

BrokerDirect Plc
A better way to insure



BDAssistance

Provided by RAC



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Statement of Demands and Needs

- **Roadside** – This product meets the demands and needs of *customers* who wish to ensure that following a *breakdown* more than a quarter of a mile of their *home* address, or place where the *vehicle* is normally kept, assistance will be provided in order to attempt to repair the *vehicle* at the roadside or, if this is not possible, tow the *vehicle* to a location within 10 miles of the scene of the *breakdown*.
- **Recovery** – This product meets the demands and needs of *customers* who wish to ensure that in the event of a *breakdown*, where the *vehicle* cannot be fixed locally or at the roadside, the *vehicle* and up to 8 people will be recovered to any destination within the UK.
- **At Home** – This product meets the demands and needs of *customers* who wish to ensure that in the event of a *breakdown* within a quarter of a mile of their *home* address or where the *vehicle* is normally kept, the *vehicle* will be repaired or towed to a location within 10 miles of the scene of the *breakdown*.
- **Onward Travel** – This product meets the demands and needs of *customers* with the Recovery option who wish to ensure that in the event the *vehicle* cannot be repaired immediately or by a local garage, that alternative transport arrangements or accommodation will be provided.
- **European Cover** – This product meets the demands and needs of *customers* who wish to *use* their *vehicle* throughout most of continental Europe, Turkey, the Mediterranean islands and the Republic of Ireland, and wish to ensure that in the event of a *breakdown* whilst abroad, their *vehicle* will be fixed at the roadside by a contractor or if this is not possible recovered to a local garage for repair, or if this is not possible, overnight accommodation or alternative form of transport.

Definitions

Important Information

Disability Discrimination

If *you* have any problems reading this booklet, *you* can always call *our* Customer Services on **08705 722 722** for a large font or Braille version.

Choice of Law

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

Use of Language

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

Telephone Recording

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

Maximum Number of Call Outs in the UK

You may have up to 5 call outs per year within the UK if *you* have 1 *vehicle* covered, or 6 call outs per year if *you* have 2 or 3 *vehicles* covered.

Terms and Conditions

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

Certain words have specific meanings where they appear in this policy. These words are printed in bold italic type in the Policy Wording; their meanings are shown below.

Accident – means an accidental crash immobilizing the insured *vehicle*.

Breakdown – means unforeseen mechanical or electrical failure during the Period of Cover in the UK and Europe which has either immobilised *your vehicle* or made it unsafe to drive.

Claim – means a call for assistance under this policy.

Europe – Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (*West of the Urals*), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (*West of the Bosphorus*), Ukraine.

Home – means the address where *you* live in the United Kingdom.

Period of Cover – means the period covered by this policy as shown in *your* Schedule.

Policy Documents – means *your* RAC Business European Motoring Assistance Policy as set out in this document and incorporating the Terms and Conditions, the Conditions of Claim, the Policy Summary and the Policy Description as set out in this document.

Resident of the United Kingdom – means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

Specialist Equipment – is equipment not carried by RAC patrols or RAC contractors.

The Party/Your Party – means the persons including *you*, travelling with *you* in the *vehicle*.

United Kingdom/UK – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle – means the *vehicle* specified in the policy documents.

We/Our/Us/RAC – means RAC Motoring Services and/or RAC Insurance Limited.

You/Your – named in the policy documents when driving the vehicle, or any other person driving the vehicle with the owner's consent.

What to do if you Breakdown

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

1. Call the appropriate number stated in the list below
2. Have to hand **your** policy number and **vehicle** registration
3. Advise the operator of the location of **your vehicle** and the nature of the fault

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

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

UK

0800 068 1634

France & Monaco

0800 290 112

(freephone within France and Monaco only)

0472 43 52 55

(pay call)

Republic of Ireland*

1 800 535 005

(freephone)

00 44 800 1079058*

(pay call)

Rest of Europe

00 33 472 43 52 55

(pay call)

Serbia and Montenegro

99 33 472 43 52 55

(pay call)

Azerbaijan, Belarus, Georgia, Russia, Ukraine

810 33 472 43 52 55

(pay call)

* If **you** are calling from a UK mobile phone, **your** network provider may not allow **you** to call a freephone 1800 number. Please check with **your**

service provider prior to travelling. Customers who are affected can contact **us** on **00 44 800 1079058**. **your** network provider may charge **you** for this call.

The telephone numbers are correct at the time of printing (12/10/2009)

Calls may be recorded and/or monitored. Members with hearing difficulties can contact RAC through **our** Minicom Supertel unit on **0800 626389** or use the SMS facilities on **07855 828282**. These services are not available for European incidents.

Breakdowns on Motorways

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

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

Mobiles and Car Phones

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

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

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

Service in the UK

Roadside

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

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

If **we** cannot repair the **vehicle** at the roadside, and **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take the **vehicle** and up to 8 people to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** have no preferred destination, **we** will take the **vehicle** to a nearby garage. If **you** wish the **vehicle** to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance.

If **you** need to leave **your vehicle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

1. **Breakdowns** which would be prevented by routine servicing of **your vehicle**
2. Any **labour** other than that incurred at the roadside
3. Replacing tyres or windows
4. Missing or broken keys. **we** will try to arrange the services of a locksmith but **you** will have to pay for them
5. The cost of ferry crossings, road toll and congestion charges
6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates
7. Vehicles, which, according to **our** patrol or contractor, had broken down or **were** unroadworthy before **you** took out **your** Policy
8. Vehicles, which break down within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**.

9. Contaminated fuel problems. **We** will arrange for **your vehicle** to be taken to a local garage for assistance, but **you** will have to pay for the work carried out.
10. The cost of parts, fuel or other supplies
11. Any **vehicle** storage charges incurred when **you** are using **our** services.
12. **Labour** at any garage to which the **vehicle** is taken
13. **Breakdown** caused by or following an **accident**, fire, theft or act of vandalism. If **you** call **us** for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your** insurance Policy, **you** can then **reclaim** these costs through **your** insurance)
14. The tow or transport of any **vehicle**, which, in **our** reasonable opinion, is loaded beyond its legal limit
15. Any **vehicle** in a position where **we** cannot work on it or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved
16. Any animals in **your vehicle**, please note that their onward transportation is at **our** discretion and solely at **your** risk. **we** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

Recovery

Recovery has the same terms and conditions as Roadside but with the following variations:

If **we** cannot get **your vehicle** repaired locally within what **we** deem to be a reasonable time, **we** will take the **vehicle** and up to 8 people **home** or to a single address anywhere else. If there are more than 5 people this may require two separate **vehicles**. An adult must accompany any persons under the age of 16.

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

Service in the UK (cont.)

Recovery does not cover:

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

At Home

At **home** has the same terms and conditions as Roadside but with the following variations:

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

At **home** does not cover:

1. the rectifying of failed or attempted repairs;
2. the reimbursement of taxi fares;
3. Service within 24 **hours** of commencement of this Policy.

Onward Travel

Onward Travel benefits must be arranged at the time of **breakdown** and cannot be requested later.

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

- Replacement car hire
- Alternative transport costs
- Hotel accommodation

You can use the Onward Travel benefits from **your home** address or within a quarter of a mile of **your home** address. This excludes incidents where **we** have been called to rectify failed repairs.

Replacement Car Hire

We will pay for:

1. Up to one day's hire cost of a manual car of similar cubic capacity to **your vehicle** up to 1600cc for the duration of the repairs to the **vehicle** in accordance with **your** Onward Travel entitlement, for one incident
2. Insurance (including collision damage waiver).

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

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

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

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

Alternative Transport

We will reimburse **you** for standard class rail or other transport of **our** choice for up to 8 people to reach the end of their **journey** within the UK. **we** will pay up to £150 a person or £500 for a group whichever is less.

Hotel Accommodation

We will arrange and reimburse **you** for one night's bed and breakfast for up to 8 people in a hotel of **our** choice.

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

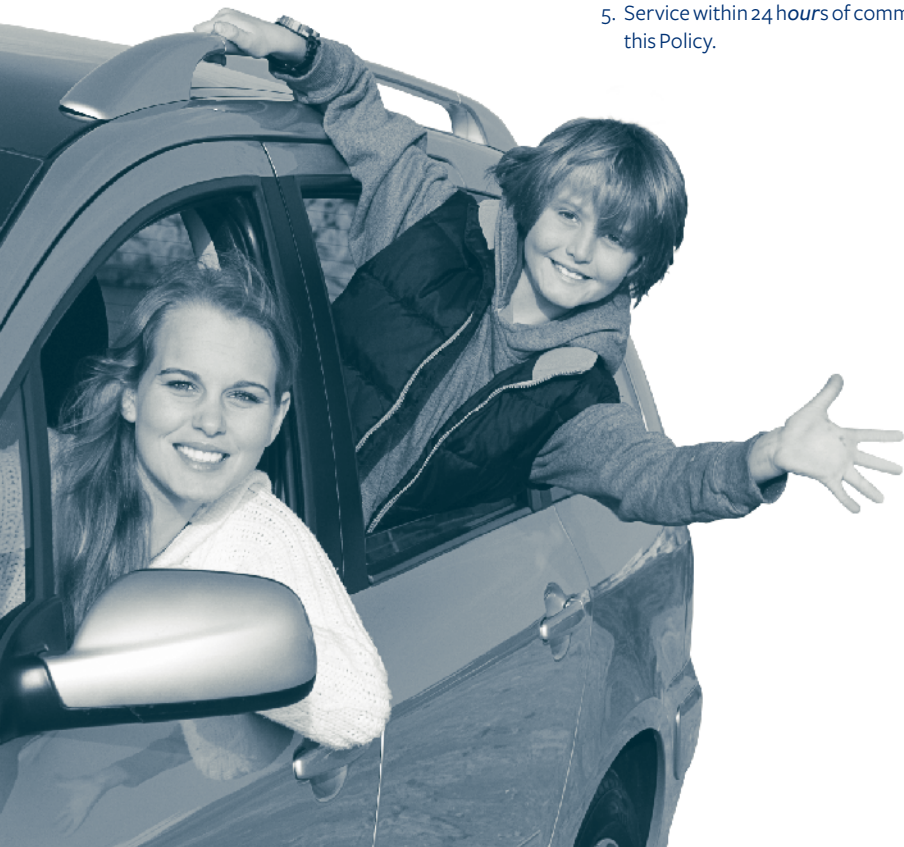
Special Medical Assistance

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

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

What is Not Covered:

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



European Motoring Assistance

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

European Cover operates within all countries defined as Europe on Page 3.

Check List – Before You Travel Abroad

Before travelling abroad please check the list below to ensure *you* have the following original documents and items with *you*. Also please familiarize *yourself* with the terms and conditions of *your* policy.

- Check *your* Policy Documents are correct
- Credit Card – (may be required if *you* need to use the *vehicle* hire benefit)
- Driving licence – (including the paper counter-part if *you* have a photo-card licence)
- International driving permit – (where necessary)
- Motor Insurance Certificate/Green Card (Contact *your* motor insurer before travelling to confirm if *you* need a Green Card or wish to upgrade to fully comprehensive insurance)
- Statement of Insurance or booking reference
- Vehicle Registration Document
- Vehicle on hire Certificate – (If *you* do not have the *vehicle* Registration Document because *your vehicle* is hired or leased)
- Visit **WWW.RAC.CO.UK** – (RAC Know-How and Going on a *journey*, for information and advice on travelling abroad)
- Spare set of car keys
- Passport

Service in the UK en route to Europe

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

In addition *we* will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned *journey* if

RAC confirms *your vehicle* cannot be repaired within 24 hours.

Service whilst in Europe

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

Roadside Assistance

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

We will pay for:

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

We will not pay for:

1. Any labour costs other than those incurred at the roadside. *we* will not pay labour costs at any garage to which the *vehicle* is taken other than under paragraph 2 above; or
2. Repair costs, including labour, if the *vehicle* was in a road traffic *accident*, damaged by fire or stolen or is uneconomical; or
3. The cost of parts used for roadside or garage repairs; or

4. The cost of any repairs not directly necessary to enable the **vehicle** to continue the **journey** on the date of the **breakdown**; or
5. The cost of any other supplies, including but not limited to specialist equipment.

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

a) Additional Accommodation Expenses

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

We will not pay for:

1. The costs of meals and any extra costs.

Or

b) Journey Continuation or Return Home

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

1. Continue the planned **journey** during the period **your vehicle** is not roadworthy
2. Return **home** by direct route.

Expenses can comprise of self-drive car hire up to 14 days per **claim**, including collision damage waiver (see “Important self-drive hire car information”) and replacement Green Card as necessary, or second/ standard class rail, or a combination of both.

RAC will in its sole discretion decide which **course** of action to adopt, but RAC will take into consideration **your** preference.

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

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

We will not pay for:

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

Vehicle Repatriation

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

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

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

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

If the **vehicle** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside the **vehicle**. The roof box keys need to be left with **your vehicle** keys.

European Motoring Assistance (cont.)

We will not pay for:

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

Collection of Vehicle from Europe

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

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

We will not pay for:

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

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

Authority for Repatriation or Repair

If **your vehicle** is not able to be driven due to a road traffic **accident**, fire, break-in or theft, any damage

which **you** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **your** insurers must decide whether to declare the **vehicle** is a write-off, authorise repair abroad or have the **vehicle** repatriated. **we** cannot repatriate the **vehicle** unless **your** insurers first give their permission.

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

Additional Services

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

Vehicle Break-in, Emergency Repairs

We will pay:

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

We will not pay for:

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

Spare Parts Dispatch

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

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

We will not pay for:

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

Accidental Damage to or Loss of Tent

We will pay:

A contribution to accommodation expenses of up to £30 per person per day if during the period of cover **you** are camping and **your** tent is damaged **Accidentally** making it unusable, or it is stolen. Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If **your** tent is stolen **you** must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

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

Urgent Message Relay Service

We will pay for:

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

We will not pay for:

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

Replacement Driver

We will pay for:

The cost of providing a replacement driver to drive **your vehicle** and The Parties to **your** destination or

home, if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

We will not pay for:

1. Replacement driver cost if there is another qualified driver in **the party** who is fit to drive
2. For any costs associated with more than one **claim** per journey abroad

Customs Claims Indemnity

We will pay for:

Continental or Irish Customs **claims** for duty if:

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

To arrange, please call: RAC European Support,
0870 5 49 33 20 Monday-Friday 9am-5pm.

We will not pay for:

Any import duties not relating to the **vehicle**.

Please note:

You may only make one **claim** per **journey** and **you** may make a maximum of two **claims** per year.

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

European Claims Procedure and Conditions

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

RAC European Motoring Assistance **claims** are handled by: RAC

Customer Care
RAC Motoring Services,
RAC House,
PO Box 200
Walsall, WS5 4QZ

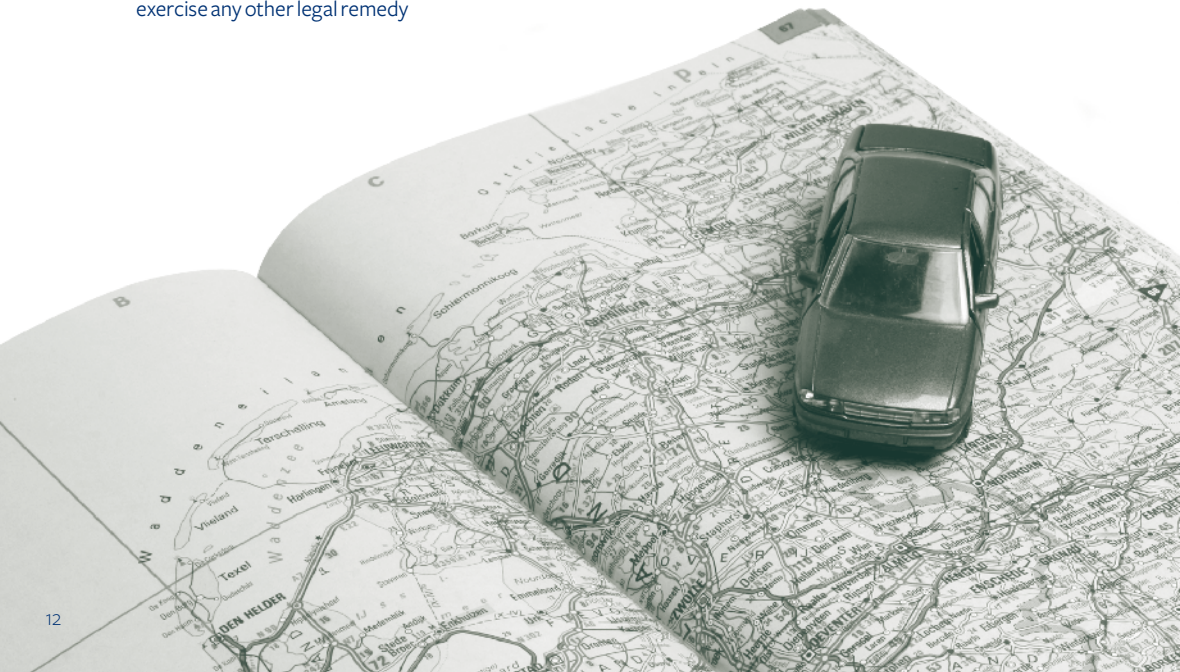
European Motoring Assistance (cont.)

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

If **you** have any enquiries relating to repatriations or **claims** associated with **our** European Service, please contact **us** on **0870 549 3320**.

Payment of **claims** depends on **you** complying with the following conditions for all of **your** Policy.

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



General Conditions

Credit Card Details

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

Motorcycles

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

Caravans and Trailers

The *vehicle* restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 m. If the *vehicle* which has suffered a *breakdown* is towing a caravan or trailer and *we* provide recovery, the caravan or trailer will be recovered together with the *vehicle* to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

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

Unforeseeable Losses or Events

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

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

Taxi Bookings

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

Service Providers

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

Vehicle Condition

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

Fraud

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

Service in Europe

Motor Insurance

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

General Conditions (cont.)

Availability of service in Eastern Europe

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

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk; or by telephoning The FCO Travel Advice Unit on: 0870 606 0290.

Important Self-drive Hire Car Information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, **your vehicle**, if there is one available. If **you** were travelling in an MPV or similar **vehicle** **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your party**. Otherwise, **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your** Policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the **vehicle**. Car hire companies insist on having credit card details at the

time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire **vehicle** must be the same. Switch cards and debit cards are not acceptable. If **you** leave a hire car at a different location to the one arranged by the RAC control centre **you** must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period **you** could be liable for the equivalent of the first £150 – £550 (approximately) and have **your** credit card charged. In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted.

It may be necessary therefore to arrange two hires or alternative transport to complete **your journey**. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of **your journey**.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or **vehicles** with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class **vehicles** and cannot guarantee the hire of minibuses or vans.

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

General Exclusions

Special Requirements for Vehicles with Over 9 Seats

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

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

Repayment of Credit

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

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

Spares Dispatch

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

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

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

1. Costs for anything which was not caused by the incident **you** are **claiming** for
2. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which **breakdown** as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, Vehicles participating in a treasure hunt, **touring** assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off road rally will not be covered
3. Any **claim** if **you breakdown** at a motor traders premises, garage or premises offering **vehicle** repair.
4. The cost of all parts, garage, **labour** or other costs in excess of **your** Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK
5. Loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc)
6. Any incident affecting a **vehicle** hired under the terms of **your** Policy
7. Routine servicing of **your vehicle**, replacing tyres, missing or broken keys*, or replacing windows. **we** may be able to arrange for the provision of these Services but **you** must pay any costs incurred. Note: Keys which are locked inside a **vehicle** are covered and **we** can arrange for a contractor to attend. **However**, any damage which may occur in trying to retrieve the keys will be at **your** risk
8. Any **claim** caused directly or indirectly by:
 - a) **your** property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority;

General Exclusions

(cont.)

- b) war, invasion, civil unrest, revolution, terrorism or any similar event.
 - 9. Any **claim** caused directly or indirectly by the overloading of **your vehicle** and/or any caravan or trailer.
 - 10. Any **claim** as a result of **vehicle breakdown** due to:
 - a) running out of oil or water;
 - b) frost damage;
 - c) rust or corrosion;
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel.
 - 11. Any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs.
 - 12. Any **claim** where **your vehicle** is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence.
 - 13. Any **claim** which **you** have made successfully under any other Policy of insurance held by **you**. If the value of **your claim** is more than the amount **you** can get from **your** other insurance **we** may pay the difference subject to Policy limits and exclusions.
 - 14. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your risk**. **We** will not insure any animal during any onward transportation **we** may undertake.
 - 15. Any period outside **your** period of cover.
 - 16. Any **vehicle** other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **vehicle** and provided that the **vehicle** conforms to the following specification:
 - a) maximum legal laden **weight** of 3,500kg (3.5 tonnes). This **weight** is called the Gross **vehicle** Mass (GVM);
 - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).
- The **vehicle** restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 m. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out above caravans and trailers are not covered by this Policy.
- If the **vehicle** requires repatriation **we** will arrange for repatriation of the caravan or trailer as **well**.
- 17. Any **claim** by **you** unless **you** are Resident of the United Kingdom and the **vehicle** is registered with the DVLA in Swansea or Northern Ireland.
 - 18. Any **vehicle** which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within **your** period of cover. **You** must also make sure it is serviced as the manufacturer recommends.
 - 19. Any **vehicle** carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification.
 - 20. **Your vehicle** if it is unattended.
 - 21. Any personal effects, valuables or luggage left in **your vehicle** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the **vehicle**. These are **your** responsibility.
 - 22. Specialist equipment costs. **We** will **however** arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor.
 - 23. Any costs which are not directly covered by the terms and conditions of this cover.

Your Right to Cancel

1. **You** are entitled to cancel **your** Policy up to 14 days following the commencement (or renewal) date of cover, or the date **you** receive **your** Terms and Conditions booklet, whichever happens later
2. If **you** have not made a **claim** within the first 14 days **we** will refund the cost of **your** Policy.
3. If **you** use the service within the first 14 days and decide to cancel, **you** will not be eligible for any refund
4. If **you** cancel the Policy after 14 days, no refund or credit will be applied
5. If **you** do not pay for **your** premium promptly, **we** will cancel **your** Policy
6. **Your** Policy will automatically terminate in the event that **your** related motor insurance Policy terminates.

Caring for our Customers

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

We will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within five working days, along with a leaflet outlining **our** complaints procedures and any rights **you** may have to refer the matter to the Financial Ombudsman Service.

Please quote **your** full name, membership or Policy number and where applicable **your vehicle** registration in any communication.

If **you** have used **our breakdown** service and are dissatisfied with any aspect of the service, please bring the complaint to **our** attention as soon as **you** can (if possible, within 28 days of becoming aware of it). This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

Please write to **us** at:

Breakdown Customer Care,
RAC Motoring Services,
RAC House,
PO Box 200,
Walsall WS5 4QZ

If **you** are dissatisfied with any other aspect of RAC's services, please contact **us** at the following address:

Membership Customer Care,
RAC Motoring Services,
Great Park Road,
Bradley Stoke BS32 4ZZ

If **you** are dissatisfied with the service **you** have received under **your** European Cover please write to **us** at:

Breakdown Customer Care,
RAC Motoring Services,
RAC House,
PO Box 200,
Walsall WS5 4QZ



Caring for our Customers (cont.)

Freephone from the UK on **0800 107 5861** or
from Europe on **00 44 (0) 161 332 1040**
Fax: **01922 746 528**

Email: customercareoperations@rac.co.uk

Financial Services Compensation Scheme (FSCS)

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

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the *claim*, without any upper limit.

Further information about compensation scheme

arrangements is available from the FSCS or by visiting www.fscs.org.uk.

Who Regulates Us?

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are authorised and regulated by The Financial Services Authority. **you** can check *our* authorisation on the FSA's Register by visiting www.fsa.gov.uk or by contacting the FSA on **0845 606 1234**

Both Companies are subsidiaries of Aviva PLC.

RAC Registered addresses

RAC Motoring Services and/or RAC Insurance Limited
(Registered Office: 8 Surrey Street, Norwich, NR1 3NG
(Registered No.01424399 and 2355834).

Data Protection Act – Information Uses

Protecting Your Information

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **you** supply is:

RAC Motoring Services (RACMS),
(Company No: 1424399),
8 Surrey Street,
Norwich NR1 3NG

RACMS will share the information **you** provide, together with other information, with *our* group companies. **we** (RAC group companies) may use this for administration, customer services and profiling **your** purchasing preferences. **We** may disclose **your** information to *our* service providers and agents for these purposes. **We** may keep **your** information for a reasonable period to contact **you** about *our* services. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure

that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we were** dealing with it.

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

You have the right to ask for a copy of **your** information (for which **we** will charge a small fee) and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

Sensitive Data

By proceeding with this contract, **you** give **us** consent to use **your** sensitive personal data e.g. health data for **your** registration under the Motability Scheme (if appropriate), solely for the purposes for which **you** submit it.

BrokerDirect Plc
A better way to insure



In the event of a Breakdown
and to summon assistance
in the UK please call
0800 068 1634