you and your passengers home

We'll provide a hire car or alternative transport (see Section D part A) to get you and your passengers home if:

- your vehicle can't be repaired by your planned departure date and we bring it home, or
- you choose for your vehicle to be disposed of abroad under section E, Part 1, Item 3.

Section F – Hire-car terms and reimbursement

Hire-car terms

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

Covered
• We'll arrange for the hire of a small hatchback car e.g. a VW Golf or Ford Focus.
• If the hire car we arrange doesn't have enough seats for your passengers, we'll arrange an extra car for you. This will only be available if someone else in your party is also legally allowed to drive.
• If we arrange the car hire, we'll pay the insurance and collision-damage waiver. This covers the cost of damage, but there may still be an excess to pay if you have an accident.
• If you don't meet the terms of the car-hire provider we arrange, for example, you are under 21 or have certain endorsements on your licence, you could hire a car yourself. Let us know, and as long as we've agreed the cost beforehand, we'll reimburse you up to limits of your policy.
• We will try to arrange a hire car with a towbar if you need one, but can't guarantee this.
Not covered
• We won't provide a specific car type, model, or accessories.
• If you're under 21 or have certain endorsements on your licence, we won't arrange a hire car for you. But if you hire one yourself we can reimburse you up to £35 a day.
• If you leave the hire car at a different location to the one arranged by us, you will need to pay the hire car company any additional costs.
• You won't be covered if you cross a border from one country to another, unless you have agreed it with us in advance. It must also be allowed by the hire-car provider. You may need to change vehicles at the border instead.
• Any cost of: a. fuel while using the hire car b. any insurance excess or additional costs c. delivery or collection of hire cars within the UK, or any fuel used.

Reimbursement

For some of our cover options, you may need to pay for the service upfront and claim back the money from us.

To do this, please visit rac.co.uk/reimbursementclaimform. If you have any questions, contact us on 0333 2021 877. Please send us your completed form within 90 days of your breakdown using the contact details on the form. We'll need to see proof of payment, so please send us the original receipt.

IMPORTANT

We won't reimburse any costs that haven't been arranged through us or agreed by us.

Help sourcing parts

If your vehicle needs to go into a garage after breaking down, we can help you get replacement parts if they can't be found locally. We will pay to get them delivered to the garage, but you'll need to pay for the parts.

Section G – Ways we can help, beyond a breakdown

In Europe

If your vehicle can't be driven, but it's not because of a mechanical or electrical breakdown, we can still help. For any of the following problems, just give us a call on +33 472 43 52 44 and we will arrange to get you to a local garage, however we will not pay for any specialist resources.

- **Road-traffic collisions**
  We will arrange recovery of your vehicle to a local garage.
- **Running out of fuel (or charge for an electric vehicle)**
  We will take you to the nearest fuel station or electric charger. You will need to pay for your fuel/charge.
- **Flat tyres**
  If your vehicle, caravan or trailer is carrying a spare tyre, we will fit this for you. If you don't have a spare tyre, we will arrange to recover your vehicle to a local garage. If a tyre needs to be ordered, we will provide additional accommodation expenses under section D.
- **Keys: locked in, stolen, broken**
  If your keys are locked in your vehicle, lost, stolen or broken, we will arrange for local experts who could help you. We are not liable if damage is caused to the vehicle in this process. You will need to pay for this service.

Vehicle break-in emergency repairs

To make a claim you need to tell the local police within 24 hours of the break-in and get a written report.

Covered
If someone in Europe breaks into your vehicle, or tries to, and damages the windows, windscreens, or locks, we will reimburse you up to £180 for:
1. immediate emergency cost to secure the vehicle. For example, calling somebody to secure a broken window, or
2. the costs of taking your vehicle to a local garage. They can make sure your car's secure and check that the break-in hasn't made it un-safe to drive.
Not covered
1. The cost of any parts.
2. Any benefits under any other section of this policy (for example Recovery, Hire car, or Getting your vehicle home).

In Europe and the UK

Replacement driver

Covered
We can help if you unexpectedly fall ill or are injured during a journey. If there's no one in your party who can drive the vehicle instead of you, we may be able to offer you a replacement driver or recover your vehicle, caravan or trailer and passengers to a single destination in the UK. We'll need a medical expert to confirm in writing that you are unable to drive.
Not covered
1. If there's another passenger who is fit and legally able to drive the vehicle. 2. Any benefits under any other section of this policy (for example Recovery, Hire car, or Getting your vehicle home).

Misfuelling

If you have a diesel vehicle and by mistake put petrol in it, we will send help to:

- Drain, flush and clean out the fuel system;
- Add up to 10 litres of diesel, or enough to get you to the nearest filling station; and
- Dispose of the contaminated fuel.

Please note: we may need to tow your vehicle to a local garage and then to the nearest filling station in order to provide this service.

Getting stuck in snow, mud, flood or sand

If your vehicle, or towed vehicle, gets stuck in snow, mud, flood or sand we will help get you out if it's safe for us to do so. If needed, we'll also pay for a specialist to recover your vehicle, or towed vehicle, providing it is not on private land. Up to a maximum of £2500.

Section H – European Legal Care

Making sense of European Legal Care

This section has some additional definitions that apply only to this section.

The definitions from 'Making sense of your policy' at the start of this booklet also apply here.

- **'accident'** A specific incident that causes you bodily injury and another party is at fault.
- **'claim'** This means an incident that falls within the terms of European Legal Care. We must have the reasonable opinion that this is the first incident that could lead to a claim being made.
- **'legal costs'**
  1. The fees, expenses, costs, and disbursements incurred by you and agreed by us in pursuing or defending a claim. They must be reasonable, proportionate, and properly incurred.
  2. The costs of a third-party which you are ordered to pay by the court, or which are agreed by us. These must be reasonable and incurred through legal proceedings.
- **'legal proceedings'** The pursuit of a claim for uninsured losses or damages. This will be either by negotiation or by civil, tribunal, or arbitration proceedings in a court in the UK or Europe. Or the defence of a motoring prosecution within a court of criminal jurisdiction in the UK or Europe.
- **'legal representative'** The solicitors or other qualified experts agreed by us to act for you. They must agree:
  – to try to recover all legal costs from the other party
  – not to submit any claim for legal costs until the end of the case
  – to keep us informed in writing of the progress of the legal proceedings.
- **'road-traffic collision'**
  – This is if you have a collision involving your vehicle for which you were not at fault and another party was at fault.
- **'uninsured losses'** These are losses that you suffer as a direct result of a road-traffic collision or bodily injury due to an accident, which are not covered by your insurance.

Let us know as soon as possible if you think you need to claim. If you don't, it may prejudice your claim and mean we cannot cover you. Call us on 0333 202 2981 for help and advice.

Uninsured loss recovery

Covered
You're covered for legal costs if you or any passengers in your vehicle are involved in an accident or road-traffic collision that isn't your fault, while you're in Europe, or on your journey there or back. If you have any uninsured losses, for example your motor insurance excess, and you need to recover the money, we will: 1. give you help and advice. You must call our helpline straight away as we won't be able to cover legal costs that haven't been agreed by us first 2. put you in touch with our legal representative who will assess your claim 3. cover you for legal costs of up to £100,000 per claim. Our legal representative will need to agree that your claim has a 51% or greater chance of success.
Not covered
If the legal representative reasonably decides that your case would fall under the Small Claims Track of the County Court (or equivalent), we won't cover you. This will only apply to you if your uninsured losses include a personal injury claim.

Legal Defence

Covered
This covers you if you receive a summons to magistrates' court (or equivalent outside of England & Wales) for an alleged motoring offence involving your vehicle. This must have happened on your journey. If you want to defend against this allegation, we will: 1. give you help and advice. You must call our helpline straight away as we won't be able to cover legal costs that haven't been agreed by us first 2. put you in touch with our legal representative who will assess your claim 3. cover you for up to £25,000 of legal costs if our legal representative agrees that your claim has a 51% or greater chance of success.
Not covered
We can't provide help if your summons is for an alcohol, drugs, or parking offence.

Travel costs

If you need to go to Europe for a medical examination or to attend court, we'll reimburse you up to £1,000 per claim. There are limits to this cover:

1. the road-traffic collision, accident or traffic offence must have happened in Europe
2. it must be for a claim we have accepted under the Uninsured Loss Recovery or Legal Defence sections
3. your costs must be reasonable. For example, you do not purchase first-class tickets if standard-class is available.

Please get in contact as soon as you become aware you need to travel. We must agree your travel costs before you book.

Conditions for European Legal Care

1. Legal claims can be complex and technical. We need you to follow our advice to continue to get funding from us. If you don't follow our advice (for example, if you delay the claim or don't submit legal costs straight away) we may refuse to cover you.
2. We will not provide costs for appeals.
3. We will not cover legal costs:
   a. that haven't been agreed by us. Or were incurred before we accepted the claim
   b. for claims because of:
      i. faults in the vehicle or faults caused by incorrect service, maintenance, or repair
      ii. a road traffic collision that happened during a race, rally or competition.
4. We may withdraw cover at any point if we believe your claim has less than a 51% chance of success.
5. You must always try to keep your losses to a minimum. If you don't take steps to prevent loss in the first place, or do anything that might unnecessarily increase your losses, we may not cover you. Please speak to us if in doubt.
6. We must choose your legal representative. If court proceedings are needed or if there's a conflict of interest, you can ask to use your own legal representative. Your suggested legal representative must agree to our standard terms of appointment. A copy of these is available on request. If we can't agree to your suggested representative, we will ask the Law Society of England and Wales to name one.
7. We will need to be able to speak directly to any legal representative – whether chosen by us, or chosen by you and agreed by us.
8. If you have a dispute with us or a complaint about our service or the legal representative we choose, let us know through our complaints procedure. Your policy won't cover the legal costs for this.
9. We may decide not to issue legal proceedings and instead pay you directly for your claim. For example, if the legal costs would be greater than the value of your claim.

Your policy conditions

The following conditions apply to all sections of this policy, if you do not comply we can refuse cover and/or cancel your policy.

1. **Membership cost** You must pay the agreed cost of your membership.
2. **Direct request for services** You must request services directly from us. We'll only provide cover if we've arranged or authorised your services. If your vehicle is already at a garage or another place of repair, you won't be covered.
3. **Living in the UK** You must be a permanent resident of the UK during the time you're covered by this policy.
4. **Making a claim** Claims made more than 24 hours after the breakdown may be refused.
5. **Callout to avoid repair cost** If we have reason to think you have called us out to avoid the cost of repairing your vehicle, or to correct a repair that's been tried by someone else, we won't provide cover.
6. **Driver with the vehicle** If you have Personal cover, you must be with the vehicle at the time of the breakdown, and when we attend. For Vehicle cover, there must be a driver with the vehicle when we attend. If there isn't, we won't be able to provide service.
7. **Vehicle contents** Don't leave valuables in the car. We can't cover any loss or damage to the vehicle's contents.
8. **Under-16s** If we need to recover passengers under the age of 16, they must be accompanied by an adult.
9. **Passengers** 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.
10. **Animals** The only animals allowed in RAC vehicles are assistance dogs. However, if your vehicle needs to be recovered, animals can stay in your vehicle at your own risk. Or, we'll do our best to find an alternative way to transport them. We won't be liable for any injury to animals, or damage they cause. We do not transport livestock. We're not responsible for any costs relating to animals.
11. **Roadworthiness** If we repair your vehicle, we're responsible for that repair but this doesn't mean we're confirming the vehicle's legal and roadworthy condition. This is your responsibility.
12. **Unlisted losses** We won't be responsible for any losses after a breakdown that aren't listed in this policy. For example, we won't pay for any loss of earnings or missed appointments.
13. **Continuing your journey** We won't cover claims for repairs that aren't essential to you continuing your journey.
14. **Local laws** You must make sure your vehicle meets all the laws of the countries you visit.
15. **Exchange rate** How we calculate exchange rate:
    a. any costs we incur directly in a currency other than GBP will be converted to GBP at the exchange rate used by us at that time
    b. any costs incurred by you in a currency other than GBP that we are going to reimburse will be converted to GBP either:
        i. at the exchange rate used by your debit or credit provider
        ii. at the exchange rate used by us when we receive your claim form, if you paid in cash.
16. **Garage closed or unable to help** If we take your vehicle to a garage, we can't guarantee it will be open or repairs will start straight away. We'll try and check that the garage can do the kind of repairs needed, but can't guarantee this.
17. **Garage repairs** We won't take responsibility for the repairs done by a garage or repairer. Any acts or omissions are their responsibility. The contract for repairs will be between you and the garage/repairer.
18. **Quality of service** When we arrange car hire, taxis, hotels and other benefits, we'll always do our best to find a suitable option for you. However:
    a. we aren't responsible for the quality or service of each individual hotel, train or taxi booked
    b. while we will always use a reputable car hire company, we aren't responsible for checking the condition of each vehicle or the service of each company.
19. **Delays to repairs** If your car needs repairs after a breakdown, you must not delay or refuse repairs while in Europe. If you do, and we believe this will lead to higher costs (for example, because your vehicle can't be repaired before you come home), we can refuse you cover under Onward Travel (Section D) and Getting your vehicle home (Section E).
20. **Event outside of our control** Events outside our control may stop us being able to offer you our service as usual. For example, terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible.
21. **Additional fees:** Your policy doesn't cover:
    a. damage to glass, even if the damage means you can't legally or safely drive. We'll arrange transport to a local garage so you can get your vehicle fixed, but you will have to pay for the repair
    b. tolls, ferries or congestion charges for your vehicle, caravan or trailer or our vehicle;
    c. spare tyres and wheels and repairing them.
22. **Other things not covered** This policy doesn't cover:
    a. routine servicing, maintenance, or assembly of your vehicle or your towed vehicle
    b. breakdowns that happen during events or activities where the normal rules of the road don't apply. For example, we won't attend breakdowns on racetracks, or if you have been immediately recovered from a racetrack
    c. breakdown and recovery in a place you or we have no legal access to
    d. vehicles that aren't being used in line with the maker's guidelines
    e. vehicles, caravans or trailers that aren't in good enough condition to drive. If we think it isn't in good enough condition to be legally driven or towed, we can refuse you service
    f. overloading of a vehicle, caravan or trailer under the laws in any country it is travelling through
    g. a claim that is or may be affected by the influence of alcohol or drugs
    h. a breakdown caused by vehicle theft or fire
    i. breakdowns caused by running out of oil or water, frost damage, rust or corrosion
    j. vehicle-storage charges. Unless its under Section E getting your vehicle home. If your vehicle can't be delivered as agreed and is being stored, we'll contact you at your last-known address. We'll provide details on collecting your vehicle and any fees that may be payable. In extreme instances, if you haven't collected or paid for the vehicle, it may be destroyed. We'll try to contact you before this happens.
23. You must make sure the vehicle, and any towed vehicle meets all relevant laws of the countries you visit during a journey.

Cancelling your policy

Your right to cancel

If your policy lasts for less than 28 days you can cancel it at any time, but you won't be refunded. Even if you cancel before the start of your trip.

If your policy lasts for more than 28 days you will have a 'cooling off' period which begins as soon as you purchase and ends 14 days after your start date, or 14 days after you receive your policy documents, whichever is later.

If you cancel within the cooling off period	If you cancel after the cooling off period
We will cancel the policy from the day you request it and refund you in full, unless you have made a claim.	We will refund you, minus an amount to reflect the time you've been covered. If you have paid an Arrangement and Administration fee we won't refund this. If you have made a claim, we will not refund you.

The only person who can cancel this policy is the Lead Member, as shown on your schedule.

Our right to cancel

We may cancel your policy at any time. We'll refund any money you have paid, minus an amount for the time you have been covered.

- We may cancel your policy if you don't pay for it on time. We'll let you know if this happens.

Misuse of your policy

You must not:
• behave inappropriately towards us – this includes acting in a threatening or abusive manner, physically or verbally • persuade or try to persuade us to do anything dishonest or illegal • fail to mention important facts about a breakdown to make sure you can use our service • knowingly let someone who isn't covered by your policy try to claim on it • give payment details that you know will fail, with no intention of making a successful payment.
If these conditions aren't met, we may:
• refuse to give you service under your policy immediately • cancel your policy immediately • refuse to sell you any policy or services in the future • if we find any of your claims are fraudulent, we'll cancel your policy from the date of the fraud and we'll reject the fraudulent claim. You won't receive any refund.

We'll let you know in writing if we decide to take any of these steps.

Renewing your policy

Renewing a single trip policy

We don't offer renewal on single trip policies.

Renewal of all other policies

We'll contact you at your last-known postal or email address before the renewal date to confirm if you would like to continue with us. We'll also let you know about any changes to your policy.

Auto renewal

If you have opted-in to automatic renewal, you don't need to do anything to stay covered. Your policy will renew, and we'll collect payment for your policy on your renewal date. If you want to stop your policy from automatically renewing, you can do this at any time, just contact us.

If your payment-card details have changed, we will ask your card provider to update them so we can renew. This is allowed under the Card Merchant Operating Instructions.

If you have let us know that you don't want to renew automatically and you haven't allowed us to keep your account details, your policy will finish at the end of your period of cover.

Changing your details

If you need to change anything on your policy, please let us know immediately.

This includes:

- people listed on your policy
- vehicles listed on your policy.

To make a change to your policy, please contact us by phone, post or email. Please see our contact information on page 39.

You can change the people or vehicles listed on your policy up to 3 times a year at no extra cost. If you need to make changes more than 3 times in a year, we'll charge a £15 administration fee per extra change. We'll only accept changes authorised by the lead member of your policy. We'll send you a revised schedule listing the new details.

If we send communications to your last-known home or email address, we'll think of these as 'received'. It's your responsibility to keep your contact details up to date.

Complaints

We are committed to giving our customers excellent service. We know, however, that sometimes you may feel you don't get the service you expect.

If you're unhappy with our services, please contact us.

	Phone/email	In writing
Breakdown-related complaints	0330 159 0337 breakdowncustomercare@rac.co.uk	Breakdown Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN
European Legal care-related complaints	0330 159 0610 legalcustomercare@rac.co.uk	Legal Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN
Complaints about how your policy was sold or managed	0330 159 0360 membershipcustomercare@rac.co.uk	Membership Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN

Financial Ombudsman Service

If we can't resolve your complaint for you, you may be able to refer your complaint to the Financial Ombudsman Service at this address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

0800 023 4567 / 0300 123 9123

Complaint.info@financial-ombudsman.org.uk

financial-ombudsman.org.uk

The Financial Ombudsman Service will only engage with your complaint if you have already tried to resolve it with us.

Using this complaints procedure will not affect your legal rights.

Financial Service Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If we can't meet our obligations to provide you with cover, you may be entitled to compensation from the FSCS.

You can find out more about the FSCS and how it works at:

fscs.org.uk

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

Law

These contracts (and any dispute or claim about them) are subject to interpretation in line with the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the schedule) and other information relating to this contract will be in English.

Our regulators

RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Their FCA number is 202737.

You can check this information on the Financial Services Register at:

register.fca.org.uk
0800 111 6768

PART 2: RAC ARRANGEMENT AND ADMINISTRATION CONTRACT

This is the contract between you and RAC Financial Services Limited.

Under this contract, we'll arrange and administer the RAC Breakdown Policy on your behalf.

Throughout this Arrangement and Administration Contract, we'll use "RACFS" for RAC Financial Services Limited.

When does the Arrangement and Administration Contract start and end?

The Arrangement and Administration Contract starts and ends at the same time as your Breakdown Policy. You can find the exact dates in your schedule. Your Arrangement and Administration Contract can't be cancelled independently of your RAC Breakdown Policy.

Who owns and regulates RAC Financial Services Limited (RACFS)?

RACFS is owned by: RAC Group Limited (Registered No: 00229121) Registered in England.

Registered offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RACFS is authorised and regulated by the Financial Conduct Authority (FCA).

The FCA is an independent body that regulates the financial services industry in the UK. RACFS is an insurance intermediary. It arranges and administers contracts of general insurance. Our FCA number is 313989.

You can check this information on the Financial Services Register at:

register.fca.org.uk
0800 111 6768

Which companies does RACFS deal with?

RACFS deals with RAC Insurance Limited (RACIL).

RACFS acts as an agent of RACIL when selling the RAC Breakdown Policy and renewing the RAC Arrival membership. These are the only providers of breakdown assistance available through RACFS.

What services does RACFS provide?

RACFS provides the following services to you:

Arranging breakdown cover

RACFS will give you information on the breakdown cover available from RACIL under an RAC Arrival membership. We'll ask you questions to help narrow down the level and type of breakdown cover that will suit your needs. You won't receive advice or recommendations on the level or type of breakdown cover to buy. You will need to make your own choice on which level and type of breakdown cover you want.

Once you decide what cover you would like, RACFS will arrange it for you with RACIL. These services will include:

- letting you know the total cost of cover for your policy
- arranging payment of the total cost of cover for your policy
- sending policy documents to you.

Renewal (excluding single trip policies)

RACFS will contact you, before your renewal date, to let you know if any changes are planned. This could include changes to the cost of the Arrival European Breakdown Policy or other terms and conditions. We'll also tell you how much you need to pay for the next policy period. We'll arrange for your policy to continue with RACIL.

Administering breakdown cover

After arranging breakdown cover, RACFS will administer it for you. This will include:

- supplying replacement policy documents
- notifying RACIL of any changes to your policy and keeping your records up to date
- dealing with questions about your policy
- changing how you pay for your policy
- managing cancellation of your policy
- collecting your policy payment and other charges and fees.

Making changes to the cover you hold under your RAC Arrival membership

If you want to change the type or level of cover, RACFS will give you information to help you decide. We'll arrange any changes to the policy with RACIL. This includes:

- arranging any additional payments for the change in cover and sending you any relevant policy documents
- letting you know of any changes made by RACIL to the terms and conditions
- keeping records of your cover under the RAC Arrival membership, and a copy of the policy booklet and schedule issued to you.

How can you contact RACFS?

If you need to contact us about any of the services in Part 2 of this booklet, or if you have any questions about your policy, please contact us.

General questions	0330 159 0360	Membership RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk

If you're not happy with your Breakdown Policy or Included Benefits (in Part 1 of this booklet), please see page 39 for contact details.

What will I have to pay for services provided by RACFS?

RACFS may charge you a fixed arrangement and administration fee. This will be part of the total cost of RAC Arrival membership. Other services may be provided to you for no extra charge. What you need to pay will be made clear to you before entering a contract, or reviewing a contract.

RACFS will collect the administration fee at the same time as it collects the cost of cover for your Breakdown Policy and using the same payment method. For more details, please see your schedule. It will list the arrangement and administration fee as a separate item.

If you cancel your RAC Arrival membership, that will end this contract. RACFS may keep all or part of your administration fee. The table on page 59 explains how this works.

Risk of insolvency

All money that RACFS receives for your Breakdown Policy is held on behalf of RACIL. This means you have no risk if RACFS becomes insolvent – the insurer is considered paid and the insurance is still valid. It does mean, however, that if RACIL becomes insolvent, no money will be returnable to you.

Matters outside RACFS's reasonable control

Events outside of RACFS's control may stop us being able to offer you our service as usual. These could include such things as terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible.

Exclusion of RACFS's liability

As far as it is allowed by law, RACFS will not have any responsibility for:

1. increased costs or expenses
2. any loss of profit, business, contracts, revenue, or anticipated savings
3. any losses that happen because of or in connection with our service, that we couldn't have known would happen. This applies whether these losses happen because of negligence, breach of contract, or otherwise.

But, to avoid any doubt, nothing in this clause or Arrangement and Administration Contract reduces or excludes RACFS's liability for negligence resulting in death or personal injury.

What to do if you have a complaint

If you're not happy with any part of the administration services provided by RACFS under this contract, please contact us.

If we can't resolve your complaint for you, you can refer your complaint to the Financial Ombudsman Service at this address:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk
financial-ombudsman.org.uk

The Financial Ombudsman Service will only engage with your complaint if you have already tried to resolve it with us. Using this complaints procedure does not affect your legal rights.

Is RACFS covered by the Financial Services Compensation Scheme (FSCS)?

RACFS is covered by the Financial Services Compensation Scheme (FSCS). If it can't meet its obligation, you may be entitled to compensation from the FSCS.

You can find out more about the FSCS and how it works at: fscs.org.uk

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

Use of English law and language

RACFS will communicate with you about this administration contract and your policy in English. Unless agreed otherwise, this contract will be subject to the laws of England and Wales.

Your Data

In this section, where we say "we", we mean the RAC Group of Companies which includes RAC Financial Services Limited, RAC Motoring Services and RAC Insurance Limited.

This section explains how we collect and use information about you and who we share it with. Our privacy policy has more details about our use of your data. You can find it at rac.co.uk/privacy-policy. You can also request a copy by phone, email, or post. Just use the contact details listed later in this section.

This section applies to both contracts in this policy:

- Part 1: Breakdown Policy
- Part 2: Arrangement and Administration Contract.

What information about you do we use?

We may collect information about you. This includes the following things:

- **Information about you**
  Your name, address, phone number, email address.
- **Information about your passengers**
  Names and home addresses.
- **Location information**
  The location of you and your vehicle, plus information about any relevant journeys.
- **Policy information**
  Your policy number, policy start date and end date.
- **Vehicle information**
  Vehicle registration number, manufacturer, model, date of first registration with the DVLA.
- **Breakdown information**
  Information about the cause of your breakdown.
- **Payment details**
  Credit or debit card details.
- **Expenses information**
  If the RAC pays for any of your expenses, we will need details of those expenses.
- **Health information** In limited circumstances, the RAC may ask for information about your health and wellbeing. This is to make sure the RAC can fulfil your policy properly, particularly if this involves helping you in a medical emergency.

How we collect your data

At times, we'll collect information about you. This includes:

- when you apply for RAC Arrival membership through our website or over the phone
- when you contact us on social media or online
- when you ask for service under your policy
- from third parties, like the DVLA.

Why we collect your data

We use your information to help you with your RAC Arrival membership, offer our other products and services, meet our legitimate business interests, and for legal and regulatory purposes.

Who will we share your data with?

At times, we may share your information. Examples include the following:

1. We may share your data with the RAC group of companies (including RAC Insurance Limited and RAC Motoring Services Limited).
2. To allow us to give you the service you have requested, we may also share your data with external service providers and specialists. Your data may also be shared for market research.
3. If we need to recover unpaid debts to the RAC, we may share your data with debt-recovery agencies.
4. Your data may be shared with external organisations to help us prevent and detect fraud. This includes credit-reference agencies and organisations that check your identity.
5. In some cases, we must share your data with statutory bodies or organisations to help prevent or detect fraud.

Contacting the RAC's Data Protection Office (DPO)

Email	dpo@rac.co.uk
Writing	Data Protection Officer RAC House Great Park Road Bradley Stoke Bristol BS32 4QN

Your rights

You have rights over your personal data and how it's used. For more information about your rights, please visit rac.co.uk/privacy-policy, contact our Data Protection Officer, or contact the RAC Customer Centre.

Telephone	0330 159 0360
Email	dpo@rac.co.uk
Writing	Freepost RTLA-HZB-CESE RAC Financial Services Limited Customer Services Team PO Box 586 Bristol BS34 9GB

If you would like these terms and conditions in audio or large print format, please get in contact with us at membership@rac.co.uk

Breakdown cover arranged and administered by RAC Financial Services Limited (Registered No 05171817) and provided by RAC Insurance Ltd (Registered No 2355834). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Financial Services Limited is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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RAC Legal Care Plus Policy Booklet

PLEASE READ AND KEEP THIS HANDY

Contents

Contact information

Get in touch

Telephone	Post/email
0330 159 0275	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN legaladvisory@rac.co.uk
Options for people with communication difficulties Use Typetalk by dialling 18001, then use the phone number listed above.	

03 numbers are charged at national call rates and are usually included in minute plans. Text messages are charged at your standard network rate. Our calls are monitored or recorded.

About RAC Legal Care Plus

1. Your Legal Care Plus policy is a contract of insurance between you and RAC Insurance Limited. It includes:
   a. This policy booklet.
   b. Our schedule. This tells you what you're covered for, how many claims you can make, when your policy starts and ends, how you're paying for your policy and how much your policy will cost.
   c. Any notices we send you. For example, the letter we send when you first buy or renew Legal Care Plus. Or any letter we send letting you know about any changes.
2. Legal Care Plus is arranged and administered by RAC Financial Services Limited and provided by RAC Insurance Limited. In arranging and administering your policy RAC Financial Services Limited will:
   a. give you information about Legal Care Plus. It won't advise or recommend you buy the cover
   b. let you know the total cost of cover and arrange payment
   c. collect payment for your policy and act as an agent of RAC Insurance Ltd
   d. supply you with your policy documents and deal with any questions about your policy.

   It meets the demands and needs of those who wish to make sure such risks are met now and in the future.
3. There is no limit to the number of claims you can make in any policy period. The amount that is covered for certain types of legal claim or for certain sections are set out in this booklet.
4. If you have purchased Legal Cover as part of another RAC product, for example European Legal Care, please note you can only claim under one of these products for your legal claim. The limits of cover contained in the product you choose will apply.

IMPORTANT

Please let us know as soon as possible if you think you may need to claim. If you don't, this could harm your claim and may mean we can't cover you.

We'll cover you for the legal costs of pursuing or defending a legal claim up to the cover limit (some insurers call this your 'indemnity' limit). But only as long as your claim is proportionate, has reasonable prospects of success, and the insured incident you're claiming for:

- happens during your policy
- happens in the territory limits
- is included in the policy terms of sections A-D below.

Who's covered?

Under Uninsured Loss Recovery (Section A), and Travel Costs (Section C), we'll cover you and your passengers. For Legal Defence (Section B) and Motor Vehicle Consumer Dispute (Section D), we'll just cover you.

Making a claim

RAC Insurance Ltd and our agents will provide the services under this policy. RAC Insurance Limited underwrite your policy.

When you make a claim, a legal representative will assess whether it's proportionate and has reasonable prospects of success. They'll continue to review your case's prospects of success as it progresses.

In some cases, you may need to provide expert evidence to support your claim at your own expense so the assessment can be completed. We don't cover any legal fees, costs or expenses that arise before we have accepted your claim.

If we don't think your case is proportionate or likely to succeed but you disagree, we'll ask you to provide a legal opinion to support your case. We won't cover the cost of this. If we can't reach agreement, then we'll arrange for a final opinion from an independent barrister.

We will choose the legal representative. But if it becomes necessary to issue legal proceedings then you have the right to choose your own solicitor at this point. Your solicitor would need to agree to our Standard Terms of Appointment.

Please read your full Legal Care Plus policy terms below for full details.

Making sense of your policy

We want our terms and conditions to be clear and easy to understand. To help with this, we use certain words in a specific way. We show the meaning of these words below. These definitions apply to Legal Care Plus.

accident
This is a specific or sudden incident which causes you bodily injury. It must be the fault of another party, and not have been an intentional act.

cover limit
This means the maximum amount we'll pay for under the policy for each claim which is £100,000. Some insurers call this your 'indemnity' limit

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

insured incident
This is an incident which we accept as falling within the terms of this Legal Care Plus policy. It will be, in our reasonable opinion, the first incident that could lead to a claim being made.

legal costs
This means:

- The reasonable, proportionate, and properly incurred fees, expenses, costs and disbursements incurred by you and agreed by us in pursuing or defending a claim, and/or
- The reasonable costs of a third party which you are ordered to pay by the court. Or that are agreed by us and were incurred in connection with legal proceedings.

legal proceedings
This means the pursuit of a claim for uninsured losses or damages. It can either be by negotiation or by civil, tribunal or arbitration proceedings within a court in the UK or Europe. Or, the defence of a motoring prosecution within a court of criminal jurisdiction in the UK or Europe.

legal representative
This means us, or the solicitors or other qualified experts appointed by us to act for you. They must agree:

- to try to recover all legal costs from the other party
- not to submit any claim for legal costs until the end of the case, and
- to keep us informed, in writing, of the progress of legal proceedings.

proportionate
This means the value of your claim must be greater than the costs of pursuing your claim.

RAC/we/us/our

- This means RAC Insurance Limited and RAC Financial Services Limited and
- any person who works for any of the companies above, or we've agreed can work to offer services on our behalf.

reasonable prospects of success
This means a 51% or more chance that you'll recover your losses or damages in pursuit of a claim (including enforcing a judgment), make a successful defence of a claim or obtain any other legal remedy that we have agreed to.

road traffic collision
This is a collision involving a vehicle and at least one other motor vehicle on a public highway, private road, or a car park to which the public has an uninterrupted right of access. You must not have been at fault – another party must be at fault.

standard terms of appointment
This means the terms and conditions which we will require the legal representative to accept in order for us to cover your legal costs. This contract sets out the amounts we will pay the legal representative under your policy and their responsibilities to report to us at various stages of the claim. A copy of these terms can be requested by contacting us.

territory limits
You're covered for claims in different areas in different parts of your policy. For Sections A and B means the UK and Europe. For Section C this just means Europe. For Section D this just means the UK.

UK
In this policy, UK means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, and the Isle of Man.

uninsured losses
This means your losses directly caused by a road traffic collision, or a physical injury from an accident, that aren't covered by insurance.

vehicle
This means a vehicle that is registered in the UK and is owned or leased by a person (not by, or for, a company).

you/your
The person who is taking out the policy, and anyone who is named and covered by the policy. For vehicle-based policies, it also means anyone who is authorised by the policyholder to use the vehicle.

Section A – Uninsured Loss Recovery

Covered
You're covered for legal costs to pursue legal proceedings if you're involved in an accident or road traffic collision in the UK or Europe that isn't your fault. We'll help you recover uninsured losses, for example your motor insurance excess or other out of pocket costs. You must call our legal helpline on 0330 159 0275 first. We won't be able to cover any legal costs that we haven't agreed to in advance.
Not covered
• Any claim involving clinical negligence.

Section B – Legal Defence

Covered
You're covered for legal costs to defend legal proceedings if you've received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence involving your vehicle. Your claim must have reasonable prospects of success of either: a. successfully defending the allegation, or b. if you plead guilty to the offence, reducing the penalty if it would otherwise mean you're disqualified or suspended from driving.
Not covered
• We can't provide help if your summons relates to an alcohol, drugs, or parking-related offence. • We won't pay fines, costs, or other penalties a court of criminal jurisdiction orders you to pay. • Mitigation of a guilty plea if, in our reasonable opinion, it would not make a material difference to the outcome of your sentence.

Section C – Travel Costs

Covered
If you need to travel to Europe for a medical examination or to attend court, we'll reimburse you up to £1,000 per claim. This is as long as: • the road traffic collision, accident or traffic offence happened in Europe • it is for a claim we have accepted under the Uninsured Loss Recovery or Legal Defence sections, and • your costs are reasonable. For example, you don't buy first class tickets if standard class is available. Please contact us as soon as you are aware you may need to travel. We must agree to the travel costs before purchase. You'll need to show evidence of payment to make a claim, so please hang on to your original receipts.

Section D – Motor Vehicle Consumer Disputes

Covered
You are covered for legal costs to pursue legal proceedings if you enter into an agreement during the policy period to buy, sell, or hire a motor vehicle or have it serviced or repaired and wish to claim compensation for breach of that agreement.
Not covered
• Any agreement relating to a commercial vehicle, for example a work van or a taxi.

Section E – Telephone Legal Helpline

Covered
We can give you advice on personal legal matters within the UK. When possible, we'll let you know your legal rights, the options available to you and how you can act on them. If we think you need to hire a solicitor, we'll let you know. You can call our telephone legal helpline 24 hours a day, 7 days a week, all year round on 0330 159 0275.
Not covered
• Business or commercial advice, immigration, or judicial review. • Advice when we reasonably believe we've already given you the options available. • Advice on hypothetical or speculative problems that aren't likely to happen. • Advice against us.

Special conditions

1. **Following our advice** Legal claims can be complex and technical. We need you to follow our advice to continue to get funding from us. If you don't follow our advice (for example, if you delay the claim or don't submit legal costs straight away) we may refuse to cover you.
2. **Appeals** We won't provide cover for appeals.
3. **Legal costs** We will not cover legal costs:
   a. that haven't been agreed by us, or were incurred before we accepted the claim
   b. for claims because of:
      i. faults in the vehicle, or faults caused by incorrect service, maintenance, or repair
      ii. a road traffic collision that happened during a race rally or competition.
4. **Chances of success** We may withdraw cover at any point if we believe your claim no longer has reasonable prospects of success.
5. **Preventing loss** You must always try to keep your losses to a minimum. If you don't take steps to prevent loss in the first place, or do anything that might unnecessarily increase your losses, we may not cover you. Please speak to us if in doubt.
6. **Settlements** You must let us know about all offers to settle your claim. We may withdraw cover if we haven't provided written authorisation to accept or reject an offer to settle your claim. If you don't accept an offer which the legal representative considers reasonable, we may refuse to pay any further legal costs.

7. **Communication** We'll need to be able to speak directly to any legal representative – whether chosen by us or chosen by you and agreed by us.
8. **Choosing representation** We must choose your legal representative. However, if court proceedings are needed or if there's a conflict of interest, you can select your own. If you want to do this, please tell us their name and address so we can consider your request. Your suggested legal representative must agree to our standard terms of appointment. A copy of which is available on request. You will be responsible for any legal costs which are in excess of the hourly rate that we would normally pay to our preferred legal representative. This amount is £120 per hour. This amount may vary from time to time.
9. **Disputes** If you have a dispute with us or a complaint about our service or the legal representative we choose, let us know through our complaints procedure. Your policy won't cover the legal costs for this.
10. **Payment** We may decide against legal proceedings and instead pay you directly for your claim. For example, if the legal costs would be greater than the value of your claim.
11. **Multiple policies** If you have bought legal expenses cover as part of another RAC product (for example, European Legal Care) you can only claim under one of these products. The cover limits for the product you choose will apply.
12. **Other providers** If you have legal expenses cover with a provider other than RAC, and your claim is covered by the other insurance, we won't provide cover.

Cancellation of your policy

You can cancel your policy at any time. How much money you will get back depends on:

- whether you have used the service
- when you cancel

After you have bought your policy, there's a 'cooling-off period'. Our cooling-off period starts the moment you buy the policy and ends:

- 14 days after the start date listed in your schedule, or
- 14 days after you receive your documents if this is later.

After the cooling off period you can cancel at any time and we will refund you, minus an amount to reflect the time you've been covered. If you have made a claim, we will not refund you.

IMPORTANT
Cancelling a direct debit won't always cancel your policy. To cancel, please contact Customer Services.

Our right to cancel

- If you don't pay for your policy on time, we'll let you know and we may cancel your policy.
- We may cancel your policy at any time. We'll refund any money you have paid, minus an amount for the time you have been covered. If we cancel because you have misused your policy, we won't refund you in line with our cancellation terms.

Misuse of your policy

You must not:
• behave inappropriately towards us – this includes acting in a threatening or abusive manner, physically or verbally
• persuade or try to persuade us to do anything dishonest or illegal
• fail to mention important facts about a breakdown to make sure you can use our service
• knowingly let someone who isn't covered by your policy try to claim on it
• give payment details that you know will fail, with no intention of making a successful payment.
If these conditions aren't met, we may:
• limit the cover we offer you at your next renewal
• limit the payment options we'll accept from you
• refuse to give you service under your policy immediately
• cancel your policy immediately
• refuse to sell you any policy or services in the future.

We'll let you know in writing if we decide to take any of these steps.

Renewing your policy

We'll contact you at your last-known postal or email address before the renewal date to confirm if you would like to continue with us. We'll also let you know about any changes to your policy.

If you have opted in to automatic renewal, you don't need to do anything to stay covered. Your policy will renew, and we'll collect payment for your policy on your renewal date. If you want to stop your policy from automatically renewing, you can do this at any time. Just contact us.

If your payment-card details have changed, we'll ask your card provider to update them so we can renew. This is allowed under the Card Merchant Operating Instructions.

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Changing your details

If you need to change anything on your policy, please let us know immediately.

To make a change to your policy, please contact us by phone, post or email. Please see our contact information on page 72.

We can't change your policy into someone else's name. If you cancel your policy for any reason, the whole policy will be cancelled. That means no one on your policy will be covered. We can set up a new policy for others, if needed.

If we send communications to your last-known home or email address, we'll think of these as 'received'. It's your responsibility to keep your contact details up to date.

Complaints

We are committed to giving our customers excellent service. We know, however, that sometimes you may feel you don't get the service you expect.

If you're unhappy with our services, please contact us.

Phone	In writing
0330 159 0610	Legal Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN legalcustomercare@rac.co.uk

Financial Ombudsman Service

If we can't resolve your complaint for you, you can refer your complaint to the Financial Ombudsman Service at this address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

0800 0234567 / 0300 123 9123

Complaint.info@financial-ombudsman.org.uk

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RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If we can't meet our obligations to provide you with cover, you may be entitled to compensation from the FSCS.

You can find out more about the FSCS and how it works at: fscs.org.uk

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

Your data

This section explains how we collect and use information about you and who we share it with. Our privacy policy has more details about our use of your data. You can find it at rac.co.uk/privacy policy. You can also request a copy by phone, email, or post. Just use the contact details listed later in this section.

What information about you do we use?

We may collect information about you. This includes the following things:

- **Information about you**
  Your name, address, phone number, email address.
- **Non-personal information**
  For example, information about your **vehicle**.
- **Special Categories**
  A small number of our products and services require us to collect and store special categories of personal data. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How we collect your data

At times, we'll collect information about you. This includes:

- when you apply for RAC membership through our website or over the phone
- when you contact us on social media or online
- when you ask for service under your policy
- from third parties, like the DVLA.

IMPORTANT

If you do not provide your data we will be unable to provide you with cover, as well as services related to administering your policy.

How we use your data

We will use your data for the administration of your Policy. For example, helping you if you make a claim. We may disclose your personal data to our service providers who provide help under your policy. We carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossessions). We also monitor and record any communications with you, including telephone conversations and emails, for quality and compliance reasons.

Contacting the RAC's Data Protection Office (DPO)

Email	dpo@rac.co.uk
Writing	Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Your rights

You have rights over your personal data and how it's used. For more information about your rights, please visit rac.co.uk/privacy-policy, contact our Data Protection Officer, or contact the Legal Customer Care team.

Email	legalcustomercare@rac.co.uk
Writing	Legal Customer Care, RAC Insurance Limited, Great Park Road, Bradley Stoke, Bristol BS32 4QN

If you would like these terms and conditions in audio or large print format, please get in contact with us at LegalCarePlus@rac.co.uk

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Household Legal Expenses Policy Booklet

PLEASE READ AND KEEP THIS HANDY

Contact information

Get in touch

Telephone	Post/email
0330 1590 678	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN legaladvisory@rac.co.uk
Options for people with communication difficulties Use Typetalk by dialling 18001, then use one of the phone number listed above.	

03 numbers are charged at national call rates and are usually included in minute plans. Text messages are charged at your standard network rate. Our calls are monitored or recorded.

About RAC Household Legal Expenses

1. This booklet should be read as if it is included in Part 1 of your RAC Breakdown Cover UK Membership booklet. Part 2 – Arrangement and Administration Contract also applies.
2. Household Legal Expenses is intended to provide cover for the costs of:
   a. making or defending a claim relating to a problem with a contract for the supply of personal goods or services to you
   b. making a claim against a third party who is at fault for an accident resulting in your personal injury
   c. making a claim against a third party following clinical negligence resulting in your personal injury
   d. making a claim following a breach of your employment rights at an Employment tribunal (or equivalent)
   e. Making a claim for nuisance, trespass or property damage relating to your home, or against your landlord following a dispute over a tenancy agreement to rent your home

   It meets the demands and needs of those who wish to make sure such risks are met now and in the future.
3. All general terms that apply to your UK membership booklet will also apply to this section, including:
   a. Policy Conditions
   b. Cancellation of your policy
   c. Misuse of your policy
   d. Renewing / Upgrading your policy
   e. Changes to your details
   f. Complaints – please use the contact details for "Telephone Legal Helpline"
   g. Your Data.
4. We will let you know if any words in this booklet have:
   a. different meanings to those in your UK Membership booklet, or
   b. unique meanings to this Household Legal Expenses section.
5. There is no limit to the number of claims you can make in any policy period. The amount that is covered for certain types of legal claim or for certain sections are set out in this booklet.

Your policy cover

It is important to let us know as soon as possible if you think you may need to claim under your policy. If you don't, this may mean we can't provide cover for your claim.

We will cover your legal costs associated with pursuing or defending a claim that is covered under sections A to E below. We will pay up to a limit of £100,000 as long as:

- the insured incident happens within the policy period;
- the insured incident happens in the UK; and
- your claim has reasonable prospects of success.

We will also provide a legal helpline (see section F).

How your cover works

For advice or to report a claim, please call our legal helpline on 0330 1590 678.

When you tell us about your legal problem, we will need to find out whether the insured incident happened during the policy period and whether it is covered by your policy. If your claim appears to be covered by your policy, our claims team may ask you to fill in a claim form and provide further information or documents to support your claim. If your claim is not covered, our legal helpline may still be able to give you some advice.

Any claim you make under sections A to E must have reasonable prospects of success and be proportionate. If we agree that your claim is covered, we will ask the legal representative to assess whether it has reasonable prospects of success and decide whether the matter is proportionate. The legal representative will continually review these matters throughout your claim. In some cases you may need to provide expert evidence to support your claim before the legal representative can complete their assessment. You would have to pay any costs involved in getting and providing the evidence. We do not cover any legal fees, costs or expenses that arise before we accept your claim.

If there is a dispute about whether your case has reasonable prospects of success or is proportionate, we will ask you to provide a legal expert's opinion at your own cost confirming that your claim does have reasonable prospects of success or that your claim is proportionate (or both). If we cannot reach an agreement, we will arrange to get a final opinion from an independent barrister.

We will usually ask a solicitor from our panel to handle your case. However, if it becomes necessary to start legal proceedings, you can choose your own solicitor at this point. Your solicitor would need to agree to our standard terms of appointment.

Please read your full Household Legal Expenses policy terms below for full details.

Making sense of your policy

We want our terms and conditions to be clear and easy to understand. To help with this, we use certain words in a specific way. We show the meaning of these words below. These definitions apply to Household Legal Expenses. You can see our full list of defined terms in your RAC UK membership booklet.

accident
An incident that occurs due to the unintentional actions of a third party.

conditional fee agreement
An agreement between you and the legal representative which sets out the terms under which the legal representative will charge you for their own fees.

home
Your private residence as shown in your policy schedule, including any garage and outbuildings.

insured incident
An incident which:

- we agree is covered under the terms of your policy;
- happened within the policy period of this household legal expenses policy; and
- in our reasonable opinion, is an incident (or the first in a series of incidents) that could lead to a claim being made.

legal costs

- the costs and disbursements (amounts paid on your behalf) for pursuing or defending a claim, as long as we agree to cover these and they are reasonable, and the claim is proportionate; and/or
- a third party's reasonable costs which a court orders you to pay (or which we agree to).

legal proceedings
Legal action as a result of an insured incident, to:

- bring or defend civil legal cases for damages, injunctions or specific performance (where a court orders a person or organisation to meet the terms of a contract they have entered into); or
- defend eviction proceedings brought by your landlord;

legal representative
Us or the solicitor or other qualified expert we appoint to act for you. The legal representative must agree:

- to try to recover all legal costs from the other party;
- not to make any claim for legal costs until the end of the case; and
- to keep us informed, in writing, of the progress of legal proceedings.

policy period
The length of time the policy is in force, from the start date shown on your schedule.

proportionate
A claim is proportionate if the value of the claim is higher than the legal costs of pursuing it.

reasonable prospects of success
A 51% (or higher) chance of:

- recovering damages;
- achieving any other legal remedy which we have agreed to;
- being successful in defending a claim;

standard terms of appointment
The terms and conditions which the legal representative will need to accept in order for us to cover your legal costs. The terms and conditions set out the amounts we will pay the legal representative under your policy and their responsibilities to report to us at various stages of the claim. You can ask us for a copy of these terms.

start date
The date the policy begins or renews, as shown on your policy schedule.

UK
England, Scotland, Wales, Northern Ireland and, for the purpose of the policy, the Channel Islands and the Isle of Man.

we, us, our
RAC Insurance Limited and any person employed by or acting for us to provide certain services on our behalf or on behalf of the RAC Group.

you, your
The person or people named as the insured on your policy schedule and any members of your family who permanently live in your home.

How to make a claim

Please let us know as soon as possible if you think you may need to make a claim. If you do not, this may affect your claim and may mean we cannot cover you. Just call our Telephone Legal Helpline for help and advice.

Section A – Consumer issues

Covered
• Legal costs for pursuing or defending legal proceedings regarding a contract for selling, buying, servicing, repairing or hiring personal goods or services.
Not covered
• Any contract involving a financial services provider. • Any lease, tenancy or licence to use land. • Any claim relating to a contract involving constructing or altering a building for your own use. • Any claim arising from buying or selling your home.

Section B – Personal injury

Covered
• Legal costs for pursuing legal proceedings against a third party if you suffer injury or death due to an accident. If we accept your claim, the legal representative must enter into a conditional fee agreement with you.
Not covered
• Any accident involving a motor vehicle owned or driven by you, unless you were being carried as a passenger. • Any claim which was not caused by a specific or sudden incident, or which developed gradually. • Any claim for stress, psychological injury or emotional injury, unless you were also physically injured.

Section C – Clinical negligence

Covered
• Legal costs for pursuing legal proceedings against a third party if you suffer injury or death following negligent medical treatment or negligent misdiagnosis of your condition.
Not covered
• Any claim for stress, psychological injury or emotional injury, unless you were also physically injured. • Any claim which was not caused by a specific or sudden incident, or which developed gradually.

Section D – Employment disputes

Covered
• Legal costs for pursuing legal proceedings if you are an employee, or ex-employee, and your employer has broken the terms of your contract of employment or employment law, and you want to make a claim to an employment tribunal (or the equivalent outside England and Wales).
Not covered
• Any claim which relates only to the legal costs of any investigation, grievance or disciplinary procedure.

Section E – Property issues

Covered
• Legal costs for pursuing legal proceedings if you suffer nuisance, trespass or physical damage to your home or your personal belongings. • Legal costs to pursue legal proceedings arising from a dispute with your landlord about a tenancy agreement to rent your home.
Not covered
• Any claim relating to work that has been carried out or is due to be carried out by or under the order of any government or public or local authority, unless the claim relates to accidental physical damage. • Any claim relating, directly or indirectly, to planning law. • Any claim relating to subsidence, heave, landslip, mining or quarrying of land underneath your home. • Any claim relating to a contract involving constructing or altering a building for your own use. • Any claim relating to rent, service or maintenance charges, or renewing a tenancy agreement. • If your home is a leasehold property, any claim relating to a dispute with the freeholder or management company.

Section F – Legal helpline

Covered
• We will provide a telephone legal helpline 24 hours a day, 365 days a year. Just call us on 0330 1590 678. • We will give you initial legal advice on any private legal matter within the UK. We will tell you what your legal rights are, which options are available to you and how best to put these options into practice. We will let you know if you need a lawyer.
Not covered
• Advice on business matters (including advice to you as a landlord), immigration or judicial review. • Advice if, in our reasonable opinion, we have already told you about the options that are available to you. • Advice or guidance on hypothetical scenarios including situations that are speculative or unlikely to occur.

Special conditions

1. **Following our advice** Legal claims can be complex and technical. We need you to follow our advice to continue to get funding from us. If you don't follow our advice (for example, if you delay the claim or don't submit legal costs straight away) we may refuse to cover you.
2. **Appeals** We won't provide cover for appeals.
3. **Legal costs** We will not cover legal costs:
   a. that haven't been agreed by us, or were incurred before we accepted the claim
   b. where you ought reasonably to have known that an incident leading to a claim was possible prior to the purchase of the policy.
4. **Prejudicing the claim** You must not do anything which unnecessarily increases your legal costs or prejudices our position. We may refuse to provide cover in such circumstances.
5. **Chance of success** We may withdraw cover at any point if we believe your claim no longer has reasonable prospects of success
6. **Preventing loss** You must always try to keep your losses to a minimum. If you don't take steps to prevent loss in the first place, or do anything that might unnecessarily increase your losses, we may not cover you. Please speak to us if in doubt.
7. **Settlements** You must let us know about all offers to settle your claim. We may withdraw cover if we haven't provided written authorisation to accept or reject an offer to settle your claim. If you don't accept an offer which the legal representative considers reasonable, we may refuse to pay any further legal costs
8. **Communication** We'll need to be able to speak directly to any legal representative – whether chosen by us or chosen by you and agreed by us.
9. **Choosing representation** We must choose your legal representative. However, if legal proceedings are needed or if there's a conflict of interest, you can select your own. If you want to do this, please tell us their name and address so we can consider your request. Your suggested legal representative must agree to our standard terms of appointment. A copy of which is available on request. You will be responsible for any legal costs which are in excess of the hourly rate that we would normally pay to our preferred legal representative. This amount is £120 per hour plus VAT. This amount may vary from time to time. Where you have appointed your own legal representative, you are responsible for ensuring that legal costs are appropriately mitigated throughout the lifecycle of any claim
10. **Specialist cases** We will not provide cover:
    a. for group actions (for example, where you are one of a number of people taking action against the same individual or company).
    b. claims that are brought to test a principle or clarify the law. These are known as test cases.
    c. claims relating to challenging a decision of a public body. This is known as judicial review.
11. **Disputes** We'll not provide cover for disputes:
    a. with us or the legal representative we choose. Please let us know through our complaints procedure. Your policy won't cover the legal costs for this.
    b. between you and someone who lives with you (or has ever lived with you).
12. **Payment** We may decide against legal proceedings and instead pay you directly for your claim. For example, if the legal costs would be greater than the value of your claim.
13. **Multiple policies** If you have bought legal expenses cover as part of another RAC product (for example, Home Insurance) you can only claim under one of these products. The cover limits for the product you choose will apply.
14. **Other providers** If you have legal expenses cover with a provider other than RAC, or if you are a member of a trade union and the cover or membership benefits provide cover for your claim, we won't provide cover.

If you would like these terms and conditions in audio or large print format, please get in contact with us at membership@rac.co.uk

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