

RAC BREAKDOWN COVER POLICY

Business Choice Direct

Terms and conditions
Please read and keep for your records



Contact information

	Telephone	In Writing
Breakdown	0330 159 0454	
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	00 33 472 43 52 55* 0800 290 112 1800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 1590 342	
Claim Form Requests From the UK From Europe	0330 1590 337 0044 161 332 1040*	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Customer Services	0344 776 5310	Business Choice Direct 1st Floor Stoneham Gate Stoneham Lane Eastleigh Hampshire SO50 9NW
Hearing assistance	Telephone prefix 18001 to access TYPETALK or text us on 07855 828282	

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

Telephone charges

Please note that we do not cover the cost of making or receiving telephone calls. Our calls may be monitored and/or recorded.

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

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

If your vehicle breaks down, please provide us with

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

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

Remember

Please let us know if you have called us but manage to get going before we arrive.

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

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

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

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

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Your terms and conditions

Definition of words

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

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

"breakdown"/"break down"/"broken down" means an event during the policy period, that stops the vehicle from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any driver induced fault, or any key related issue other than keys locked in your vehicle; "breakdown confirmation letter" means the document entitled "breakdown confirmation letter" containing important details about this RAC Breakdown Cover and levels of cover;

"Business Choice Direct" means the Business Choice Direct Insurance Services Limited of 1st Floor Stoneham Gate Stoneham Lane, Eastleigh Hampshire SO50 9NW who arrange and administer this RAC Breakdown Cover;

"call-out"/"claim" means each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;

"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

"driver"/"their"/"they" means you or any driver of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the territory;

"driver induced fault" means any fault caused by actions or omissions of the driver of the vehicle, except running out of fuel and battery failure;

"end date" means the date that this RAC Breakdown Cover expires as shown on your breakdown confirmation letter;

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

"home" means the address in the UK where you live permanently, as shown on your breakdown confirmation letter;

"journey" means a trip to Europe which begins and ends on return from home during the policy period;

"market value" means the market value in the UK, as reasonably determined by us in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as the vehicle;

"modified vehicle" means any vehicle that has been modified from the manufacturer's specifications;

"passengers" means the driver and up to seven passengers travelling in the vehicle;

"planned departure date" means the date when you intend to begin your journey. We may ask for proof of this;

"policy period" means the length of time for which your RAC Breakdown Cover is in force as shown on your breakdown confirmation letter;

"policy year" means the policy period, from the start date;

"RAC"/"we"/"us"/"our"

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

"RAC Breakdown Cover" means this RAC Breakdown policy that is subject to the terms and conditions together with the breakdown confirmation letter;

"reimburse"/"reimbursement" means reimbursement by RAC under the reimbursement process;

"road traffic collision" means

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

"specialist equipment" means equipment that is not normally required by RAC to complete repairs and recoveries, for example winching and specialist lifting equipment;

"start date" means the date that this RAC Breakdown Cover begins, or renews, as shown on your breakdown confirmation letter;

"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this RAC Breakdown Cover includes Jersey, Guernsey and the Isle of Man if you are a resident there;

"vehicle" means the UK registered vehicle as shown on your breakdown confirmation letter and that complies with the following specifications:

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

"you"/"your" means the person taking out the RAC Breakdown Cover as named on the breakdown confirmation letter.

Important information about your RAC Breakdown Cover

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

Your RAC Breakdown Cover consists of:

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

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

2. A breakdown confirmation letter- detailing the type of cover you have, the level of cover chosen, and the cost of cover. The breakdown confirmation letter will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by Business Choice Direct following purchase.

Policy type

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

Policy Period

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

Limits of Cover

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

1. When a claim can be made:
 - a) no claim is permitted under section A if the breakdown occurred prior to purchasing this RAC Breakdown Cover;
 - b) no claim is permitted under sections B to E within 24 hours of the initial start date of the RAC Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section;
 - c) in order to make a claim under Section C (Recovery) we must have first attended under Section A (Roadside); and
 - d) in order to make a claim under Section D, we must have first attended under Section A (Roadside) or B (At Home).
2. The number of claims that can be made per policy year whether under a particular section, or as a whole, one claim means one request for service or benefit for cover under any section of this RAC Breakdown Cover, regardless of who makes the claim. Your RAC Breakdown Cover is limited to five call-outs per policy year;
3. The amount that is covered:
 - a) for certain types of claim or for certain sections, as set out in this RAC Breakdown Cover.

Reimbursement

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

Hire Car Terms

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

Covered

Up to 2 consecutive days or until your vehicle has been fixed if sooner.

1. We will arrange and pay for a hire car. The category of the type of hire which we will arrange will be a small hatchback;
2. If you are not eligible for a hire car arranged by us for any reason, such as you do not meet the hire car provider's terms (e.g. you have points on your licence), and you choose to hire a car yourself, let us know before you hire a car, and then provided we have agreed the cost, we will reimburse you up to £35 per day;
3. Where we arrange a hire car we will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay the excess).

Not Covered

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

Included Benefits

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

- Urgent Message Relay; and
- Replacement Driver.

Additional Services

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

Your Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside. The number of claims which can be made during a policy year is shown under Limits of cover.

Covered

If the vehicle breaks down within the UK more than a 1/4 of a mile from your home, we will:

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

If we recover the vehicle to a garage, we will reimburse you for taxi costs for passengers to continue the journey to a single destination within 20 miles.

Caravans or Trailers

If a caravan or trailer breaks down within the UK more than 1/4 mile from your home, we will send help to repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this RAC Breakdown Cover if a caravan or trailer breaks down. However if a vehicle breaks down and there is a caravan or trailer attached to it we will recover the caravan or trailer as well.

Not Covered

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

Section B. At Home

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for At Home. The number of claims which you can make during a policy year is shown under Limits of cover.

Covered

We will provide the same cover as the "Covered" part of Section A (Roadside) if your vehicle breaks down at, or within a 1/4 of a mile of, your home.

Not Covered

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

Section C. Recovery

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for Recovery.

Covered

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

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

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

Not Covered

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

Section D. Onward Travel

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for Onward Travel.

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

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

1. Hire Car

Covered

Please see Hire Car terms.

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

2. Alternative transport

Covered

If the driver would prefer to continue the journey by air, rail, taxi or public transport, we will reimburse you for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation

Covered

The driver may decide that waiting for the vehicle to be fixed is best. We will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

Covered

We will also help if the driver or one of the passengers suddenly or unexpectedly falls ill and needs medical help before the end of the journey. We will help to:

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

Not Covered

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

Section E. European Motoring Assistance

Please refer to your breakdown confirmation letter which sets out whether this RAC Breakdown Cover includes cover for European Motoring Assistance.

Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per **call out** and is subject to the further limits of cover in respect of each type of cover.

Section E1: Onward travel in the UK

Covered

If we attend a breakdown under Section A (or C) and cannot fix the vehicle by your planned departure date and you are within 24 hours of your planned departure date we will arrange a hire car for the continuation of your journey for up to 14 consecutive days.

Not Covered

Requests following a road traffic collision.

Section E2: Roadside assistance in Europe

Covered

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

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

Not Covered

1. Repair costs, including garage labour charges if the vehicle repair costs will be more than its market value;
2. The costs of any parts.

Note: By claiming under this section you are authorising us and the garage to undertake fault diagnosis.

Mis-fuelling

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

Key

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

Tyres

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

Section E3: Onward travel in Europe Covered

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

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

1. Alternative transport

Covered

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

2. Additional accommodation expenses

Covered

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

Not Covered

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

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

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

Getting your passengers home

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

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

Section E4: Getting your vehicle home

Covered

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

1. Recovery of the vehicle to a single destination of the drivers choice within the UK; and
2. Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK; or

3. If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
5. Reimbursement for a hire car in the UK once we have brought passengers home under Section E3 until the vehicle is brought back to the UK, up to 2 consecutive days;

We will take the passengers in the vehicle home under Section E3 (Onward Travel in Europe).

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

Not Covered

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

Important

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

Section E5: Vehicle break-in emergency repairs

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

Covered

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

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

Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this RAC Breakdown Cover.

Section E6: Replacement Driver

Covered

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

Not Covered

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

General conditions for Section E

1. We will not cover any call-out for any repairs to a vehicle which are not essential in order to continue the journey;
2. Any claim which the driver could make under any other insurance policy. If the value of the call-out is more than the amount which can be recovered under another policy we may pay the difference, subject to the limits as set out in this RAC Breakdown Cover;
3. You must make sure the vehicle meets all relevant laws of the countries visited during a journey;
4. How the exchange rate is calculated:
 - a) Any costs incurred directly by us in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
 - b) Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by your credit or debit provider; or
 - ii. at the exchange rate used by us when your claim form is received if you paid in cash;
5. We will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between you and the garage / repairer.
6. When a hire car, taxi, hotel or similar benefit is arranged under this RAC Breakdown Cover, we will always try to find a suitable option that is available at the time, however:
 - a) we are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst reputable companies are used, we are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
7. If, following a breakdown, the vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in our reasonable opinion that would lead to additional costs being incurred, we reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your vehicle home);
8. If the breakdown or is involved in a road traffic collision is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the vehicle's motor insurer;
9. In handling breakdown call-outs there may be more than one option available to you under this RAC Breakdown Cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with you, and act reasonably at all times;
10. This RAC Breakdown Cover does not cover:
 - a) vehicle storage charges, other than under Section E4;
 - b) call-outs if you are not carrying a serviceable spare tyre provided by the manufacturer;

- c) the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
- d) overloading of a vehicle under the laws in any country in which the vehicle is travelling;
- e) breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

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

1. You must pay your premium.
2. You must request services directly from us, as we will only provide cover if we make arrangements to help you.
3. Where the breakdown is caused by a component failure this must stop the vehicle from working, so for example an air-conditioning failure in itself does not constitute a breakdown, and the illumination of a warning light does not always constitute a breakdown. If it does not, you will need to take your vehicle to a place of repair and your RAC Breakdown Cover will not cover this.
4. We will not cover any claim where the vehicle is already at a garage or other place of repair.
5. Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the vehicle, or to correct an attempted repair by someone else, we will not provide cover.
6. A driver must be with the vehicle when we attend.
7. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a vehicle. We will not be responsible for any loss of or damage to them.
8. Where we recover passengers under the age of 16, they must be accompanied by an adult.
9. We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the vehicle at the driver's own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport any livestock. We will not be responsible for any costs relating to animals.
10. The vehicle must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where we provide a repair to the vehicle, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility.
12. We will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this RAC Breakdown Cover. For example, we will not pay for any loss of earnings or missed appointments.
13. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, our services can be interrupted. We will resume our service to you as soon as we can in these circumstances.
15. The cost of the following is not covered by this RAC Breakdown Cover:
 - a) specialist equipment;
 - b) tolls, ferries or congestion charges for the vehicle and our vehicle;
 - c) any damage to glass even if the damage means the vehicle cannot be legally or safely driven. We will arrange transport to a local garage so you can arrange to get the vehicle fixed but you will have to pay for this;

- d) spare tyres and wheels and repairing or sourcing them; or
 - e) recovery by someone other than RAC even if this is requested by the emergency services.
 - f) we will only provide recovery once instructed to do so by the emergency services.
16. In handling any claim there may be more than one option available to the driver under this RAC Breakdown Cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with the driver, and act reasonably at all times.
17. The vehicle must be privately owned, contract hired or leased by you and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work or any business use other than hire and reward and/or courier services.
18. This RAC Breakdown Cover does not cover:
- a) routine servicing, maintenance or assembly of the vehicle;
 - b) caravan or trailers, except as described under Section A;
 - c) use of your vehicle for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
 - d) breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - e) breakdowns that occur off the public highway to which the driver or we have no legal access;
 - f) the vehicle if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - g) vehicles that are not in a roadworthy condition. If we consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the vehicle is roadworthy we will provide service;
 - h) any claim that is or may be affected by the influence of alcohol or drugs;
 - i) any breakdown that is caused by or as a result of vehicle theft or fire; or
 - j) any claim under this RAC Breakdown Cover where the breakdown was first reported to us under a different policy.
19. If the driver is asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and we will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

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

Urgent message relay

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

Replacement driver

If the driver becomes ill during a journey in the UK and no one within the party can drive the vehicle, we may be able to

provide a replacement driver. This service is discretionary, and we will decide whether or not to provide this service.

Additional services

We can provide additional services that are not included in your RAC Breakdown Cover but we will charge you for these, for example to:

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

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

Cancellation of your RAC Breakdown Cover

Your right to cancel

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

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

If you do this, we will cancel the RAC Breakdown Cover with immediate effect from the day you request it and we will refund your premium in full unless a claim has been made within this cooling off period. If you downgrade your RAC Breakdown Cover after this cooling off period we will not refund premium to you;

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

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

Our right to cancel

1. If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your breakdown confirmation letter, Business Choice Direct will notify you. All payments must be paid within 28 days of the relevant date, if not your RAC Breakdown Cover may be cancelled; and
2. We may cancel the RAC Breakdown Cover in the event of misuse of this RAC Breakdown Cover and there will be no refund any premium;

Where we cancel your RAC Breakdown Cover we will not refund any premium.

Misuse of RAC Breakdown Cover

Each driver must not:

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

If these conditions are not complied with, we may:

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

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

Renewal of RAC Breakdown Cover

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

Changes to your details

You must let Business Choice Direct know immediately if you need to change anything on your RAC Breakdown Cover.

Business Choice Direct can be contacted by phone or post. Please see Contact Information.

If you change your vehicle you must call Business Choice Direct to update your details. If you do not, you may not be covered.

We will not change your RAC Breakdown Cover into someone else's name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and others on your RAC Breakdown Cover will no longer be covered by us.

All communications from Business Choice Direct or us shall be deemed duly received if sent to your last known address.

Complaints

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

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administrative Complaints	0344 776 5310	Business Choice Direct 1st Floor Stoneham Gate Stoneham Lane Eastleigh Hampshire SO50 9NW

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises.

The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

Financial Ombudsman Service

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	Phone	In writing
	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk
The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us. Using this complaints procedure will not affect your legal rights.		

Financial Services Compensation Scheme

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

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

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

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

Law

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

Your Data

Data protection statement

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

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing

dpo@rac.co.uk or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS324QN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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