

## **Contact information**

## Want to make a claim?

What's the claim for?	Telephone
Breakdown in UK	0330 159 0509
Breakdown in Europe	
Calling from Europe	+33 472 4352 44
Calling from the Republic of Ireland (freephone)	1800 535 005
Bringing your vehicle back to the UK after a breakdown in Europe	0330 159 0342
European Legal Care claims	0333 202 2981

## Get in touch

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

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



## **Your Need-to-Knows**

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

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

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

### Just so you know

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

### Keep these with you...

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

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

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

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

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## Who arranges and provides your cover?

## There are 3 parts to your RAC Arrival European membership:

### 1. Breakdown Policy

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

### 2. Arrangement and Administration Contract

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

### 3. Schedule

Your schedule will give you details on:

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



## **Making sense of your policy**

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

### breakdown/break down/broken down

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

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

#### home

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

### journey

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

### market value

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

#### passengers

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

### RAC/we/us/our

This means RAC Insurance Limited

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

### specialist resource

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

### UK

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

### you/your

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

## **PART ONE: BREAKDOWN POLICY**

## How your policy works

- This policy is to help you if your vehicle or towed vehicle breaks down while you're travelling in Europe.
- On pages 20–21 of this booklet, we have listed the conditions of this policy. These apply to everything in this booklet. For your cover to be valid, you must meet all these conditions.
- Each breakdown event will be classed as a claim.

## Policy types, duration and claims:

We have 2 types of policies for Arrival European:

### 1. As an add-on to your UK Arrival Breakdown policy

- If you break down in the UK before or after your trip you will need to use your UK Arrival Breakdown policy.
- This add-on policy will cover the same people or vehicles as your Arrival UK policy and last for the same length of time.
- If you cancel your UK Breakdown policy this add-on will also be cancelled.
- You are covered on an annual basis of 5 claims up to a max of 350 days per trip.

### 2. As a standalone policy – you don't have to have Arrival UK Breakdown

- This is a vehicle-based standalone policy which provides support for your nominated vehicle while on your way to Europe, while you are in Europe and on your way home from the port/station.
- · You do not need to have a UK policy to purchase this cover.
- Your policy length can be a short trip covering one trip to Europe for up to 90 days or annual
  policy which covers you for multiple trips up to a max of 350 days per trip.

## Policy length and number of claims

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

### What vehicles am I covered in?

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

### They must also be:

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

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

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

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

### What countries am I covered in?

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

## Section A - Roadside Assistance in the UK

## Only available for Standalone policies

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

### Covered

If your vehicle or towed vehicle breaks down in the UK up to 7 days before your trip to Europe, or in the UK whilst on your journey home from Europe, we'll:

### Repair

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

#### Recover

If we can't fix your vehicle or towed vehicle we will recover the vehicle or towed vehicle and passengers to:

- a. a local RAC Garage
- b. another local garage, or
- c. back to your home address.

#### Not covered

- The cost of any parts.
- The fitting of parts, including batteries, supplied by anyone other than us.
- Any breakdown that's caused by damage to the towing mechanism that happened beforehand, because of a road traffic collision or poor maintenance. If this does happen, we'll take you to a layby or service station to make sure you're safe, but no further.
- Any breakdown that happens because of a fault we've looked at in the past:
  - a. that hasn't been properly repaired, or
  - b. that we have temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.
- Recovering your main vehicle if it's just the trailer or caravan that's broken down.
- Attending or recovering your vehicle if it is on private land that we don't have permission to access.

## Section B - Onward Travel in the UK

#### Covered

If we've attended your broken down vehicle in the UK, up to 7 days before your trip to Europe, we can help.

### If you've already started your journey to Europe:

- 1. we'll arrange a hire car for up to 23 days so you can continue your journey to Europe; or
- 2. you could choose to wait for your vehicle to be fixed in the UK. If you do this, we'll
  - a. arrange for a small hatchback hire car for up to 3 days (up to £125 per day) to keep you
    mobile while you wait; and
  - b. pay for up to 3 night's accommodation (up to £125 per person, per night, up to a total of £1500) if your broken-down vehicle is a campervan or motorhome, meaning you have nowhere to stay.

### If you haven't started your journey to Europe:

We'll arrange a hire car to keep you mobile while your vehicle is being fixed. If it can't be fixed by the time you're due to leave, you can keep the car to use on your journey to Europe up to a total maximum of 23 days. Proof of upcoming travel will be required.

### IMPORTANT

- If the length of your trip means you need a hire car for longer than you are entitled under this policy, we'll help to arrange an extension. However, you will need to pay for this.
- If we arrange a hire car we will also transport one person to our nearest supplier to collect the hire car
- You may need to pay and claim for some of these services, but we will discuss your options at point of breakdown.

### Not covered

- · Any services if your towed vehicle breaks down.
- Accommodation under 2b if the breakdown happens less than 20 miles from your home.

## Section C - Roadside assistance in Europe

### Covered

If your vehicle or towed vehicle breaks down in Europe during a journey, we can help. We'll send a local mechanic or recovery specialist to either:

- Repair the vehicle or towed vehicle at the roadside. This could be a permanent or temporary repair, or
- · If we are unable to repair at the roadside, we will:
  - a. recover the vehicle and passengers or towed vehicle to a local garage
  - b. pay for an initial fault diagnosis
  - c. contribute up to £150 towards garage labour charges if repairs can be made the same day.
- · We'll also get any urgent messages from you to a contact of your choice.
- If we need specialist resource to recover the vehicle, or towed vehicle, as long as it isn't on private land, we will cover this up to the overall limit of £2,500.

#### Not covered

- If the cost to repair the vehicle is greater than the market value of vehicle or towed vehicle, we won't cover any cost towards garage labour.
- The cost of any parts.

### IMPORTANT

By agreeing for us to recover your vehicle or towed vehicle to a local garage you are authorising us and the garage to do an initial fault diagnosis.



## Section D - Onward travel in Europe

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

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

### Covered

#### Part A

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

### 1. Hire car

A hire car as a replacement until your vehicle has been fixed. See hire-car terms in Section F. **OR** 

### 2. Alternative transport

A standard class ticket for travel by air, rail, taxi, or public transport if you are unable to use your vehicle.

#### **ALSO**

#### Part B

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

### 1. Alternative accommodation expenses

We can arrange and pay for alternative accommodation including breakfast if you don't have a suitable alternative.

#### OR

### 2. Campsite fees:

If you are towing a caravan or trailer tent when your vehicle breaks down, we will take your caravan or trailer tent to a campsite of your choice up to 120km (74.5 miles) from the garage we towed your vehicle to. We'll reimburse you for the cost of the campsite fees up to the limit shown above.

#### Not covered

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

### IMPORTANT

You will no longer be covered under this section once:

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

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

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

## Section E – Getting you and your vehicle home

## 1. Getting your vehicle home

#### Covered

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

### 1. Sending your vehicle, caravan, or trailer back to the UK

- · We'll arrange and pay for recovery of the vehicle, towed vehicle or both to a single UK destination of your choice.
- · We'll also arrange and pay for storage of your vehicle and/or towed vehicle while it's waiting to be returned.
- If the vehicle that has broken down is the same one you use for day-to-day transport, we'll reimburse you for a hire car in the UK while you're waiting for your vehicle to be sent back to the UK. We will cover you for up to £40 per day, up to 14 days.

### 2. Leaving your vehicle or towed vehicle in Europe to be repaired and returning to collect it

- · If the vehicle or towed vehicle can be repaired in Europe, and we take you and your passengers home, we'll cover a single-class rail or air ticket for one person to return to Europe and collect it once it's ready. We'll also contribute £50 per day for accommodation.
- · If the vehicle that has broken down is the same one you use for day-to-day transport, while you're waiting for it to be fixed in Europe, we'll reimburse you for a hire car in the UK. You're covered for £40 per day for up to 14 days.

### 3. Disposing of your vehicle abroad

• If you need/choose to have your vehicle or towed vehicle destroyed, we will pay the cost of import duty.

### IMPORTANT

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

### Not covered

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

### IMPORTANT

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

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

## 2. Getting you and your passengers home

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

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

## Section F - Hire-car terms and reimbursement

### Hire-car terms

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

### Covered

- · We'll arrange for the hire of a small hatchback car e.g. a VW Golf or Ford Focus.
- If the hire car we arrange doesn't have enough seats for your passengers, we'll arrange
  an extra car for you. This will only be available if someone else in your party is also legally
  allowed to drive.
- If we arrange the car hire, we'll pay the insurance and collision-damage waiver. This covers the cost of damage, but there may still be an excess to pay if you have an accident.
- If you don't meet the terms of the car-hire provider we arrange, for example, you are under 21
  or have certain endorsements on your licence, you could hire a car yourself. Let us know, and
  as long as we've agreed the cost beforehand, we'll reimburse you up to limits of your policy.
- · We will try to arrange a hire car with a towbar if you need one, but can't quarantee this.

#### Not covered

- We won't provide a specific car type, model, or accessories.
- If you're under 21 or have certain endorsements on your licence, we won't arrange a hire car for you. But if you hire one yourself we can reimburse you up to £35 a day.
- If you leave the hire car at a different location to the one arranged by us, you will need to pay
  the hire car company any additional costs.
- You won't be covered if you cross a border from one country to another, unless you have agreed it with us in advance. It must also be allowed by the hire-car provider. You may need to change vehicles at the border instead.
- · Any cost of:
  - a. fuel while using the hire car
  - b. any insurance excess or additional costs
  - c. delivery or collection of hire cars within the UK, or any fuel used.

### Reimbursement

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

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

### IMPORTANT

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

## Help sourcing parts

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

## Section G - Ways we can help, beyond a breakdown In Europe

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

### Road-traffic collisions

We will arrange recovery of your vehicle to a local garage.

### Running out of fuel (or charge for an electric vehicle) We will take you to the nearest fuel station or electric charger. You will need to pay for your fuel/charge.

### Flat tyres

If your vehicle, caravan or trailer is carrying a spare tyre, we will fit this for you. If you don't have a spare tyre, we will arrange to recover your vehicle to a local garage. If a tyre needs to be ordered, we will provide additional accommodation expenses under section D.

### Keys: locked in, stolen, broken

If your keys are locked in your vehicle, lost, stolen or broken, we will arrange for local experts who could help you. We are not liable if damage is caused to the vehicle in this process. You will need to pay for this service.

### Vehicle break-in emergency repairs

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

#### Covered

If someone in Europe breaks into your vehicle, or tries to, and damages the windows, windscreens, or locks, we will reimburse you up to £180 for:

- 1. immediate emergency cost to secure the vehicle. For example, calling somebody to secure a broken window, or
- 2. the costs of taking your vehicle to a local garage. They can make sure your car's secure and check that the break-in hasn't made it un-safe to drive.

### Not covered

- 1. The cost of any parts.
- 2. Any benefits under any other section of this policy (for example Recovery, Hire car, or Getting vour vehicle home).

## In Europe and the UK

### Replacement driver

### Covered

We can help if you unexpectedly fall ill or are injured during a journey. If there's no one in your party who can drive the vehicle instead of you, we may be able to offer you a replacement driver or recover your vehicle, caravan or trailer and passengers to a single destination in the UK.

We'll need a medical expert to confirm in writing that you are unable to drive.

#### Not covered

- 1. If there's another passenger who is fit and legally able to drive the vehicle.
- 2. Any benefits under any other section of this policy (for example Recovery, Hire car, or Getting your vehicle home).

### Misfuelling

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

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

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

## Getting stuck in snow, mud, flood or sand

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

## **Section H - European Legal Care**

## Making sense of European Legal Care

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

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

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

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

## Uninsured loss recovery

### Covered

You're covered for legal costs if you or any passengers in your vehicle are involved in an accident or road-traffic collision that isn't your fault, while you're in Europe, or on your journey there or back. If you have any uninsured losses, for example your motor insurance excess, and you need to recover the money, we will:

- 1. give you help and advice. You must call our helpline straight away as we won't be able to cover legal costs that haven't been agreed by us first
- 2. put you in touch with our legal representative who will assess your claim
- 3. cover you for legal costs of up to £100,000 per claim. Our legal representative will need to agree that your claim has a 51% or greater chance of success.

#### Not covered

If the legal representative reasonably decides that your case would fall under the Small Claims Track of the County Court (or equivalent), we won't cover you. This will only apply to you if your uninsured losses include a personal injury claim.

### **Legal Defence**

### Covered

This covers you if you receive a summons to magistrates' court (or equivalent outside of England & Wales) for an alleged motoring offence involving your vehicle. This must have happened on your journey. If you want to defend against this allegation, we will:

- 1. give you help and advice. You must call our helpline straight away as we won't be able to cover legal costs that haven't been agreed by us first
- 2. put you in touch with our legal representative who will assess your claim
- 3. cover you for up to £25,000 of legal costs if our legal representative agrees that your claim has a 51% or greater chance of success.

#### Not covered

We can't provide help if your summons is for an alcohol, drugs, or parking offence.

### **Travel costs**

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

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

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



## **Conditions for European Legal Care**

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



## Your policy conditions

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

- 1. **Membership cost** You must pay the agreed cost of your membership.
- Direct request for services You must request services directly from us. We'll only provide cover if we've arranged or authorised your services. If your vehicle is already at a garage or another place of repair, you won't be covered.
- 3. **Living in the UK** You must be a permanent resident of the UK during the time you're covered by this policy.
- 4. Making a claim Claims made more than 24 hours after the breakdown may be refused.
- Callout to avoid repair cost If we have reason to think you have called us out to avoid the
  cost of repairing your vehicle, or to correct a repair that's been tried by someone else, we won't
  provide cover.
- 6. **Driver with the vehicle** If you have Personal cover, you must be with the vehicle at the time of the breakdown, and when we attend. For Vehicle cover, there must be a driver with the vehicle when we attend. If there isn't, we won't be able to provide service.
- 7. **Vehicle contents** Don't leave valuables in the car. We can't cover any loss or damage to the vehicle's contents.
- 8. **Under-16s** If we need to recover passengers under the age of 16, they must be accompanied by
- 9. **Passengers** The vehicle must not carry more passengers than the number stated in the vehicle's Registration Document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification.
- 10. Animals The only animals allowed in RAC vehicles are assistance dogs. However, if your vehicle needs to be recovered, animals can stay in your vehicle at your own risk. Or, we'll do our best to find an alternative way to transport them. We won't be liable for any injury to animals, or damage they cause. We do not transport livestock. We're not responsible for any costs relating to animals.
- Roadworthiness If we repair your vehicle, we're responsible for that repair but this doesn't
  mean we're confirming the vehicle's legal and roadworthy condition. This is your responsibility.
- 12. **Unlisted losses** We won't be responsible for any losses after a breakdown that aren't listed in this policy. For example, we won't pay for any loss of earnings or missed appointments.
- 13. **Continuing your journey** We won't cover claims for repairs that aren't essential to you continuing your journey.
- 14. Local laws You must make sure your vehicle meets all the laws of the countries you visit.
- 15. Exchange rate How we calculate exchange rate:
  - a. any costs we incur directly in a currency other than GBP will be converted to GBP at the exchange rate used by us at that time
  - b. any costs incurred by you in a currency other than GBP that we are going to reimburse will be converted to GBP either:
    - i. at the exchange rate used by your debit or credit provider
    - ii. at the exchange rate used by us when we receive your claim form, if you paid in cash.
- 16. Garage closed or unable to help If we take your vehicle to a garage, we can't guarantee it will be open or repairs will start straight away. We'll try and check that the garage can do the kind of repairs needed, but can't guarantee this.

- 17. Garage repairs We won't take responsibility for the repairs done by a garage or repairer. Any acts or omissions are their responsibility. The contract for repairs will be between you and the garage/repairer.
- 18. Quality of service When we arrange car hire, taxis, hotels and other benefits, we'll always do our best to find a suitable option for you. However:
  - a. we aren't responsible for the quality or service of each individual hotel, train or taxi booked
  - b. while we will always use a reputable car hire company, we aren't responsible for checking the condition of each vehicle or the service of each company.
- 19. Delays to repairs If your car needs repairs after a breakdown, you must not delay or refuse repairs while in Europe. If you do, and we believe this will lead to higher costs (for example, because your vehicle can't be repaired before you come home), we can refuse you cover under Onward Travel (Section D) and Getting your vehicle home (Section E).
- 20. Event outside of our control Events outside our control may stop us being able to offer you our service as usual. For example, terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible.
- 21. Additional fees: Your policy doesn't cover:
  - a. damage to glass, even if the damage means you can't legally or safely drive. We'll arrange transport to a local garage so you can get your vehicle fixed, but you will have to pay for the repair
  - b. tolls, ferries or congestion charges for your vehicle, caravan or trailer or our vehicle;
  - c. spare tyres and wheels and repairing them.
- 22. Other things not covered This policy doesn't cover:
  - a. routine servicing, maintenance, or assembly of your vehicle or your towed vehicle
  - b. breakdowns that happen during events or activities where the normal rules of the road don't apply. For example, we won't attend breakdowns on racetracks, or if you have been immediately recovered from a racetrack
  - c. breakdown and recovery in a place you or we have no legal access to
  - d. vehicles that aren't being used in line with the maker's guidelines
  - e. vehicles, caravans or trailers that aren't in good enough condition to drive. If we think it isn't in good enough condition to be legally driven or towed, we can refuse you service
  - f. overloading of a vehicle, caravan or trailer under the laws in any country it is travelling through
  - g. a claim that is or may be affected by the influence of alcohol or drugs
  - h. a breakdown caused by vehicle theft or fire
  - i. breakdowns caused by running out of oil or water, frost damage, rust or corrosion
  - j. vehicle-storage charges. Unless its under Section E getting your vehicle home. If your vehicle can't be delivered as agreed and is being stored, we'll contact you at your last-known address. We'll provide details on collecting your vehicle and any fees that may be payable. In extreme instances, if you haven't collected or paid for the vehicle, it may be destroyed. We'll try to contact you before this happens.
- 23. You must make sure the vehicle, and any towed vehicle meets all relevant laws of the countries vou visit durina a journev.

## **Cancelling your policy**

### Your right to cancel

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

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

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

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

## Our right to cancel

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

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

## Misuse of your policy

### You must not:

- behave inappropriately towards us this includes acting in a threatening or abusive manner, physically or verbally
- persuade or try to persuade us to do anythina dishonest or illegal
- · fail to mention important facts about a breakdown to make sure you can use our service
- knowingly let someone who isn't covered by your policy try to claim on it
- give payment details that you know will fail, with no intention of making a successful payment.

### If these conditions aren't met, we may:

- refuse to give you service under your policy immediately
- · cancel your policy immediately
- · refuse to sell you any policy or services in the future
- if we find any of your claims are fraudulent, we'll cancel your policy from the date of the fraud and we'll reject the fraudulent claim. You won't receive any refund.

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

## Renewing your policy

## Renewing a single trip policy

We don't offer renewal on single trip policies.

## Renewal of all other policies

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

### **Auto renewal**

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

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

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

## **Changing your details**

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

This includes:

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

To make a change to your policy, please contact us by phone, post or email. Please see our contact information on page 2.

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

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

## **Complaints**

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

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

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

### **Financial Ombudsman Service**

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

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4567 / 0300 123 9123

Complaint.info@financial-ombudsman.org.uk

financial-ombudsman.org.uk

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

Using this complaints procedure will not affect your legal rights.

## **Financial Service Compensation Scheme**

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

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

fscs.org.uk

Financial Services Compensation Scheme 10th Floor **Beaufort House** 15 St Botolph Street London FC3A 7QU

### Law

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

## **Our regulators**

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

Their FCA number is 202737.

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

register.fca.org.uk 0800 111 6768



## **PART 2: RAC ARRANGEMENT AND ADMINISTRATION CONTRACT**

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

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

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

### When does the Arrangement and Administration Contract start and end?

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

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

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

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

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

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

register.fca.org.uk 0800 111 6768

## Which companies does RACFS deal with?

RACFS deals with RAC Insurance Limited (RACIL).

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

## What services does RACFS provide?

RACFS provides the following services to you:

## Arranging breakdown cover

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

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

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

### Renewal (excluding single trip policies)

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

### Administering breakdown cover

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

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

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

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

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

## **How can you contact RACFS?**

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

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

If you're not happy with your Breakdown Policy or Included Benefits (in Part 1 of this booklet), please see page 2 for contact details.

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

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

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

If you cancel your RAC Arrival membership, that will end this contract. RACFS may keep all or part of your administration fee. The table on page 22 explains how this works.

### Risk of insolvency

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

### Matters outside RACFS's reasonable control

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

### **Exclusion of RACFS's liability**

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

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

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

## What to do if you have a complaint

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

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

The Financial Ombudsman Service **Exchange Tower** 

London E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

financial-ombudsman.ora.uk

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

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

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

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

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

### Use of English law and language

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

## **Your Data**

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

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

This section applies to both contracts in this policy:

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

## What information about you do we use?

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

- · Information about you
  - Your name, address, phone number, email address.
- · Information about your passengers
  - Names and home addresses.
- Location information

The location of you and your vehicle, plus information about any relevant journeys.

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

## How we collect your data

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

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

### Why we collect your data

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

### Who will we share your data with?

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

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

## **Contacting the RAC's Data Protection Office (DPO)**

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

## Your rights

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

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

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



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