



# Nissan Assistance policy booklet

Terms and conditions  
Please read and keep this for your records

[rac.co.uk](http://rac.co.uk)

**RAC**

## Contact information

	Telephone	In writing
<b>Breakdown in the UK</b>	0330 159 8749	
<b>Breakdown in Europe</b> Calling from <b>Europe</b> Calling from the Republic of Ireland (freephone)	+33 4 26 73 78 96 1 800 646 561	
<b>European Motoring Assistance</b>  To request a claim form (from the <b>UK</b> ) To request a claim form (from <b>Europe</b> )	0800 107 5861 +44 161 332 1040	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
<b>Customer Services</b> including if <b>you</b> are unhappy with any of <b>our</b> services	0330 159 8831	Nissan Assistance RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN
<b>Hearing assistance (in the UK)</b>	Telephone prefix 18001 to access Typetalk or text <b>us</b> on 07855 828282	

## Telephone charges

**We** do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

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

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

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

1. **Your** name
2. The **vehicle's** model and registration number
3. The cause of the breakdown, if **you** know it
4. The exact location of the **vehicle** – the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. Identification such as a bank card or driving licence
7. **Your** credit card for certain sections, such as Hire car and Additional Services

Some garages in **Europe** will require **your** passport and passport number before they begin any repairs.

## Remember

1. Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.
2. **We** will only provide cover if **we** arrange help, or otherwise approve action taken by **you** or on **your** behalf.
3. If **you** fail to contact **us** within 24 hours of becoming aware of the breakdown **we** may refuse to provide cover in relation to the **breakdown**.
4. If **you** have European Breakdown cover and are driving in Europe, **you** must take **your** V5C (vehicle log book), or VE103 (vehicle on hire) certificate with **you**. **We** will also require this if **you** break down in **Europe** and need **us** to bring **your vehicle** back to the **UK**.

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

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

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

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# Your Nissan Assistance policy

Your policy consists of:

1. A breakdown policy – Part 1 of this booklet – one or more contracts of insurance between **you** and the insurers – depending on the type of cover:
    - a. RAC Motoring services provides insurance for Sections A, B, and C in this booklet; and
    - b. RAC Insurance Limited provides insurance for all other sections in Part 1 of this booklet.
- A premium is payable for contracts of insurance which will be made clear to **you** in advance of purchase.
2. An arrangement and administration contract – Part 2 of this booklet – a contract for services between **you** and RAC Financial Services Limited (**RACFS**) as arranger and administrator. Fees may be payable for the services of **RACFS** and will be made clear to **you** in advance of purchase.
  3. A Schedule – detailing the type of cover **you** have, the level of cover chosen, and the cost of membership. The **schedule** will detail the premium, the fees, and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by the administrator following purchase.

## Definitions

These definitions apply, independently, to both contracts in this policy booklet:

- Part 1 – Breakdown policy;
- Part 2 – Arrangement and administration contract; and also apply to
- Your data

Any words in bold appearing throughout this policy booklet have a specific meaning which **we** explain below.

**"approved garage"** means a garage in the **UK** that has been approved by **us**;

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

**"breakdown"/"break down"/"broken-down"** means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, flat tyres [in the **UK** only] but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism or any **driver-induced fault**;

**"caravan"/"trailer"** means any caravan or trailer which complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max height (applicable in Europe only)
4.5 tonnes	7 metres (including tow bar)	2.55 metres	3 metres

**"claim"** means each separate request for service or benefit under any section of this **policy**;

**"driver-induced fault"** means any fault caused by actions or omissions of the driver of the **vehicle**, for example running out of fuel (or charge in an electric **vehicle**) lost, stolen or broken keys or locking **your** keys in **your vehicle**;

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

**"European assistance limits table"** means the table outlining the limits that apply to section E (European breakdown cover) on page 7;

**"fob"** means the numbered tag issued to **you** for **your** keys and which has been registered in **your** name and at **your home**;

**"home"** means the address in the **UK** where **you** live permanently, as shown on **your schedule**;

**"journey"** means a trip to **Europe** lasting no longer than 90 days which begins on departure from **home** on or after the **start date** and ends on return **home** during the **policy period**;

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

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

**"passengers"** means the driver and any passengers traveling in the **vehicle** up to the maximum number permitted as specified by the manufacturer. In **Europe**, passengers must be traveling with **you** for the whole duration of **your journey**;

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

**"policy"** means the **breakdown** policy that is subject to the terms and conditions in Part 1 of this policy booklet together with the **schedule**;

**"policy period"** means the length of time **your policy** is in force, from the **start date** as shown on **your schedule**;

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

1. For the breakdown policy under Part 1 – Sections A, B and C means RAC Motoring Services; and
2. For the breakdown policy under Part 1 – Sections D and E means RAC Insurance Limited; and
3. For Your data, means RAC Motoring Services, RAC Insurance Limited and RAC Financial Services Limited;

4. For Included benefits and Additional services in the **UK** means RAC Motoring Services;
5. For Included benefits and Additional Services in **Europe** means RAC Insurance Limited; and
6. In each case any person employed or engaged to provide certain services on their behalf;

"**RACFS**" means RAC Financial Services Limited;

"**reimburse**" means reimbursement by **us** under the reimbursement process as set out on page 5;

"**road traffic collision**"

1. For Accident care means a collision involving **your vehicle** and at least one other **motor vehicle** on a public highway, private road or a car park to which the public has an uninterrupted right of access; and
2. For all other sections means a traffic collision involving a **vehicle** within the **UK** that immobilises the **vehicle**;

"**schedule**" means the document entitled "Schedule" containing important details about the **policy**, types and levels of cover;

"**specialist resource**" means resource or equipment that is not normally required by **our** patrols, but is required to complete a repair or recovery, for example a crane, tractor, locksmith or lifting equipment for **modified vehicles** with lowered suspension;

"**start date**" means the date that this **policy** begins, or renews, as shown on **your schedule**;

"**UK**" means England, Scotland, Wales, Northern Ireland and for the purpose of this **policy** includes the Channel Islands and the Isle of Man;

"**vehicle**" means the **UK** registered **vehicle** shown on **your schedule**;

"**you**"/"**your**" means the person taking out the **policy** as named on the **schedule**.

## Part 1 – Breakdown policy

### Important information about your policy

- This **policy** is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on your **schedule**. Please make sure this is correct.
- There are general conditions set out on page 10 that apply to all sections. There are also specific conditions that are set out in each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **us**.

## Policy type

### Vehicle Based

This covers the **vehicle/s** shown on **your schedule** if registered at **your home** address. The **vehicle** is covered whoever is driving.

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

The period **you're** covered for and the number of **claims** you can make will be shown on **your schedule** and **European assistance limits table**.

### Monthly policies

If **you** have a monthly **policy**, cover will start on the **start date** and be automatically renewed every month. **Your claim** entitlement will be shown on **your schedule** and **European assistance limits table**. This will set out how many **claims** you can make between **your start date** and review date.

If **you** reach **your claim** entitlement before **your** review date, **we** will let you know and **your policy** will come to an end at the end of the month, as **you** will no longer be eligible to **claim**.

### All other policies

If **your policy period** is less than 24 months, **your claim** entitlement will run from the **start date** to the end date.

If **your policy period** is 24 months, **your claim** entitlement as shown on **your schedule** or **European assistance limits table** will renew 12 months from the **start date**.

## Limits of Cover

Cover under this **policy** is subject to limits on:

1. When a **claim** can be made:
  - a. no **claim** is permitted if the **breakdown** occurred prior to purchasing this **policy**;
  - b. if **you** have purchased Recovery (Section C), Onward Travel (Section D) or European breakdown (Section E), these will not be available to use during the first 24 hours of the initial **start date**, or the date **you** upgrade to that section;
  - c. section E (European breakdown cover) includes unlimited **journeys** during the **policy period**, but each **journey** is limited to a maximum of 90 days;
  - d. in order to make a **claim** under sections C or D **we** must have first attended under section A (Roadside) or B (At Home).
2. The amount that is covered:
  - a. for certain types of **claim** or for certain sections, as set out in this **policy**.

## Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform) or for a **claim** under section E (European breakdown cover) please visit [www.rac.co.uk/europeanclaimform](http://www.rac.co.uk/europeanclaimform)

If **you** have any queries please contact Customer Services. Please send **your** completed claim form within 90 days of the **breakdown** with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Please note: any costs that are not arranged through **us** or agreed by **us** will not be reimbursed.

## Hire car terms

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

1. If **your vehicle** has more seats than the hire car **we** provide, and **you** need more seats, **we** may need to provide two cars.
2. **We** do not provide hire cars for business use, including use for hire and reward
3. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have certain types of endorsement on **your** licence or **you** are under 21), and **you** choose to hire a car yourself, let **us** know before **you** hire a car. Provided **we** have agreed the cost beforehand, **we** will **reimburse you** up to the limits detailed under sections D (Onward Travel) or E (European breakdown cover);
4. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess).
5. **We** will not provide any specific car type, model or accessories, including tow bars;
6. **You** cannot cross a border from one country to another, unless agreed with **us** and permitted by the hire car provider. **You** may need to change vehicles;
7. **We** will not cover any costs of:
  - a. fuel while using the car hire; or
  - b. any insurance excess and additional costs.

## Section A – Roadside (included – see your schedule)

### Covered

If **your vehicle breaks down** within the **UK** more than  $\frac{1}{4}$  mile from **your home**, **we** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to the nearest Nissan franchised dealer, or to:
  - a. an **approved garage**; or
  - b. another local garage; or
  - c. a destination of **your** choice

up to a maximum of 10 miles from the **breakdown**.

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

### Caravans or trailers

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

**We** will not provide any other cover under this section A (Roadside) if **your caravan** or **trailer** breaks down. However, if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it **we** will recover the **caravan** or **trailer** as well.

### Not covered

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

## Section B – At Home (optional – see your schedule)

### Covered

**We** will provide the same cover as the "Covered" part of section A (Roadside) if **your vehicle breaks down** at, or within  $\frac{1}{4}$  mile from, **your home**.

### Not covered

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

## Section C – Recovery (optional – see your schedule)

### Covered

If **we** are unable to repair the **vehicle** under section A (Roadside), or section B (At Home) **we** will recover the **vehicle** and **passengers** from the **breakdown** location to a single destination of **your** choice within the **UK**. For long distances **we** may use more than one recovery vehicle:

Please note: **you** must arrange recovery with **us** while **we** are at the scene.

### Not covered

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

## Section D – Onward Travel (optional – see your schedule)

If **we** attend a **breakdown** under sections A (Roadside) or B (At Home), and cannot fix **your vehicle** on the same day, **we** will help you by making arrangements to allow **you** to continue **your journey**. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

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



## 1. Hire car

### Covered

Please see Hire car terms on page 6.

**We** will arrange a hire car up to 72 hours or until **your vehicle** has been fixed, if sooner.

If **you** arrange **your** own hire car in line with the 'Hire car terms' on page 6, **we** will **reimburse you** up to £35 per day. Hire cars must be arranged with **us** within 24 hours of the time of the **breakdown**.

## 2. Alternative transport

### Covered

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

## 3. Overnight accommodation

### Covered

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

## Assistance in a medical emergency

### Covered

**We** will also help if **you** or one of **your passengers** suddenly or unexpectedly falls ill, or is injured and needs medical help before the end of **your journey**. **We** will help **you**:

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

### Not covered

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

## Section E – European breakdown cover (optional– see your schedule)

### Caravans and trailers

**We** cannot arrange a replacement **caravan** or **trailer**, nor can **we** usually hire vehicles with tow bars so **you** may need to leave the **caravan** or **trailer** with the **vehicle** while it is being repaired. It may become necessary to bring the **caravan** or **trailer** back to the **UK** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the planned return date.

### Important

Please note that **caravans** and **trailers** are only covered when attached to **your vehicle** when the **breakdown** occurs. Please also note that **trailers** do not include anything being carried on the **trailer**, and the benefits under this section E (European breakdown cover) do not extend to them.

## European Assistance Limits Table

The following limits apply to this Section E:

	Assistance limits
Claims entitlement	Up to 3 claims per year
E1 – Onward travel in the UK	<ul style="list-style-type: none"> <li>• Breakdowns up to 48 hours prior to planned departure date</li> <li>• Hire car: up to £125 per day up to a maximum of £750 per claim</li> </ul>
E2 – Roadside assistance in Europe	<ul style="list-style-type: none"> <li>• Garage labour up to £150 if repairs can be completed on the same day</li> </ul>
E3 – Missed connection	<ul style="list-style-type: none"> <li>• 1 claim, up to £500 per claim</li> </ul>
E4 – Onward travel in Europe (including getting you and your passengers back to the UK)	<ul style="list-style-type: none"> <li>• <b>Hire care or additional transport limit:</b> up to £125 per day, up to a maximum of £1,500</li> <li>• <b>Additional accommodation expenses (room only):</b> up to £50 per person, per day, up to a maximum of £500</li> </ul>
E5 – Getting your vehicle home (providing your vehicle is not beyond economical repair)	<ul style="list-style-type: none"> <li>• Costs up to £500 or the <b>market value of your vehicle</b>, whichever is greater</li> <li>• Hire car in the UK – Up to £40 per day for 3 consecutive days</li> </ul>
E6 – Vehicle break in emergency repairs	<ul style="list-style-type: none"> <li>• Up to £180</li> </ul>

## Section E1: Onward travel in the UK

### Covered

If **we** attend a **breakdown** under section A (Roadside) or section B (At home) and **we** cannot fix **your vehicle** by **your planned departure date** and:

1. **you** are within 48 hours of **your** planned departure date
2. limited to the maximum amount set out in the **European assistance limits table**

**We** will arrange a hire car for the continuation of **your journey** or until **your vehicle** has been fixed if sooner, and **we** will transport one person to **our** nearest hire car supplier to collect the **vehicle**.

## Section E2: Roadside assistance in Europe

**We** will cover **you** up to the limit shown in the **European assistance limits table**.

### Covered

If **your vehicle breaks down** in **Europe** during a **journey**, **we** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or

2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to:
  - a. the nearest Nissan franchised dealer; or
  - b. a local garage.
3. If **we** recover the **vehicle** to a local garage **we** will:
  - a. pay for the initial fault diagnosis to find the next course of action;
  - b. contribute towards the garage labour charges up to the amount in the **European assistance limits table**;
  - c. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered.

#### Not covered

1. Repair costs if the **vehicle** repair costs will be more than its **market value**;
2. The costs of any parts.

#### Please note:

- By claiming under this section, **you** are authorising **us** and the garage to undertake fault diagnosis.
- In Europe, **we** may not be able to attempt to repair the **vehicle** at the roadside. Instead **we** will recover the **vehicle** and **passengers** to a local garage to enable **us** to provide cover under this section.

## Section E3: Missed connection

**We** will cover **you** up to limits shown in the **European assistance limits table**.

#### Covered

If **we** attend a **breakdown** during a **journey** under sections A (Roadside) or E2 (Roadside assistance in Europe) and **you** miss **your** pre-booked connection, **we** will **reimburse you** for the costs of a replacement standard class ticket to allow the **passengers** to continue the **journey**.

#### Not covered

1. The cost of:
  - a. connections where **you** are not travelling in the **vehicle**;
  - b. transport to a destination outside of **Europe**; or
  - c. the original travel ticket.

## Section E4: Onward travel in Europe

**We** will cover **you** up to the limit shown in the **European assistance limits table**.

#### Covered

If **your vehicle** has a **breakdown** during a **journey** in **Europe** and **we** establish that the repairs cannot be completed within 6 hours, **we** will help **you** by making arrangements for the **passengers** to continue the **journey**. **You** can choose one of the following options based on **your** circumstances and subject to availability:

1. Hire car;
2. Alternative transport; or
3. Additional accommodation expenses.

#### Not covered

The cost of transporting **you** and **your passengers** to collect **your** hire car, getting to a station or travel to **your** hotel.

Cover under this section will stop once;

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

Once **you** are notified of **your** cover ending, if **you** have a hire car, **you** must return it to the place agreed by **us** within 24 hours. **You** can keep the hire car for longer if **you** agree with **us** first and pay for it.

### 1. Hire car

#### Covered

A hire car as a replacement until **your vehicle** has been fixed, up to the limits in the **European assistance limits table**. Please see Hire car terms on page 6.

### 2. Alternative transport

#### Covered

A standard class ticket up to the limits in the **European assistance limits table** for travel by air, rail, taxi or public transport.

### 3. Additional accommodation expenses

#### Covered

**We** will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation.

#### Not covered

Accommodation where **you** have suitable alternative accommodation **you** can use.

### Getting your passengers home

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

1. **Your vehicle** is brought back home under section E5 (Getting your vehicle home); or
2. Once **we** establish that the repair costs to **your vehicle** exceed its **market value** under section E5 (Getting your vehicle home).

## Section E5: Getting your vehicle home

**We** will cover **you** up to the limit shown in the **European assistance limits table**.

#### Covered

If **we** attend a **breakdown** in **Europe** under section E2 (Roadside assistance in Europe) and the **vehicle** cannot be repaired before **your** planned return to the **UK**, **we** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of **your** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If **your vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard



class rail or air fare and public transport and a contribution towards room only accommodation up to £50 per day;

4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once we have brought **passengers home** under section E4 (Onward travel in Europe) until **your vehicle** is brought back to the **UK**, up to the amount set out in the **European assistance limits table**.

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

#### Not covered

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

#### Important

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

## Section E6: Vehicle break-in emergency repairs

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

#### Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** **we** will **reimburse you**, up to the amount shown in the **European assistance limits table**, for:

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

#### Not covered

1. The cost of any parts.
2. Any benefits under any other section of this **policy**.

## Section E7: Replacement driver

Although this is not covered as a **breakdown** under this **policy**, if **you** unexpectedly fall or **you** are injured ill during **your journey** in **Europe** meaning **you** are unable to drive, **we** will provide a replacement driver to allow **you** to continue **your journey** or return home.

**We** will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

#### Not covered

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

## Included benefits

The following are provided at no additional charge:

### 1. Accident care

If **you** have a **road traffic collision** in the **UK**, **we** may be able to help **you** with the following additional services:

#### Post-accident assistance

Call **us** straight from the scene on 0800 55 33 88 and **we** can give **you** help and advice on:

1. Whether **you** can still drive **your vehicle**, or if it is best for it to be recovered;
2. Arranging a recovery under **our** Road traffic collision assistance (below);
3. Whether to claim on **your** insurance;
4. Arranging a replacement vehicle for **you**, if **you** need one; and
5. **Your** rights to claim compensation if the **road traffic collision** was not **your** fault.

#### Road traffic collision assistance

**We** can transport **your vehicle** up to 150 miles from where the **road traffic collision** happened but there is a charge for this service. **We** will discuss the charge with **you** when **you** require recovery after a **road traffic collision** and if **you** agree to proceed, the charge will be payable to **us** within 180 days. **We** can help recover these costs from **your** motor insurer or the responsible third party.

### 2. Key return

**We** will send **you** one key **for** **your** vehicle. The **for** has **your policy** number and a FREEPOST address printed on it. If **you** lose your keys, and they are returned to **us**, **we** can get them posted back to **you**.

If they are returned to **us** but **your** cover is no longer valid, **we** can still post them back to **you**, but **you** will have to pay the cost.

### 3. Service in the Republic of Ireland

**Please note:** This service is only provided if **your home** address is in Northern Ireland and as an alternative option to **your** European breakdown cover under section E.

If the **vehicle** has **broken-down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under section A (Roadside). If we are unable to repair **your vehicle** at the roadside, **we** will recover the **vehicle to your home**, or to another destination in Northern Ireland if the distance is less.

### 4. Urgent message relay

If **your vehicle** has **broken-down** and **you** need to get in touch with friends and family urgently, **we** will get a message to them for **you**.

### 5. UK replacement driver, or recovery in the event of illness

If **you** suddenly or unexpectedly fall ill or are injured, during a journey in the **UK** and no one within **your** party can drive the **vehicle**, **we** may be able to provide **you** with a replacement driver or recover the **vehicle** and **passengers** to a single destination within the **UK**. This service is discretionary, and **we** will decide whether or not to provide this service. **We** will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

## Additional services

### In the UK

If **your vehicle** cannot be driven for a reason other than a **breakdown** or **road traffic collision**, for example if **you** have a **driver-induced fault**, **we** will send help to the **vehicle**. If **we** cannot get **you** going again, **we** will recover the **vehicle** and **passengers** up to 10 miles. Any equipment or **specialist resource** required by **us** to repair or arrange the recovery of the **vehicle** will be chargeable.

### In Europe

If **your vehicle** cannot be driven due to the following reasons, **we** will attend and recover **your vehicle** and **passengers** to a local garage;

1. A **road traffic collision**;
2. If **you** have put the wrong fuel in a **vehicle**;
3. If **your vehicle** has run out of fuel (or charge in an electric **vehicle**); or
4. If **your vehicle** has a flat tyre

If **your** keys are locked in the **vehicle**, **we** will get them out if possible, but **we** are not liable if damage is caused to the **vehicle** in doing so.

### In the UK & Europe

**We** may provide additional services that are not included in **your policy** but **we** will charge **you** for these, for example to;

1. Pay for **specialist resource** to complete the repairs;
2. Extend the hire time for replacement car; or
3. Arrange a second or extended recovery.

**We** will agree the costs upfront and need full payment before **we** can help. If **you** are shown as Lead Customer on the **schedule**, **you** will be responsible for any additional charges, so if **we** help someone under **your policy** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the scene. **You** are not entitled to benefits under any other section of this **policy**.

## General conditions

1. **You** must pay **your** premium;
2. **You** must request services directly from **us**. **We** will only provide cover if **we** make arrangements to help **you**, or if **you** make arrangements that **we** have agreed in advance;
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your policy** will not cover this;
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair;
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover;
6. There must be a driver with the **vehicle** when **we** attend. If there is not, **we** will not be able to provide service;
7. **We** are not responsible for any loss or damage to the contents of **your vehicle**;
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult;
9. **We** will not allow animals in **our** vehicles except assistance dogs. Any animals can remain in **your vehicle** at **your** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport livestock. **We** will not be responsible for any costs relating to animals;
10. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat where required;
11. Where **we** provide a repair to **your vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility;
12. **We** will not be responsible for any losses that **you** incur following a **breakdown** that are not expressly covered by this **policy**. For example, **we** will not pay for any loss of earnings or missed appointments;
13. **We** do not guarantee that recovery to any garage, including a Nissan franchised dealer, will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot

- guarantee this. **We** will not take responsibility for repairs carried out at any garage, whether an **approved garage** or not, and the contract for such repairs will be between **you** and the garage / repairer.
14. **We** will not provide service under this **policy** if **we** are prevented from doing so in circumstances beyond our reasonable control, including, but not limited to, an act of terrorism, a pandemic or epidemic, extreme weather, the activities of civil or government authorities, industrial disputes, riots, war or civil unrest. In these circumstances, **we** will take steps to prevent or minimise the effects on **our** services.
  15. The cost of the following is not covered by this **policy**:
    - a. **specialist resource**;
    - b. tolls, ferries or congestion or low emission zone charges for **your vehicle** and **our** vehicle;
    - c. any damage to glass even if the damage means **you** cannot legally or safely drive. **We** will arrange transport to a local garage so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
    - d. spare tyres and wheels and repairing or sourcing them;
    - e. recovery by someone other than **RAC**. If the emergency services, local authority, or government agency are handling the **breakdown**, **we** will only attend and provide recovery once instructed to do so by them.
  16. In handling any **claim** there may be more than one option available to **you** under this **policy**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;
  17. **Your vehicle** must be privately owned;
  18. This **policy** does not cover:
    - a. routine servicing, maintenance or assembly of **your vehicle**;
    - b. **caravans** or **trailers**, except as described under sections A and E;
    - c. use of **your vehicle** for hire and reward;
    - d. **breakdowns** that occur during activities or events that are not subject to the normal rules of the road, for example, breakdowns on a track day. **We** will not attend **breakdowns** on race tracks or where **you** have been immediately recovered from a race track;
    - e. **breakdowns** that occur, or recovery of **vehicles** to a destination that is, off the public highway to which **you** or **we** have no legal access;
    - f. **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
    - g. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
    - h. any **claim** that is or may be affected by the influence of alcohol or drugs;
    - i. any **claim** under this **policy** where the **breakdown** was first reported to **us** under a different membership; or
    - j. **vehicle** storage charges. If **your vehicle** is being stored, **you** will be contacted at **your** last known address with the details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening.
  19. If **you** are asked to review and approve a document (either paper or electronic) recording the condition of **your vehicle**, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.
  20. Where **we** arrange a hire car, taxi, hotel or similar benefit under this **policy**, **we** will always try to find a suitable option that is available at the time, however:
    - a. **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
    - b. for hire cars, whilst **we** use reputable companies, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
  21. Any **claim** which **you** could make under any other insurance policy. If the value of **your claim** is more than **you** can recover under another policy **we** may pay the difference, subject to the limits as set out in this **policy** and the **schedule**.

## Conditions specific to travel in Europe

1. **You** must be a permanent resident in the **UK** during the **policy period**;
2. **Claims** made more than 24 hours after the **breakdown** may be declined in part or completely;
3. This **policy** does not cover:
  - a. vehicle storage charges, other than under section E5 (Getting your vehicle home);
  - b. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
  - c. overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
  - d. **breakdowns** in **Europe** caused by running out of oil or water, frost damage or rust or corrosion.
4. **We** will not cover any **claim** for any repairs which are not essential in order to continue the **journey**;
5. **You** must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**;
6. How **we** calculate the exchange rate:
  - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;

- b. Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:
  - i. at the exchange rate used by **your** credit or debit card provider; or
  - ii. at the exchange rate used by **us** when we receive **your** claim form if **you** paid in cash
7. If **your vehicle** needs to be repaired following a **breakdown**, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under section E4 (Onward travel in Europe) or section E5 (Getting your vehicle home).
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your policy** to try and obtain a service under this **policy**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

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

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

## Cancellation of your policy

### Your right to cancel

**You** can cancel **your policy** within the cooling off period, which is either 14 days from the **start date** or the date **you** receive **your policy** documents, whichever is later. **We** will only cancel **your policy** when authorised by the Lead Customer shown on **your schedule**.

If **you** do this, **we** will cancel the **policy** with immediate effect from the date **you** request it, and **we** will refund **your** premium in full, unless **you** have made a **claim**.

If **you** cancel after the cooling off period, **we** will refund **your** premium, less an amount to reflect the time **you** have already been covered. However:

- a. **You** will not receive any premium if **you** have made a **claim** during the **policy period**; and
- b. **We** will not refund any administration and administration fee **you** have paid.

The amount of arrangement and administration fee will be shown on **your policy schedule**.

Cancelling a Direct Debit will not always cancel **your policy**, so in order to cancel **you** must contact Customer Services.

### Our right to cancel

- a. If any premium for the **policy** is not paid by the relevant date as stated on **your schedule**, **we** will notify **you**. All payments must be paid within 28 days of the relevant date. If not **we** may cancel **your policy**;
- b. **We** may cancel the **policy** at any time and refund **your** premium less an amount for the time **you** have been covered. In the event of the misuse of the **policy**, however, **we** will not refund any premium; and
- c. **We** may cancel a monthly continuous **policy** by writing to **you** one month before the date when **we** intend to end the **policy**.

## Misuse of your policy

**You** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;

## Renewing your policy

### Monthly continuous policies

If **you** have a monthly continuous policy as shown on **your schedule**, **we** will automatically renew this every month until **you** or **we** cancel it. **We** will however contact **you** at the last known postal or email address before **your** review date to advise **you** of any changes **we** may make to the **policy** and also to ensure the cover still meets **your** needs.

### All other policies

**We** will contact **you** at the last known postal or email address before the renewal date to confirm whether **your policy** will continue with **us** along with any changes.

If **you** have authorised **us** to do so, **we** will automatically renew **your policy** and collect the premium that is due. If **you** no longer wish **us** to do this, please go to [rac.co.uk/](http://rac.co.uk/) renewal or call 0330 159 0360.

If **your** card details have changed, **we** will look to update them from **your** card provider, as permitted in the Card Merchant Operating Instructions, to let **us** renew **your policy**.

If **you** have informed **us** **you** do not wish to automatically renew **your policy** it will expire at the end of the **policy period**.

## Upgrading your policy

**You** can upgrade **your policy** at any time to add optional cover. **You** must pay the premium of the upgraded cover section before the cover can start.

All upgraded cover sections will apply 24 hours after upgrading.

To upgrade please contact **our** Customer Services.

## Changes to your details

**You** must let **us** know immediately if **you** need to change anything on your policy including the schedule. **We** will only make the changes when authorised by the Lead Customer as shown on **your schedule**. **You** will be sent a revised **schedule**.

**We** can be contacted by phone, post, or email. Please see Contact Information on page 2.

Please note if **you** change **your vehicle**, **you** may not be eligible for all the cover on this **policy**, and **we** will discuss this with **you** should you need to make a change.

**We** will not change **your policy** into someone else's name. If **you** cancel **your policy** for any reason, the whole **policy** will be cancelled and others on **your policy** will no longer be covered by **us**. **We** will be able to set up a new policy for the others, if required.

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

## Complaints

**We** are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected.

If **you** are unhappy with **our** services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, or the included benefits, please contact **us** as follows:

	Phone	In writing
Breakdown related complaints	0330 159 0339	Nissan Assistance Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk

If **you** are unhappy with **our** services relating to Part 2 of this policy booklet such as sales, arrangement and administration of **your policy**, please see page 14.

## Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

0800 023 4567 / 0300 123 9123  
complaint.info@financial-ombudsman.org.uk  
www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**.

Using this complaints procedure will not affect **your** legal rights.

## Financial Services

### Compensation Scheme

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

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

The cover provided by RAC Motoring Services under this **policy** is not covered by the FSCS.

### Law

The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary, these contracts will be subject to 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.

## Part 2 – Arrangement and administration contract

### RAC Arrangement and administration contract

This is the contract between RAC Financial Services Limited (Registered No: 05171817) Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW and **you** under which **we** will arrange and administer the **RAC** breakdown policy on **your** behalf (the "arrangement and administration contract").

#### 1. When does this arrangement and administration contract start and end?

This arrangement and administration contract relates to **our** services in arranging and administering **your** RAC breakdown policy. **Our** services will start at the same time as **your** RAC breakdown policy and will continue for the same period of time. This is set out in **your schedule**. If **your** RAC breakdown policy is terminated or is cancelled for any reason, then no further services can be delivered under this arrangement and administration contract, which will be terminated or cancelled automatically at the same time. This arrangement and administration contract cannot be terminated or cancelled independently of the RAC breakdown policy.

#### 2. Who owns and regulates 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). **Our** FCA registration number is 313989. The FCA is an independent body that regulates the financial services industry in the UK. **RACFS's** permitted business is that of an insurance intermediary that arranges and administers contracts of general insurance. **You** can check this information on the Financial Services Register by visiting the website <https://register.fca.org.uk/> or by contacting 0800 111 6768.

### 3. Which companies does RACFS deal with?

**RACFS** deals with RAC Motoring Services (RACMS) which provides Roadside, Recovery, and At Home insurance as set out in the **breakdown policy**, and RAC Insurance Limited (RACIL) which provides all other insurances as set out in the **breakdown policy**. **RACFS** acts as an agent of RACMS and RACIL when selling the RAC **breakdown policy** and renewing the RAC membership. These are the only providers of breakdown assistance available through **RACFS**.

### 4. What services does RACFS provide?

**RACFS** provides the following services to you:

Arranging breakdown cover:

**RACFS** will provide **you** with information on the breakdown cover available from RACMS and RACIL under an RAC membership and will ask **you** some questions to help narrow down the level and type of that breakdown cover of interest to **you**. Where **you** purchase the **policy** through one of **our** contact centres, **you** will not receive advice or recommendation on the level or type of breakdown cover to buy. Instead **you** will need to make **your** own choice on which level and type of breakdown cover **you** require.

Once **you** decide what cover **you** require, **RACFS** will arrange this for **you** with RACMS and RACIL. These services will include:

1. Letting **you** know the total cost of cover for **your policy**;
2. Arranging payment of the total cost of cover for **your policy**; and
3. Issuing policy documentation and membership card(s) to **you**.

**Review of a monthly continuous policy – RACFS** will contact **you**, before **your** review date, to remind **you** of the cover you have and let **you** know if RACMS or RACIL propose to make any changes to the cost of the breakdown **policy** or other terms and conditions.

**Renewal of all other policies – RACFS** will contact **you**, before **your** renewal date, to let **you** know if RACMS or RACIL propose to make any changes to the cost of the breakdown **policy** or other terms and conditions for the next **policy period**. **RACFS** will also notify **you** of the fee payable for the next **policy period** and then arrange the continuation of **your policy** with RACMS and RACIL.

Administering breakdown cover:

After arranging breakdown cover **RACFS** will administer it on **your** behalf, including:

1. Supplying replacement policy documentation or membership card(s);
2. Notifying RACMS and RACIL of any changes to **your policy** and keeping your records up to date;
3. Dealing with enquiries relating to **your policy**;
4. Changing payment methods;
5. Managing any cancellation of **your policy**.
6. Collecting premium and other charges and fees due for **your** RAC membership; and
7. Making changes to the cover **you** hold under **your** RAC membership.

If **you** wish to change the type or level of cover, **RACFS** will provide **you** with information to help **you** make a decision and will arrange any changes to the **policy** with RACMS and RACIL, including arranging any additional payments for the change in cover and issuing any relevant **policy** documentation and card(s).

1. Notifying **you** of any changes made by RACMS or RACIL to the terms and conditions; or
2. Retaining records as to **your** cover under the RAC membership together with a copy of the policy booklet and **schedule** that was issued to **you**.

### 5. How can you contact RACFS?

If **you** need to contact **us** in relation to any of the services set out in Part 2 of this policy booklet and for general enquiries about **your policy**, please contact **us** as follows:

Purpose of contact	Phone	In writing
General enquiry	0330 159 8831	Nissan Assistance RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
Complaints	0330 159 8831	Membership Customer Care Address as above membershipcustomercare@rac.co.uk

If **you** are unhappy with the services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, or for included benefits, please see page 13.

Call charges apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans.

**We** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

### 6. What will you have to pay for services provided by RACFS?

As part of the total cost of RAC membership, **RACFS** may charge **you** a fixed arrangement and administration fee for providing certain services under this arrangement and administration contract for each **policy**. Other services may be provided at no additional charge. This will be made clear to **you** in advance of entering into the arrangement and administration contract, and any renewal (or review, for a monthly continuous **policy**). **RACFS** will collect the administration fee at the same time that it collects the cost of cover for **your** RAC breakdown policy and using the same payment method. Please see your **schedule** for more details. The arrangement and administration fee will be identified separately on the **schedule**.

If this arrangement and administration contract is cancelled or terminated by **you** as a result of **you** cancelling your RAC membership during the cooling off period – being the 14 day period following the later of:



- a. the **start date**: or
- b. the date you received the RAC breakdown policy documentation; then

**RACFS** will refund **your** arrangement and administration fee in full unless **you** have made a **claim** under the breakdown **policy** within this cooling off period. If a **claim** has been made during this cooling off period no refund will be given. If this administration contract is cancelled or terminated at any other time, no refund will be given.

### 7. Risk of Insolvency

All money received by **RACFS** in respect of **your** RAC breakdown policy is held on behalf of RACMS or RACIL (as applicable) so that you have no risk in the event of RACFS's insolvency. However, this means that, in the event of RACMS or RACIL's insolvency, any sums RACFS holds for the applicable company are deemed to have been paid to it and will not be returnable to **you**.

### 8. Matters outside RACFS's reasonable control

**RACFS** will not provide any service under this arrangement and administration contract if it is prevented from doing so in circumstances beyond its reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **RACFS** will take steps to prevent or minimise the effects of such circumstances on its services.

### 9. Exclusion of RACFS' liability

To the extent permitted by law, **RACFS** shall not have any responsibility for:

1. Any increased costs or expenses;
2. Any loss of profit, business, contracts, revenue, anticipated savings; or
3. For any losses that, in view of **your** particular circumstances, **RACFS** could not have anticipated may arise as a result of or in connection with any service provided by **us**, whether these losses arise in negligence, breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or this arrangement and administration contract shall exclude or restrict the **RACFS's** liability for negligence resulting in death or personal injury.

### 10. What to do if you have a complaint

If **you** are dissatisfied with any aspect of the administration services provided by **RACFS** under this administration contract, please contact **us**.

In the event that **RACFS** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

0800 023 4567 / 0300 123 9123  
complaint.info@financial-ombudsman.org.uk  
www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with **us**. Using this complaints procedure will not affect **your** legal rights.

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

**RACFS's** activities in arranging and administering **your** RAC membership are covered by the FSCS. If **RACFS** cannot meet its obligations **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

### 12. Use of English law and language

Communication by **RACFS** to **you** concerning this administration contract or the **policy** will be in English. The parties are free to choose the law applicable to this administration contract. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

## Your data

This section provides a short summary of how **we** collect and use your data and who **we** share it with. Please refer to **our** website at [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy) for full details of how **we** use **your** data. Alternatively, **you** can obtain a copy of **our** Privacy Policy by using the contact details below.

The data controller in relation to the personal data **you** supply in arranging, purchasing and making a request for a service or benefit or for cover under this Nissan Assistance policy is RAC Motoring Services, (Registered No: 01424399, with ICO Registration Z6342667), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

### What is your data?

There are three types of data **we** will hold about **you**:

1. Personal data is information **we** hold on our records which identifies **you**. This includes **your** name, address, email address and telephone number;
2. **We** will also hold data about **you** that is not personal, for example, information about **your vehicle**; and
3. A small number of **our** products and services require **us** to collect and store special categories of personal data. **We** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

### How we obtain and collect your data

**Your** data may be collected in a number of different ways. For example, when **your** details are shared with us by Nissan for the provision of breakdown services, when **you** contact **us** through social media or make a claim under **your policy**. **We** will always need to collect, store and use information about **you** to be able to provide you with **your policy**.

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

## How we will use your data

**We** will use **your** data for the administration of **your policy**, for example, helping **you** if you make a claim. **We** may disclose **your** personal data to **our** service providers who provide help under **your policy**.

**We** carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossessions). **We** also monitor and record any communications with you including telephone conversations and emails for quality and compliance reasons.

### Marketing

RAC will not use the information collected for the provision of this **policy** to send **you** marketing communications.

### Your rights

**You** have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy) or contact the Data Protection Officer:

1. Call **our** Customer Service Team; or
2. Email **us**: [privacyrights@rac.co.uk](mailto:privacyrights@rac.co.uk); or
3. Write to **us**: RAC Membership Customer Care, Great Park Road, Bradley Stoke, Bristol, BS32 4QN