



## RAC Breakdown Cover

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

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

### PLEASE READ AND KEEP THIS HANDY

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Legal Care Plus	Page 70
Household Legal Expenses	Page 82

# **RAC Breakdown Cover UK Policy Booklet**

PLEASE READ AND KEEP THIS HANDY

**RAC**

## Contact information

### Want to make a claim?

What's the claim for?	Online	Phone
<b>Breakdown</b>	rac.co.uk/reportbreakdown Or, download the myRAC app. <b>Going online is the fastest way to report your breakdown.</b>	0333 200 0999 <b>If you have difficulty communicating, you can text us on 0785 582 8282.</b>
<b>Key Replace</b>	rac.co.uk/keyreplaceclaim	0330 159 0952
<b>Accident care</b>		0333 200 0999

### Get in touch

	Email or phone	Post
<b>Customer Services</b>	0330 159 0360 membership@rac.co.uk You can also update your details in the myRAC app.	RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN
<b>Legal helpline</b>	0330 159 1446 legaladvisory@rac.co.uk	

#### Options for people with communication difficulties

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

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



Chris, patrol since 2010, North West

## What you need to know

This booklet has everything you need to know about your policy. We've listed a summary of some important bits below, such as 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 membership number. If you don't have this handy, we'll need your house number and postcode.
- The vehicle's make, model and registration number.
- Where you have broken down. This could be an address, the road name, or the motorway name and nearest junction.
- A number we can contact you on.
- Some ID. This could be a bank card or a driving licence.

### Reminders

- › You must always report a breakdown to us first if you need our help. We'll not reimburse you for any costs unless we have clearly agreed.
- › If any of your details change, let us know straight away. If you don't, there may be additional charges if you break down. In some cases you may not be covered. All vehicles on a vehicle-based policy must be registered to your home address and all members on a personal-based policy must live at the same home address.
- › Keep your vehicle roadworthy. You'll need valid tax, insurance and an MOT or we won't be able to help if you break down.
- › We're here to help. But if we tell you about a fault or carry out a temporary repair, it's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.
- › We can't guarantee how quickly we'll be able to get to you after you've reported a breakdown, but we'll always take your circumstances into account.
- › If you do break down, you'll be asked to read and sign a form that tells you what we found wrong with your vehicle, a suspected diagnosis is given and what you need to do. Please make sure you read and understand this.
- › Your policy doesn't cover vehicles over 3.5 tonnes. We also have length and weight restrictions (maximum 6.4 metres long and 2.55 metres wide) as we can't tow vehicles bigger than this.
- › You are only covered for business use in your personal vehicle if you have added this extra cover to your policy.
- › You are only covered for attendance in your commercial vehicle if you have added this extra cover to your policy.
- › Keep a debit or credit card with you when you travel. You may need it for a hire car or to pay for things upfront, even if you're covered.

### Want an easier way to report your breakdown?

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

Download and drive



Bradley, patrol since 2022, South West

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Majid,  
patrol since 2015,  
London

# Who arranges and provides your cover?

## There are three parts to your RAC membership.

### 1. Breakdown policy

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

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

### 2. Arrangement and Administration Contract

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

### 3. Schedule

Your schedule will give you details on:

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

#### Policies with an excess

If you have a policy that charges an excess, we'll make it clear how much this is before you buy the policy. We'll also include details of this in the schedule that we'll send you when you buy or renew your policy.

An excess is the first part of every claim that you have to pay before we come to help you.

# Making sense of your policy

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

#### breakdown, break down, broken down

An event that happens during the time you're covered that stops the vehicle being driven. This must be because of a mechanical failure (such as if your car won't start) or an electrical failure (for example, loss of power). This also includes flat tyres and running out of fuel or charge. We don't consider it a breakdown if the vehicle can't be driven because of:

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

#### driver-induced fault

Any fault caused by the driver of the vehicle, accidentally or on purpose. It includes filling your car with the wrong fuel, losing or breaking your keys, or locking your keys in your vehicle.

#### home

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

#### passengers

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

#### we, us, our

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

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

#### RAC Mobile Mechanic

A paid-for service that we provide. It is not included in your breakdown policy.

#### road-traffic collision

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

#### specialist resources

Resources or tools that our patrols don't usually carry and which may be needed to repair or recover a vehicle. For example a crane, tractor, locksmith or lifting equipment.

#### UK

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

#### you, your

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

# Part One: Breakdown Policy

## How your policy works

- Some of the cover is optional, such as cover for losing your keys. The cover you have chosen is listed in your schedule. Please double-check it is right for your needs.
- On pages 19 and 20 of this booklet, we have listed the conditions of this policy. These apply to everything in this booklet. For your cover to be valid, you must meet all these conditions.
- All claims and requests for service must be made directly to us.

## Policy types

We have two types of breakdown cover.

### 1. Personal cover

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

### 2. Vehicle cover

This covers up to three vehicles registered at your home address. They must all be listed in your schedule. The vehicle cover will apply to whoever is driving.

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

### Monthly continuous policies

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

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

### All other policies

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

## What vehicles am I covered in?

You are only covered for cars, light vans, motorhomes or minibuses that are less than:

- a. 3.5 tonnes
- b. 6.4 metres long (including a tow bar), and
- c. 2.55 metres wide.

You are also covered for motorcycles that are 49cc or over.

Your vehicle must:

- be registered in the UK
- be insured and have valid road tax (not SORN)
- have a valid MOT certificate (unless legally exempt), and
- be owned or leased by a person (not a company) and used for private use only unless you have purchased an add-on upgrade (section E or F).

This means the vehicle should be registered in your name, or the name of another person at your address. It must only be used for social, domestic and pleasure purposes, and travelling to and from one place of work.

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

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

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

### Important

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

## When can I make my first claim?

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

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

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

## Section A – Roadside (Included)

### Covered

If your vehicle breaks down in the UK, as long as you're more than a quarter of a mile (measured in a straight line) from your home, we'll send help to repair the vehicle. This could be a permanent or temporary repair. In some cases we may be able to fix your vehicle remotely.

- If our remote team can't help, or our patrol can't provide you with an emergency repair at the roadside, we can either:
  - a. arrange for an RAC Mobile Mechanic to attend you in a safe location (you will need to pay for any repairs), or
  - b. recover your vehicle and passengers to a destination up to 10 miles away. This could be:
    - an RAC-approved garage, or
    - another location of your choice. This could be a local garage or your home.

### Not covered

- The cost of any parts or specialist resources.
- The fitting of parts, including batteries, supplied by anyone other than us.
- Any breakdown that happens because of a fault we've looked at in the past:
  - a. that hasn't been properly repaired, or
  - b. that we have temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.
- The cost of any repair work carried out by an RAC Mobile Mechanic after your breakdown and rescue, including labour and parts.

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

### Covered

At Home gives you the benefits of Roadside cover, but we will also help if you break down at home, or within a quarter of a mile of your home.

### Not covered

Please see the 'Not covered' part of Roadside (section A). This applies to At Home cover as well.

## Section C – Recovery (Optional: see your schedule)

### Covered

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

For long distances, we may use more than one recovery option to get you and your vehicle to your destination.

### Important

When we first arrive, you will need to let us know where you would like us to take the vehicle and passengers.

### Not covered

- Please see the 'Not covered' part of Roadside (section A) on page 11. This applies to Recovery as well.
- If your vehicle is designed to carry a spare tyre, but you are not carrying one, or it's not in safe working order, we won't provide full national recovery for tyre-related breakdowns. We'll only offer you a 10-mile tow.
- If you choose a destination but when we arrive it's closed or we can't access it, we won't offer a second recovery. This applies to recovery of both the vehicle and passengers.



Stuart, patrol since 2007, South West

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

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

If we attend a breakdown but can't fix your vehicle on the same day, we'll arrange for you to continue your journey.

- If you have Courtesy Car you can only select option 1.
- If you have Onward Travel or Onward Travel Premium, you can choose one of the following options.

Option 1 Hire car		
<b>Covered</b>		
<ul style="list-style-type: none"> <li>• You're covered for a hire car up to the limits set out below.</li> <li>• Hire cars must be arranged with us within 24 hours of the breakdown.</li> <li>• 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.</li> <li>• If you don't meet the terms of the car-hire provider we arrange and you decide to hire a car yourself, let us know. If we've agreed the cost beforehand, we'll reimburse you up to the limits of your policy. The reimbursement process is set out in Section I.</li> </ul>		
<b>Not covered</b>		
<ul style="list-style-type: none"> <li>• Hire car cover will stop once the vehicle has been fixed or the limit has been reached, whichever happens soonest.</li> <li>• We won't provide a specific car type or model, adapted vehicles or accessories – including tow bars.</li> <li>• We won't cover any cost of:               <ul style="list-style-type: none"> <li>– delivering and collecting the hire car and any fuel used unless you have Onward Travel Premium</li> <li>– fuel while using the hire car, or</li> <li>– insurance excess or additional costs.</li> </ul> </li> </ul>		
<b>Limits</b>		
Courtesy Car	Onward Travel	Onward Travel Premium
Up to 3 days or £35 per day.	Up to 3 days or £35 per day.	Up to 7 days or £500.
Small hatchback with five seats.	Small hatchback with five seats.	Vehicle of similar size to your own.
		Delivering and collecting the hire car.

Option 2 Alternative transport		
<b>Covered</b>		
<ul style="list-style-type: none"> <li>• If you would prefer to continue your journey in the UK by air, rail, taxi, or public transport, we'll reimburse you. We can cover a standard-class ticket.</li> </ul>		
<b>Limits</b>		
Courtesy Car	Onward Travel	Onward Travel Premium
Not covered.	Up to £150 per person or £500 for the whole party, whichever is less.	Up to £500.
<b>Option 3 Overnight accommodation</b>		
<b>Covered</b>		
<ul style="list-style-type: none"> <li>• You may decide that you would like to wait with your vehicle while it's being fixed. We'll arrange one night's accommodation (including breakfast).</li> </ul>		
<b>Not covered</b>		
<ul style="list-style-type: none"> <li>• Evening meals.</li> <li>• Alcohol.</li> <li>• Accommodation if you break down less than 20 miles from home.</li> </ul>		
<b>Limits</b>		
Courtesy Car	Onward Travel	Onward Travel Premium
Not covered.	Up to £150 per person or £500 for the whole party, whichever is less.	Up to £500.

## Section E – Business Use

(Optional: see your schedule)

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

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

<b>Covered</b>
We will extend your cover so that you can use a vehicle for business use.
<b>Not covered</b>
<ul style="list-style-type: none"> <li>• Vehicles registered to a business.</li> <li>• Vehicles that are sign written or have a logo on.</li> <li>• Taxi's or used for hire and reward.</li> <li>• Vehicles used for driving instructors.</li> </ul>



## Section F – Commercial Vehicle

(Optional: see your schedule)

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

Covered
We will extend your cover to a nominated vehicle you use for business that is: <ul style="list-style-type: none"><li>• Sign written (this means it displays a business logo or advertising)</li><li>• Used for hire and reward (this means it is a taxi or private hire vehicle) or</li><li>• that you use as a driving instructor.</li></ul>
Not covered
<ul style="list-style-type: none"><li>• Vehicles not nominated for this cover.</li><li>• Vehicles not registered to your home address.</li></ul>
<b>Important</b> If your vehicle is a taxi or used for private hire and you have onward travel (section D) we will not provide onward travel benefits for your passengers. You will also not be able to use any replacement vehicle we provide you for the purposes of hire or reward.

## Section G – Battery Replace

(Optional: see your schedule)

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

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

Covered
If we attend a breakdown caused by a fault with your vehicle's 12v starter battery and we can't recharge it, we'll: <ul style="list-style-type: none"><li>• fit a new battery, and</li><li>• dispose of the battery we've replaced.</li></ul>
Not covered
<ul style="list-style-type: none"><li>• Policy excess (your schedule will tell you if there is an excess to pay).</li><li>• Batteries that need to be fitted by a manufacturer or garage.</li><li>• Motorhomes, kit cars, or quad bikes.</li><li>• Electric or hybrid vehicles, except the 12V battery.</li><li>• Breakdowns that have been caused by incorrect or incorrectly fitted batteries.</li><li>• Batteries that have been misused or abused.</li><li>• Breakdowns that happen because of a fault we've looked at in the past and have temporarily repaired, but you haven't followed our advice afterwards.</li></ul>

## Section H – Tyre Replace

(Optional: see your schedule)

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

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

If your tyres are maliciously damaged (that is, somebody has damaged your tyres on purpose), you must report it to the police within 72 hours. You will need a crime reference number to make a claim.

Covered
If your vehicle can't be driven because of damage to one or more of the tyres fitted to it, we can help. We cover accidental and malicious damage, and punctures. <ul style="list-style-type: none"><li>• We'll arrange and pay for a replacement tyre at an RAC Tyre Garage. We'll arrange this with you at a convenient time but cannot guarantee the same day.</li><li>• The replacement tyre will be of the same size and rating, using an equivalent brand.</li><li>• If we are unable to arrange and pay for a replacement tyre, we'll agree and authorise you to get the tyre replaced yourself and claim back the money from us. See Section I for details of the reimbursement process.</li></ul>
To get you to an RAC Tyre Garage we'll: <ol style="list-style-type: none"><li>a. carry out a temporary repair to allow you to drive there</li><li>b. fit your spare wheel</li><li>c. fit an RAC temporary spare wheel, or</li><li>d. tow you to the nearest RAC Tyre Garage.</li></ol>
The replacement tyres we offer will depend on availability and will be of a similar standard to the ones already on your vehicle, up to the policy claims limit.
Not covered
<ul style="list-style-type: none"><li>• Tyres below the legal tread.</li><li>• Any tyres that are not damaged. If you decide to replace additional tyres (for example, because you want to replace them as a pair), we won't cover the additional tyres.</li><li>• Damage caused by incorrect maintenance of your vehicle. This could be damage caused by uneven wear on tyres because of poor tyre pressure, misaligned wheels, or faulty steering or suspension.</li><li>• Damage caused by wear and tear, or damage and misuse.</li><li>• Tyres on motorhomes, kit cars, motorcycles, quad bikes, trikes, caravans, or trailers.</li></ul>

## Section I – Key Replace

(Optional: see your schedule)

This section only applies to people who are named in the schedule. We'll need to see proof that you own the keys. Cover is limited to the amount shown in your schedule.

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

You may make a claim under Key Replace even if we haven't attended a breakdown.

Household keys
<b>Covered</b>
We'll help if your house keys are lost, stolen, broken suddenly and unexpectedly, or you lock yourself out of your house during the time you're covered. The keys must be for the home address listed in your schedule. We'll arrange and pay for the following services. <ul style="list-style-type: none"><li>• Locksmith's charges.</li><li>• New locks of the same type, if we decide there is a reasonable security risk.</li><li>• Up to three keys per lock, depending on how many are lost, stolen, or broken.</li></ul> You must contact us to arrange any of these options before we will agree to pay the cost. Once we've arranged the locksmith with you, you will need to be available to meet them. If you miss your appointment, we won't cover a second one.
<b>Not covered</b>
<ul style="list-style-type: none"><li>• Policy excess (your schedule will tell you if there is an excess to pay).</li><li>• Keys that break because of age or wear and tear.</li><li>• If you lose your keys, we may ask you to wait three days before continuing the claim (in cases when it is reasonable to think the keys may be found).</li><li>• If a lock is damaged and we can't cut a new key for it, we won't replace the lock. If you lose a key for a damaged lock and have a spare key, we'll cut the replacement key from your spare.</li><li>• Claims caused by your deliberate or criminal acts.</li><li>• Claims caused by failing to take reasonable care of your keys – for example, keeping all your spare house keys on one keyring.</li><li>• We won't replace more keys than the number that have been lost, stolen or damaged.</li><li>• House keys that are not for the address registered on your policy.</li><li>• Events that happen outside of the UK.</li></ul>
Vehicle keys
<b>Covered</b>
We can also help if your own vehicle keys are lost, stolen, locked in the vehicle, or broken suddenly and unexpectedly. We'll arrange and pay for a locksmith to attend and provide you with a new key. They will try to reprogram the electronics, so your locks, alarm and immobiliser still work. You will only be entitled to up to two replacement keys, depending on how many are part of the claim. <ul style="list-style-type: none"><li>• We cannot guarantee like-for-like replacements. For example, if your original key is BMW branded, your replacement will work the same but will not have the same branding.</li><li>• Our locksmith may not be able to replace your key or reprogram the electrics. If so, we may need to arrange for your vehicle to go to a main dealer or other specialist garage.</li></ul>

1. If you have a spare key, we'll arrange for you to collect it so you can drive there yourself.
  2. If you don't have a spare key, we'll arrange and pay for your vehicle to be recovered up to 10 miles. If you need to travel further than this, you'll be charged for the additional miles.
- We can arrange a small hatchback hire car for up to 72 hours (or until your keys have been repaired or replaced, if sooner). Or we'll pay up to £80 for alternative transport to keep you going while we arrange the keys for your vehicle.

If you're not named as the registered keeper on the V5C registration certificate (logbook), we can accept an insurance certificate for the vehicle. This must list you as the policyholder or a named driver at the home address.

If keys or parts are no longer in production, we'll reimburse you instead. This will be up to the vehicle's market value, or up to your policy claims limit, whichever is lower.

### Important

We'll need to make sure you own the keys. We'll need to see a copy of the vehicle's V5C certificate and a copy of the insurance certificate both registered to the policyholder's home address, as written on the schedule.

### Not covered

- Please see the 'Not covered' part of, 'Household keys'. This applies to vehicle keys as well.
- Claims where your vehicle is used or insured under a motor trade policy.
- Claims where you cannot provide evidence that you own the keys.
- Costs relating to failures of the vehicle's electronics, including where after-sale work (such as fitting an alarm system or changes to the central locking system) has been carried out on the vehicle. This could prevent us programming a new key.
- If we have to tow your vehicle, you won't be covered for specialist resources or any tow over 10 miles.

### Hire car

We won't reimburse any costs of:

- i. Delivery and collection of hire car and fuel used,
- ii. Insurance excess or additional costs.

### Important

You can only make a claim if you are a named person on the policy. This applies even if your breakdown cover is vehicle-based.

## Section J – Reimbursement

### 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](http://rac.co.uk/reimbursementclaimform). If you have any questions, contact us on 0333 2021 877. Please send us your filled-in form within 90 days of your breakdown, using the contact details on the form. We'll need to see proof of payment, so please send us the original receipt.

### Important

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

## Your policy conditions

The following conditions apply to all sections of this policy. If you don't keep to them, we can refuse cover or cancel your policy (or both).

1. **Membership cost** You must pay the agreed cost of your membership.
2. **Direct request for services** You must request services directly from us. We'll only provide cover if we've arranged or authorised your services. If your vehicle is already at a garage or another place of repair, you won't be covered.
3. **Callout to avoid repair cost** If we have reason to think you have called us out to avoid the cost of repairing your vehicle, or to correct a repair that's been tried by someone else, we won't provide cover.
4. **Driver must be with the vehicle** If you have personal cover, you must be with the vehicle at the time of the breakdown, and when we attend. For vehicle cover, there must be a driver with the vehicle when we attend. If there isn't, we won't be able to provide a service. If you have a policy with an excess (see your schedule) and have paid the excess, we won't refund this.
5. **Vehicle contents** Don't leave valuables in the car. We can't cover any loss or damage to the vehicle's contents.
6. **Under-16s** If we need to recover passengers under the age of 16, they must be accompanied by an adult.
7. **Animals** The only animals allowed in RAC vehicles are assistance dogs. However, if your vehicle needs to be recovered, animals can stay in your vehicle at your own risk. Or, we'll do our best to find an alternative way to transport them. We won't be liable for any injury to animals, or damage they cause. We do not transport livestock. We're not responsible for any costs relating to animals.
8. **Roadworthiness** If we repair your vehicle, we're responsible for that repair but this doesn't mean we're confirming the vehicle's legal and roadworthy condition. This is your responsibility.
9. **Uninsured losses** We won't be responsible for any losses after a breakdown that aren't listed in this policy. For example, we won't pay for any loss of earnings or missed appointments.
10. **Garage closed or can't help** If we take your vehicle to a garage, we can't guarantee it will be open or that repairs will start straight away. We'll try to check that the garage can do the kind of repairs needed, but we can't guarantee this. We won't take responsibility for repairs, whether done by an RAC Approved Garage or not. The contract for repairs will be between you and the garage or repairer.
11. **Attendance times** We can't guarantee how quickly we'll be able to get to you after you've reported a breakdown, but we'll always try to take your circumstances into account. The estimated times we give you may change because of things outside of our control, including traffic, accidents, and weather. If we think it's the best solution for you, we may send one of our trusted partners to help you.
12. **Specialist resources and glass** Your policy doesn't cover:
  - a. specialist resources (for example, if you've lowered your suspension and we need special lifting equipment to move your vehicle onto our ramp), or
  - b. 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 recovery, repairs and any associated costs.
13. **Breakdowns on motorways or dual carriageways** If you break down on a motorway or dual carriageway, we may need to get the local highways authority or emergency services to take you to a safe place before we can attend. This would apply, for example, to a breakdown on a live lane of a motorway.
14. **Choice of options** If you make a claim, there may be more than one option available to you. Based on our experience and expertise, we'll recommend what we think is the best option. We'll always discuss your options with you clearly.
15. **Other things not covered** This policy doesn't cover the following.
  - a. Routine servicing, maintenance, or assembly of your vehicle.
  - b. Toll, ferry, congestion or low emission-zone charges for your vehicle or our vehicle.
  - c. 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.
  - d. Breakdown and recovery in a place you or we have no legal access to.
  - e. Vehicles that aren't being used in line with the maker's guidelines.
  - f. Vehicles that aren't in good enough condition to drive. If we think your vehicle isn't in good enough condition to be legally driven, we can refuse you service.
  - 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. Vehicle-storage charges. If your vehicle can't be delivered as agreed and is being stored, we'll contact you at your last-known address. We'll provide details on collecting your vehicle and any fees that may be payable. In extreme instances, if you haven't collected or paid for the vehicle, it may be destroyed. We'll try to contact you before this happens.
16. **Events outside of our control** may stop us being able to offer you our service as usual. These could include such things as terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure we can offer you the best service possible.

# Included Benefits

We offer these services as part of your breakdown policy package.

## Caravans and trailers

If your caravan or trailer breaks down in the UK, we'll try to repair it at the roadside.

The repair may be temporary or permanent. We won't provide any other cover (such as recovery) under this policy if your caravan or trailer breaks down. However, if a vehicle breaks down and a caravan or trailer is attached to it, we'll recover the caravan or trailer as well, as long as it is less than:

- 3.5 tonnes
- 7.0 metres long (including a tow bar), and
- 2.55 metres wide.

## Accident care

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

### Assistance after an accident

Call us from the accident location straight away, on 0333 2000 999.

We can give you help and advice on:

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

### Road-traffic collision assistance

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

## Legal helpline

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

You can call our legal team 24 hours a day, seven days a week, all year round on 0330 159 1446.

We can't help you with:

- business or commercial advice, immigration or judicial review (court review of a decision or action taken by a public authority)
- advice when we reasonably believe we've already given you every option available, or
- advice against us.

We are regulated by the Financial Conduct Authority for regulated claims management services.

## Service in the Republic of Ireland

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

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

## Urgent message relay

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

## Replacement driver or recovery, in the event of illness

This service can help if you unexpectedly fall ill or are injured during a journey in the UK. If you're not travelling with anyone who can drive the vehicle instead of you, we may be able to offer you a replacement driver or recover your vehicle and passengers to a single destination in the UK. We will decide whether to provide this service. We'll need a medical expert to confirm in writing that you cannot drive.

## Additional services

**If you run out of fuel or charge, we will do one of the following.**

- Bring enough fuel to get you to the nearest fuel station (you will have to pay for the fuel).
- Send one of our mobile EV charging vehicles (which will give you enough charge to get to the nearest charge point).
- Send a patrol to tow you to the nearest fuel station or charge point.

**If you put the wrong fuel in your car, we will do one of the following.**

- Arrange for a misfuel service to attend. They'll be able to drain the wrong fuel, and flush the system if necessary. You'll have to pay for this service, but it will mean you can get on your way sooner.
- Tow you up to 10 miles to the nearest garage or safe place.

If your vehicle can't be driven due to other driver-induced faults, we may still be able to help you. This could be by getting you in touch with a locksmith if you lose your keys or lock them in a vehicle, or arranging specialist resources to attend if you are stuck in a ditch.

You will need to pay for these services, but we'll discuss the options with you when you call us.





Darren, patrol since 2003, Wales

## Cancelling your policy

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

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

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

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

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

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

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

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

### Important

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

## If you paid with Tesco Clubcard vouchers

If you bought your cover using Tesco Clubcard vouchers, our cancellation and refund terms will be different. The RAC cancellation terms will only apply to any money spent with us using a debit or credit card. The value of any Clubcard vouchers spent with us will be refunded in line with the Tesco Clubcard terms and conditions.

## Policies with an excess

We'll take any excess you've paid us into account when working out your refund. For example, if we say we'll deduct £85 from your refund because you've called us out, and you paid a £25 excess, we'll only deduct £60.

## Our right to cancel

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

## Misuse of your policy

<b>You must not:</b>
<ul style="list-style-type: none"><li>• behave inappropriately towards us – this includes acting in a threatening or abusive manner (physically or verbally)</li><li>• persuade or try to persuade us to do anything dishonest or illegal</li><li>• fail to mention important facts about a breakdown to make sure you can use our service</li><li>• knowingly let someone who isn't covered by your policy try to claim on it, or</li><li>• give payment details that you know will fail, with no intention of making a successful payment.</li></ul>
<b>If these conditions aren't met, we may:</b>
<ul style="list-style-type: none"><li>• limit the cover we offer you at your next renewal</li><li>• limit the payment options we'll accept from you</li><li>• refuse to give you service under your policy immediately</li><li>• cancel your policy immediately, or</li><li>• refuse to sell you any policy or services in the future.</li></ul>

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

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

## Using your policy for commercial use

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

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

## Renewing your policy

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

### Monthly continuous policies

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

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

### All other policies

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

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

If your payment-card details have changed, we'll ask your card provider to update them so we can renew your policy.

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

## Changing your details

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

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

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

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

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

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

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

## Complaints

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

If you're not happy with our services, please contact us.

	Phone	In writing
Complaints about the services we've provided	0333 202 1877	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN <a href="http://www.rac.co.uk/complaints">www.rac.co.uk/complaints</a>
Legal helpline-related complaints	0330 159 0610	Legal Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN <a href="http://www.rac.co.uk/complaints">www.rac.co.uk/complaints</a>
Complaints about how your policy was sold or managed	0330 159 0360	Membership Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN <a href="http://www.rac.co.uk/complaints">www.rac.co.uk/complaints</a>

## Financial Ombudsman Service

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

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

Using this complaints procedure will not affect your legal rights.

## Financial Service Compensation Scheme

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

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

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

Website: [fscs.org.uk](http://fscs.org.uk)

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

## Law

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

## Our regulators

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

Their FCA number is 310208.

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

Their FCA number is 202737.

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

Website: [register.fca.org.uk](http://register.fca.org.uk)

Phone: 0800 111 6768



## Part 2: RAC Arrangement and Administration Contract

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

Under this contract, we'll arrange and manage your 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 when you purchase your policy and ends when your breakdown policy ends, as shown in your schedule. Your Arrangement and Administration Contract can't be cancelled without also cancelling your RAC breakdown policy.

### Who owns and regulates RACFS?

RACFS is owned by:

RAC Group Limited (registered number: 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 manages contracts of general insurance. Our FCA number is 313989.

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

Website: [register.fca.org.uk](http://register.fca.org.uk)

Phone: 0800 111 6768

### Which companies does RACFS deal with?

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

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

RACFS acts on behalf 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.

### What services does RACFS provide?

RACFS provides the services shown on page 31.



## Arranging breakdown cover

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

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

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

## Reviewing a monthly continuous policy

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

## Renewing all other policies

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

## Managing breakdown cover

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

- supplying replacement policy documents
- telling RACMS and RACIL about 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, and
- making changes to the cover you hold under your RAC membership.

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

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

## How can I contact RACFS?

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

General questions	0330 159 0360	Membership RAC Financial Services Great Park Road Bradley Stoke Bristol BS32 4QN <b>Email:</b> membership@rac.co.uk
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If you're not happy with your breakdown policy or Included Benefits (in Part 1 of this booklet), please see page 3 for contact details.

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

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

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

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

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

## Risk of insolvency

All money that RACFS receives for your breakdown policy is held on behalf of RACMS or RACIL (whichever applies). This means you have no risk if RACFS becomes insolvent – the insurer is considered paid and the insurance is still valid. But it does mean that, if RACMS or RACIL becomes insolvent, no money will be returned 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 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, or
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, breaking the terms of the 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:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Phone: 0800 0234567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

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

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

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

Financial Services Compensation Scheme

10th Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Website: [fscs.org.uk](http://fscs.org.uk)

## Use of English law and language

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

## Your information

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 how we use your information. You can find it at [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy). You can also ask for 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 me do you use?

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

- **Information about you**  
Your name, address, phone number and 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 and policy start date and end date.
- **Vehicle information**  
Vehicle registration number, manufacturer, model and 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 we pay for any of your expenses, we will need details of those expenses.
- **Health information**  
In limited circumstances, we may ask for information about your health and wellbeing. This is to make sure we can manage your policy properly, particularly if this involves helping you in a medical emergency.

## How we collect your information

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

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

## Why we collect your information

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

## Who will you share my information with?

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

1. We may share your information 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 information with external service providers and specialists. Your information may also be shared for market research.
3. If we need to recover unpaid debts to the RAC, we may share your information with debt-recovery agencies.
4. Your information 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 information with statutory bodies or organisations to help prevent or detect fraud.

## Contacting our Data Protection Office (DPO)

You have rights over your personal information and how it's used. For more information about your rights, please visit [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy) or contact our Data Protection Officer.

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



Chris, patrol since 2010, North West

**If you would like these terms and conditions  
in audio or large print format, please get in contact  
with us at [membership@rac.co.uk](mailto:membership@rac.co.uk).**

## **RAC Breakdown Cover European Policy Booklet**

**PLEASE READ AND KEEP THIS HANDY**



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## Contact information

### Want to make a claim?

What's the claim for?	Telephone
Breakdown in the UK	0333 2000 999
Breakdown in the Republic of Ireland	+44 191 911 6112
Breakdown in Europe	+33 472 43 52 44
Bringing your vehicle back to the UK after a breakdown	0330 159 0342
European Legal Care claims	0333 202 2981

### Get in touch

	Telephone	Post/email
Customer Services	0330 159 0360	RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk

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 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.
- › Caravans and trailers are only covered if you've selected caravan and trailer cover, and they're attached to your vehicle when it breaks down.
- › Keep your vehicle roadworthy. You'll need valid tax, insurance and MOT or we won't be able to help if you breakdown. Don't forget your vehicle must be UK registered.
- › 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 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 your vehicle is 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 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 European Breakdown cover:

## 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.

### beyond economical repair

This is when the cost of repairing your vehicle would be greater than its market-value. We'll base the cost of repairs on the estimate made by the European garage.

### breakdown/break down/broken down

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

- being filled with the wrong fuel
- a traffic collision with another vehicle or object
- fire, flood, theft
- acts of vandalism, or any driver-induced fault.

### 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 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 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 8 other people travelling in the vehicle for the duration of your journey.

### 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 or we've agreed can work on our behalf.

### specialist resource

Resources or tools that our recovery vehicles don't usually carry. They may be needed to make a repair or recovery. That might mean a crane, tractor, locksmith, 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 breaks down or is in a road traffic collision while you're travelling in Europe.
- On pages 57–58 of this booklet, we have listed the conditions of this policy. These apply to everything in this booklet. For your cover to be valid, you must meet all these conditions.
- Each breakdown event will be classed as a claim.

### What vehicles am I covered in?

You are only covered for cars, light vans, motorhomes or minibuses that are less than:

- 3.5 tonnes
- 7 metres long (including a tow bar)
- 2.55 metres wide
- 3 metres high

Or motorcycles that are 121cc or over.

They must also be:

- registered in the UK
- insured and have valid road tax (not SORN)
- have a valid MOT (unless legally exempt)
- owned or leased by a person (not by, or for a company) and used for private use only.

### Business use:

Vehicles must only be used for social, domestic and pleasure purposes. You're not covered in a vehicle that's being used for business when it breaks down.

If you have cover as an add-on to your UK Breakdown policy and you've also bought the "Commercial vehicle" or "Business use" upgrade, then you'll also be covered for business use travel.

## What cover level can I get?

We have 2 levels of breakdown cover:

1. **Comprehensive**
2. **Comprehensive Plus**

These can be bought as a standalone policy, or as an add-on to your RAC UK breakdown cover.

### Vehicle-based or personal-based.

If you've bought European Breakdown Cover as an add-on, your policy may be vehicle-based or personal-based. If you've bought a standalone European Breakdown Policy, your policy will be vehicle-based.

- › If you have personal-based cover, you're covered as a driver or passenger in any vehicle.
- › If you have vehicle-based cover, the vehicle you are covered for is listed on your schedule.

Your schedule will confirm which level of cover you've chosen and you must be able and authorised to make decisions about repairs.

## How many claims can I make?

Comprehensive (add-on to UK breakdown cover)	Comprehensive (standalone policy)	Comprehensive Plus (add-on to UK breakdown cover and standalone policy)
<ul style="list-style-type: none"> <li>• Up to 3 claims per year on a 12 month policy</li> <li>• 5 claims for 18 month policies</li> <li>• 6 claims for 24 month policies</li> <li>• limited to 1 claim per journey</li> </ul>	<p><b>12 month policy:</b> Up to 3 claims per year limited to 1 claim per journey</p> <p><b>Single trip:</b> one claim</p>	Unlimited

## What countries am I covered in?

- **If you have bought as a standalone policy**, the countries you're covered in will be listed on your schedule.
- **If you have bought 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 and Vatican City, and any offshore islands of the above, except overseas territories outside of Europe.

## How long does my policy last?

	Policy length
Add-on policy to your UK RAC breakdown membership	This policy will be the same length as your UK policy (for example, 12, 18 or 24 months). You can make multiple trips to Europe as long as each trip is not more than 90 days.
Standalone policy: Annual	This policy will last for one year from your start date. You can make multiple trips to Europe as long as each trip is not more than 90 days.
Standalone policy: Single Trip	You can choose how long you're covered for when you buy your policy, as listed on your schedule.

## Section A – Roadside Assistance in the UK

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 until you leave.

Covered	
If your vehicle breaks down in the UK before the date you plan to begin your journey to Europe, or on your journey, we will send help. We can either:	
<ol style="list-style-type: none"> <li>1. Repair the vehicle at the roadside. This could be a permanent or temporary repair, or</li> <li>2. If we are unable to repair the vehicle at the roadside, we will recover the vehicle and passengers:               <ol style="list-style-type: none"> <li>a. to an RAC approved garage</li> <li>b. to another local garage</li> <li>c. back to your home.</li> </ol> </li> </ol> <ul style="list-style-type: none"> <li>• We'll also get any urgent messages from you to a contact of your choice.</li> </ul>	
Not covered	
<ul style="list-style-type: none"> <li>• The cost of any parts or specialist resource.</li> <li>• The fitting of parts, including batteries, supplied by anyone other than us.</li> <li>• Any breakdown that happens because of a fault we've looked at in the past:               <ol style="list-style-type: none"> <li>a. that hasn't been properly repaired, or</li> <li>b. that we have temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.</li> </ol> </li> </ul>	
COVER LIMITS	
Comprehensive	Comprehensive Plus
You're covered for up to 48 hours before your planned departure date.	You're covered for up to 7 days before your planned departure date.

## Section B – Onward Travel in the UK

Covered	
If we attend a breakdown in the UK and your vehicle can't be fixed by the date you plan to begin your journey to Europe, we can help.	
<ul style="list-style-type: none"> <li>• We can arrange a hire car so that you can continue your journey to Europe. Or, for use while you wait for your car to be fixed – whichever is sooner.</li> <li>• We'll arrange transport for one person to our nearest hire-car supplier to collect the vehicle.</li> </ul> <p>See hire-car terms on page 50.</p>	
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.	
COVER LIMITS	
Comprehensive	Comprehensive Plus
Hire car: Up to 6 days. If you don't meet the terms of the car-hire provider we arrange and you decide to hire a car yourself, a reimbursement limit of up to £125 per day, up to maximum of £750.	Hire car: Up to 24 days. If you don't meet the terms of the car-hire provider we arrange and you decide to hire a car yourself, a reimbursement limit of up to £125 per day, up to maximum of £3,000.



## Section C – Roadside assistance in Europe

### Direct request for services

You must request services directly from us as soon as you break down. 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.

Covered	
If your vehicle breaks down in Europe during a journey, we can help. We'll send a local mechanic or recovery specialist to either:	
<ol style="list-style-type: none"> <li>1. Repair the vehicle at the roadside. This could be a permanent or temporary repair, or</li> <li>2. If we are unable to repair the vehicle at the roadside, we will:               <ol style="list-style-type: none"> <li>a. recover the vehicle and passengers to a local garage</li> <li>b. pay for an initial fault diagnosis</li> <li>c. contribute to garage labour charges.</li> </ol> </li> </ol> <ul style="list-style-type: none"> <li>• We'll also get any urgent messages from you to a contact of your choice.</li> </ul>	
Not covered	
<ul style="list-style-type: none"> <li>• Costs towards garage labour if the cost to repair will be more than the market value of the vehicle.</li> <li>• The cost of any parts.</li> </ul>	
<b>IMPORTANT</b>	
By agreeing for us to recover your vehicle to a local garage you are authorising us and the garage to do an initial fault diagnosis.	
COVER LIMITS	
Comprehensive	Comprehensive Plus
You're covered for roadside assistance. If your vehicle is taken to a garage, we'll also cover you for garage labour up to £150 if repairs can be completed in 7 working hours.	You're covered for roadside assistance. If your vehicle is taken to a garage, we'll also cover you for garage labour up to £1,000 if repairs can be completed in 7 working hours.

## Section D – Missed Connection

Covered	
If we attend a breakdown that results in you missing a pre-booked train or ferry, we will reimburse you for the cost of a standard-class replacement ticket.	
Not covered	
<ul style="list-style-type: none"> <li>• We will not refund the cost of the original ticket.</li> </ul>	
COVER LIMITS	
Comprehensive	Comprehensive Plus
1 claim, up to £500.	3 claims, up to £500 per claim.

## Section E – Onward Travel in Europe

If your 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 a hire car, alternative transport or overnight accommodation

If you have Comprehensive Plus cover, you can get additional overnight accommodation as well as a hire car or alternative transport.

Covered	
<b>You can choose from either:</b>	
<ol style="list-style-type: none"> <li>1. <b>Hire car</b> A hire car as a replacement until your vehicle has been fixed. See hire-car terms on page 50</li> <li>2. <b>Alternative transport</b> A standard class ticket for travel by air, rail, taxi, or public transport.</li> <li>3. <b>Alternative accommodation expenses</b> If you're unable to use your planned accommodation because of your breakdown, we can arrange and pay for alternative accommodation.</li> </ol>	
Not covered	
Alternative accommodation if you already have suitable accommodation you can use. For example, if you have broken down close to your original booked accommodation.	
<b>IMPORTANT</b>	
You will no longer be covered under this section once:	
<ol style="list-style-type: none"> <li>1. the vehicle has been repaired</li> <li>2. we have established that the cost to repair your vehicle would be more than the market value of your vehicle, or</li> <li>3. we have agreed not to repair your vehicle in Europe and instead agree to transport it back to the UK. We'll provide cover to get you home. See 'Getting you and your passengers home' (section F).</li> </ol>	
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.	
COVER LIMITS	
Comprehensive	Comprehensive Plus
You can choose a hire car or alternative transport up to £125 per day, to a maximum of £1,500 OR accommodation expenses (room only) up to £50 per person, per day, to a maximum of £500.	You can choose a hire car or alternative transport up to £125 per day, to a maximum of £3,000 AND accommodation expenses (room only) up to £100 per person, per day, to a maximum of £1,200.

## Section F – Getting you and your vehicle home

### 1. Getting your vehicle home

You are only covered under this section if the cost of repairing your vehicle is less than its market value. If the cost of repair is greater than this, you can either make your own arrangements or choose to have the vehicle destroyed. If you do this we will pay the cost of import duty.

Covered
<p>If your vehicle breaks down in Europe and can't be repaired before you plan to return home, you have a couple of different options. You can also choose one of these options if you're on Comprehensive Plus and repairing your vehicle will cost more than £500.</p> <p><b>Option one: Sending your vehicle back to the UK</b></p> <ul style="list-style-type: none"><li>We'll arrange and pay for recovery of the vehicle to a single UK destination of your choice. If you have Comprehensive cover, the amount we'll pay is limited to the market value of your vehicle.</li><li>We'll also arrange and pay for storage of your vehicle while it's waiting to be returned.</li></ul> <p><b>Option two: Leaving your vehicle in Europe to be repaired and returning to collect it</b></p> <ul style="list-style-type: none"><li>If the vehicle can be repaired in Europe, we'll cover up to £600 for someone to return and collect your vehicle when ready. This could be by standard-class rail, air fare, or public transport, and includes £50 per day for accommodation.</li></ul> <p>While you're waiting for your vehicle to be fixed in Europe or while you're waiting for your vehicle to be sent back to the UK, we'll reimburse you for a hire car in the UK.</p> <ol style="list-style-type: none"><li>Comprehensive: You're covered for £40 per day for up to 3 days</li><li>Comprehensive Plus: You're covered for £120 per day for up to 7 days.</li></ol>
Not covered
<ol style="list-style-type: none"><li>Any costs for storage after you've been notified that your vehicle is ready to collect.</li><li>You're not covered if a customs officer or any other official finds illegal contents in your vehicle.</li><li>Any import duties unrelated to the vehicle. For example, for items carried in the vehicle.</li></ol>

#### IMPORTANT

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

If your vehicle is not eligible to be brought back to the UK under this policy, you will need to arrange to bring the vehicle 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 alternative transport 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
- if we confirm that the cost of repairing your vehicle will be more than its market value.

For details on the alternative transport options we can offer you, please see Section E: 1. Hire car and 2. Alternative transport.

## Section G – Additional details

### 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
<ul style="list-style-type: none"><li>We'll arrange for the hire of a small hatchback car.</li><li>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.</li><li>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.</li><li>If you don't meet the terms of the car-hire provider we arrange, and you decide to hire a car yourself, let us know. If we've agreed the cost beforehand, we'll reimburse you up to limits of your policy</li></ul>
Not covered
<ul style="list-style-type: none"><li>We won't provide a specific car type, model, or accessories – including tow bars.</li><li>We won't provide a hire car arranged by us if you are under 21 or have certain endorsements on your licence</li><li>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.</li><li>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.</li><li>Any cost of:<ol style="list-style-type: none"><li>fuel while using the hire car</li><li>any insurance excess or additional costs</li><li>delivery or collection of hire cars within the UK, or any fuel used.</li></ol></li></ul>

## Reimbursement

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

If we do agree for you to pay for a service and claim the cost back from us, you can do this by visiting [rac.co.uk/reimbursementclaimform](https://rac.co.uk/reimbursementclaimform). If you have any questions, contact us on 0333 202 1877. 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 receipt.

## Caravans and trailers

If you're towing a caravan or trailer and we have agreed to cover this, it will be written on your schedule. All the benefits we provide to your vehicle will also apply to your caravan or trailer as long as it is attached to your vehicle when the breakdown happens.

We will only cover caravans or trailers that are less than:

- 3.5 tonnes
- 7.0 metres long (including a tow bar)
- 2.55 metres wide.

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.

### IMPORTANT

Caravans and trailers are only covered if they are attached to your vehicle when the breakdown happens. This policy doesn't cover anything being carried in a trailer or caravan, even when attached to your vehicle.

## Help sourcing parts

If you need to go into a garage after the breakdown, we can help you purchase replacement parts if they can't be found locally. We will pay for their delivery to the garage but you will need to pay for the parts.

## Section H – Ways we can help, beyond a breakdown

### In the UK

If your vehicle can't be driven, but it's not because of a mechanical or electrical breakdown, we may be able to get you help. This could be by getting you in touch with a locksmith if you lose your keys or lock them in a vehicle. Or we could arrange for a mis-fuel service to attend if you have added the wrong fuel to your car. You will need to pay for these services, but we will discuss the options with you when you call us.

### 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.

- **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 is carrying a spare tyre, we will fit this to allow you to continue your journey. 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, this can take 2 days or more.
  - If a new tyre needs to be ordered Comprehensive Plus members will be covered for alternative Accommodation Expenses (Section E) while they wait. If the delay causes you to miss a pre-booked ferry or train connection, we will reimburse you under Missed Connection (section D). You will need to pay for the tyres and any associated costs.
- **Locked-in keys**  
If your keys are locked in your vehicle, we will arrange for local experts who could help to try to get them out. We are not liable if damage is caused to the vehicle in this process. You will need to pay for this service.
- **Flooding**  
If your breakdown's caused by driving through flood water, we'll arrange for your vehicle to be taken to a local repairer. All further service needs to be covered by you or referred to your motor insurer.

## Replacement driver

<b>Covered</b>
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 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.
<b>Not covered</b>
<ol style="list-style-type: none"> <li>1. If there's another passenger who is fit and legally able to drive the vehicle.</li> <li>2. Any benefits under any other section of this policy (for example Recovery, Hire car, or Getting your vehicle home).</li> </ol>

## 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.

<b>Covered</b>	
If someone in Europe breaks into your vehicle, or tries to, and damages the windows, windscreens, or locks, we will reimburse you for: <ol style="list-style-type: none"> <li>1. immediate emergency cost to secure the vehicle. For example, calling somebody to secure a broken window, or</li> <li>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.</li> </ol>	
<b>Not covered</b>	
<ol style="list-style-type: none"> <li>1. the cost of any parts or associated work</li> <li>2. any benefits under any other section of this policy (for example Recovery, Hire car, or Getting your vehicle home).</li> </ol>	
COVER LIMITS	
<b>Comprehensive</b>	<b>Comprehensive Plus</b>
Up to £180.	Up to £300.

## Section I – European Legal Care

### Making sense of European Legal Care

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

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

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

<b>Covered</b>
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: <ol style="list-style-type: none"> <li>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</li> <li>2. put you in touch with our legal representative who will assess your claim</li> <li>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.</li> </ol>
<b>Not covered</b>
If the legal representative reasonably decides that your case would fall under the Small Claims Track of the County Court (or equivalent), we won't cover you. This will only apply to you if your uninsured losses include a personal injury claim.

## Legal Defence

### Covered

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

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

### Not covered

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

## Travel costs

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

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

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

## Conditions for European Legal Care

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



## Your policy conditions

The following conditions apply to all sections of this policy. If you don't keep to them, we can refuse cover or cancel your policy (or both).

1. **Membership cost** You must pay the agreed cost of your membership.
2. **Direct request for services** You must request services directly from us. We'll only provide cover if we've arranged or authorised your services. If your vehicle is already at a garage or another place of repair, you won't be covered.
3. **Living in the UK** You must be a permanent resident of the UK during the time you're covered by this policy.
4. **Making a claim** Claims made more than 24 hours after the breakdown may be refused.
5. **Callout to avoid repair cost** If we have reason to think you have called us out to avoid the cost of repairing your vehicle, or to correct a repair that's been tried by someone else, we won't provide cover.
6. **Driver with the vehicle** If you have Personal Cover, you must be with the vehicle at the time of the breakdown, and when we attend. For Vehicle Cover, there must be a driver with the vehicle when we attend. If there isn't, we won't be able to provide service.
7. **Vehicle contents** Don't leave valuables in the car. We can't cover any loss or damage to the vehicle's contents.
8. **Under-16s** If we need to recover passengers under the age of 16, they must be accompanied by an adult.
9. **Passengers** The vehicle must not carry more passengers than the number stated in the vehicle's Registration Document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification.
10. **Animals** The only animals allowed in recovery vehicles are assistance dogs. However, if your vehicle needs to be recovered, animals can stay in your vehicle at your own risk. Or, we'll do our best to find an alternative way to transport them. We won't be liable for any injury to animals, or damage they cause. We do not transport livestock. We're not responsible for any costs relating to animals.
11. **Roadworthiness** If we repair your vehicle, we're responsible for that repair but this doesn't mean we're confirming the vehicle's legal and roadworthy condition. This is your responsibility.
12. **Unlisted losses** We won't be responsible for any losses after a breakdown that aren't listed in this policy. For example, we won't pay for any loss of earnings or missed appointments.
13. **Continuing your journey** We won't cover claims for repairs that aren't essential to you continuing your journey.
14. **Local laws** You must make sure your vehicle meets all the laws of the countries you visit.
15. **Exchange rate** How we calculate exchange rate:
  - a. any costs we incur directly in a currency other than GBP will be converted to GBP at the exchange rate used by us at that time
  - b. any costs incurred by you in a currency other than GBP that we are going to reimburse will be converted to GBP either:
    - i. at the exchange rate used by your debit or credit provider
    - ii. at the exchange rate used by us when we receive your claim form, if you paid in cash.
16. **Garage closed or unable to help** If we take your vehicle to a garage, we can't guarantee it will be open or repairs will start straight away. We'll try to check that the garage can do the kind of repairs needed, but we 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, we can refuse you cover under Onward Travel (Section E) and Getting your vehicle home (Section F).
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. **Specialist resources** Your policy doesn't cover:
  - a. specialist resource. For example, if you've lowered your suspension and we need special lifting equipment to move your vehicle onto our ramp.
  - b. 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.
  - c. tolls, ferries or congestion charges for your vehicle, or our vehicle
  - d. spare tyres and wheels – neither repairing or sourcing them.
22. **non-RAC recovery in the UK** If an emergency service, local authority, or any government agency handles your breakdown, we'll only attend and offer recovery if we've been asked to by them. For example, a breakdown on a live lane of a motorway.
23. **Other things not covered** This policy doesn't cover:
  - a. routine servicing, maintenance, or assembly of your 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. This includes use of the Nurburgring
  - 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 that aren't in good enough condition to drive. If we think your vehicle isn't in good enough condition to be legally driven, we can refuse you service
  - f. overloading of a vehicle 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. 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.

## Cancelling your policy

### Your right to cancel

If your policy lasts for less than 28 days you can cancel your policy 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 this will end 14 days after your start date, or 14 days after you receive your policy documents, whichever is later.

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

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

### Our right to cancel

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

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

### Misuse of your policy

You must not:
<ul style="list-style-type: none"><li>• behave inappropriately towards us – this includes acting in a threatening or abusive manner, physically or verbally</li><li>• persuade or try to persuade us to do anything dishonest or illegal</li><li>• fail to mention important facts about a breakdown to make sure you can use our service</li><li>• knowingly let someone who isn't covered by your policy try to claim on it</li><li>• give payment details that you know will fail, with no intention of making a successful payment.</li></ul>
If these conditions aren't met, we may:
<ul style="list-style-type: none"><li>• refuse to give you service under your policy immediately</li><li>• cancel your policy immediately</li><li>• refuse to sell you any policy or services in the future.</li></ul>

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 schedule
- vehicles listed on your schedule
- the countries you are travelling to that are listed on your schedule.

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

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

## Complaints

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

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

	Phone	In writing
Breakdown-related complaints	0333 202 1877	Breakdown Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN <a href="http://www.rac.co.uk/complaints">www.rac.co.uk/complaints</a>
European Legal Care related complaints	0330 159 0610	Legal Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN <a href="http://www.rac.co.uk/complaints">www.rac.co.uk/complaints</a>
Complaints about how your policy was sold or managed	0330 159 0360	Membership Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN <a href="http://www.rac.co.uk/complaints">www.rac.co.uk/complaints</a>

### Financial Ombudsman Service

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

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

0800 0234567 / 0300 123 9123

[Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

[financial-ombudsman.org.uk](http://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](http://fscs.org.uk)

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

### Law

These contracts (and any dispute or claim about them) is 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.

### Who regulates us?

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

Its FCA number is 202737.

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

[register.fca.org.uk](http://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 will 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](https://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 policy. This is the only provider of breakdown assistance available through RACFS.

### What services does RACFS provide?

RACFS provides the following services:

#### Arranging breakdown cover

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

Once you decide on 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

RACFS does not offer renewal on single-trip policies.

For all other policies, RACFS will contact you, before your renewal date, to let you know if any changes are planned. This could include changes to the cost of the Breakdown Policy or other terms and conditions. We'll also tell you how much you need to pay for the next policy year (or period depending on your policy length). 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 membership.

If you want to change the type or level of cover, RACFS will provide you with 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 documentation.

- Letting you know of any changes made by RACIL to the terms and conditions.
- Keeping records of your cover under the RAC membership together with a copy of the policy booklet and Schedule that was issued to you.

## How can you contact RACFS?

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

General questions	0330 159 0360	Membership RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
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If you're not happy with your breakdown services or included benefits (as outlined in Part 1 of this booklet) please see pag 39 for contact details.

03 numbers are charged at national call rates and are usually included in minute plans. Our calls are monitored or recorded.

## 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 membership. Other services may be provided to you for no extra charge. What you need to pay, and what it pays for, will be made clear to you before entering a contract, or renewing 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. The arrangement and administration fee will be listed separately on your Schedule.

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

## Risk of insolvency

All money that RACFS receives for your breakdown policy is held on behalf of RACIL (as applicable). This means you have no risk if RACFS becomes insolvent. It does mean, however, that if RACIL become insolvent, any money held by RACFS for that company will be considered paid. In that situation, no money will be returnable to you.

## Matters outside RACFS's reasonable control

Events outside of RACFS's control might stop us from being able to offer you our service as usual. These could be (but aren't limited to): acts of terrorism, 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. for any losses that happen as a result 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.

To avoid any doubt, nothing in this clause or arrangement and administration contracts 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 0234567 / 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've already tried to resolve it with us.

Using this complaints procedure will 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 obligations, you may be entitled to compensation from the FSCS.

You can find out more about the FSCS and how it works at: [fscs.org.uk](http://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](http://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, but isn't limited to:

- **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, it 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 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 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. For example:

1. We will share personal information about you or anyone on the policy with credit reference agencies (CRAs) to verify your identity, and to determine the price of your insurance and your payment options when you take out a quote and at renewal of your insurance policy.
2. We may share your data with the RAC group of companies (including RAC Insurance Limited and RAC Motoring Services).
3. 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.
4. Should a payment not be made as expected and attempts to promptly complete the payment are not successful, we will share this arrears information with credit reference agencies. This will be visible to other credit providers.
5. Your data may be shared with external organisations to help us with fraud protection and detection. This includes credit reference agencies and organisations that check your identity.
6. In some cases, we must share your data with statutory bodies or organisations to help with the prevention or detection of fraud.

## Contacting our Data Protection Office (DPO)

You have rights over your personal information and how it's used. For more information about your rights, please visit [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy) or contact our Data Protection Officer.

Email	<a href="mailto:dpo@rac.co.uk">dpo@rac.co.uk</a>
Writing	Data Protection Officer RAC House Great Park Road Bradley Stoke Bristol BS32 4QN

**If you would like these terms and conditions  
in audio or large print format, please get in contact  
with us at [membership@rac.co.uk](mailto:membership@rac.co.uk)**

## **RAC Legal Care Plus Policy Booklet**

**PLEASE READ AND KEEP THIS HANDY**



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

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## Contact information

### Get in touch

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

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

## About RAC Legal Care Plus

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

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

### IMPORTANT

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

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

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

## Who's covered?

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

## Making a claim

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

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

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

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

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

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

## Making sense of your policy

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

### accident

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

### cover limit

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

### Europe

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

### insured incident

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

### legal costs

This means:

- The reasonable, proportionate, and properly incurred fees, expenses, costs and

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

### legal proceedings

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

### legal representative

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

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

### proportionate

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

### RAC/we/us/our

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

### reasonable prospects of success

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

### road traffic collision

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

### standard terms of appointment

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

### territory limits

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

### UK

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

### uninsured losses

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

### vehicle

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

### you/your

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

## Section A – Uninsured Loss Recovery

<b>Covered</b>
You're covered for legal costs to pursue legal proceedings if you're involved in an accident or road traffic collision in the UK or Europe that isn't your fault. We'll help you recover uninsured losses, for example your motor insurance excess or other out of pocket costs. You must call our legal helpline on 0330 159 0275 first. We won't be able to cover any legal costs that we haven't agreed to in advance.
<b>Not covered</b>
<ul style="list-style-type: none"><li>Any claim involving clinical negligence.</li></ul>

## Section B – Legal Defence

<b>Covered</b>
You're covered for legal costs to defend legal proceedings if you've received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence involving your vehicle. Your claim must have reasonable prospects of success of either: <ul style="list-style-type: none"><li>successfully defending the allegation, or</li><li>If you plead guilty to the offence reducing the penalty...(and continue the rest of the sentence),</li></ul>
<b>Not covered</b>
<ul style="list-style-type: none"><li>We can't provide help if your summons relates to an alcohol, drugs, or parking-related offence.</li><li>We won't pay fines, costs, or other penalties a court of criminal jurisdiction orders you to pay.</li><li>Mitigation of a guilty plea if, in our reasonable opinion, it would not make a material difference to the outcome of your sentence.</li></ul>

## Section C – Travel Costs

<b>Covered</b>
If you need to travel to Europe for a medical examination or to attend court, we'll reimburse you up to £1,000 per claim. This is as long as: <ul style="list-style-type: none"><li>the road traffic collision, accident or traffic offence happened in Europe</li><li>it is for a claim we have accepted under the Uninsured Loss Recovery or Legal Defence sections, and</li><li>your costs are reasonable. For example, you don't buy first class tickets if standard class is available.</li></ul> Please contact us as soon as you are aware you may need to travel. We must agree to the travel costs before purchase. You'll need to show evidence of payment to make a claim, so please hang on to your original receipts.

## Section D – Motor Vehicle Consumer Disputes

<b>Covered</b>
You are covered for legal costs to pursue legal proceedings if you enter into an agreement during the policy period to buy, sell, or hire a motor vehicle or have it serviced or repaired and wish to claim compensation for breach of that agreement.
<b>Not covered</b>
<ul style="list-style-type: none"><li>Any agreement relating to a commercial vehicle, for example a work van or a taxi.</li></ul>

## Section E – Telephone Legal Helpline

<b>Covered</b>
We can give you advice on personal legal matters within the UK. When possible, we'll let you know your legal rights, the options available to you and how you can act on them. If we think you need to hire a solicitor, we'll let you know. You can call our telephone legal helpline 24 hours a day, 7 days a week, all year round on 0330 159 0275.
<b>Not covered</b>
<ul style="list-style-type: none"><li>Business or commercial advice, immigration, or judicial review.</li><li>Advice when we reasonably believe we've already given you the options available.</li><li>Advice on hypothetical or speculative problems that aren't likely to happen.</li><li>Advice against us.</li></ul>

## Special conditions

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

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

## Cancellation of your policy

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

- whether you have used the service
- when you cancel

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

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

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

### IMPORTANT

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

### Our right to cancel

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

## Misuse of your policy

<p><b>You must not:</b></p> <ul style="list-style-type: none"> <li>• behave inappropriately towards us – this includes acting in a threatening or abusive manner, physically or verbally</li> <li>• persuade or try to persuade us to do anything dishonest or illegal</li> <li>• fail to mention important facts about a breakdown to make sure you can use our service</li> <li>• knowingly let someone who isn't covered by your policy try to claim on it</li> <li>• give payment details that you know will fail, with no intention of making a successful payment.</li> </ul>
<p><b>If these conditions aren't met, we may:</b></p> <ul style="list-style-type: none"> <li>• limit the cover we offer you at your next renewal</li> <li>• limit the payment options we'll accept from you</li> <li>• refuse to give you service under your policy immediately</li> <li>• cancel your policy immediately</li> <li>• refuse to sell you any policy or services in the future.</li> </ul>

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

## Renewing your policy

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

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

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

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

## Changing your details

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

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

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

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



## Complaints

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

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

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

### Financial Ombudsman Service

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

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

0800 0234567 / 0300 123 9123

Complaint.info@financial-ombudsman.org.uk

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](http://fscs.org.uk)

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

## Your data

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

### What information about you do we use?

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

- **Information about you**  
Your name, address, phone number, email address.

- **Non-personal information**

For example, information about your **vehicle**.

- **Special Categories**

A small number of our products and services require us to collect and store special categories of personal data. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

### How we collect your data

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

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

#### IMPORTANT

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

### How we use your data

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

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

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

### Your rights

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

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

**If you would like these terms and conditions  
in audio or large print format, please get in contact  
with us at [LegalCarePlus@rac.co.uk](mailto:LegalCarePlus@rac.co.uk)**

# **Household Legal Expenses Policy Booklet**

**PLEASE READ AND KEEP THIS HANDY**



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## Contact information

### Get in touch

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

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

## About RAC Household Legal Expenses

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

It meets the demands and needs of those who wish to make sure such risks are met now and in the future.

- All general terms that apply to your UK membership booklet will also apply to this section, including:
  - Policy Conditions
  - Cancellation of your policy
  - Misuse of your policy
  - Renewing / Upgrading your policy
  - Changes to your details
  - Complaints – please use the contact details for “Telephone Legal Helpline”
  - Your Data.
- We will let you know if any words in this booklet have:
  - different meanings to those in your UK Membership booklet, or
  - unique meanings to this Household Legal Expenses section.
- There is no limit to the number of claims you can make in any policy period. The amount that is covered for certain types of legal claim or for certain sections are set out in this booklet.

## Your policy cover

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

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

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

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

## How your cover works

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

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

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

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

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

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

## Making sense of your policy

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

### **accident**

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

### **conditional fee agreement**

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

### **home**

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

### insured incident

An incident which:

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

### legal costs

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

### legal proceedings

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

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

### legal representative

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

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

### policy period

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

### proportionate

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

### reasonable prospects of success

A 51% (or higher) chance of:

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

### standard terms of appointment

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

### start date

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

### UK

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

### we, us, our

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

### you, your

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

## How to make a claim

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

## Section A – Consumer issues

Covered
<ul style="list-style-type: none"><li>• Legal costs for pursuing or defending legal proceedings regarding a contract for selling, buying, servicing, repairing or hiring personal goods or services.</li></ul>
Not covered
<ul style="list-style-type: none"><li>• Any contract involving a financial services provider.</li><li>• Any lease, tenancy or licence to use land.</li><li>• Any claim relating to a contract involving constructing or altering a building for your own use.</li><li>• Any claim arising from buying or selling your home.</li></ul>

## Section B – Personal injury

Covered
<ul style="list-style-type: none"><li>• Legal costs for pursuing legal proceedings against a third party if you suffer injury or death due to an accident.</li></ul> <p>If we accept your claim, the legal representative must enter into a conditional fee agreement with you.</p>
Not covered
<ul style="list-style-type: none"><li>• Any accident involving a motor vehicle owned or driven by you, unless you were being carried as a passenger.</li><li>• Any claim which was not caused by a specific or sudden incident, or which developed gradually.</li><li>• Any claim for stress, psychological injury or emotional injury, unless you were also physically injured.</li></ul>

## Section C – Clinical negligence

Covered
<ul style="list-style-type: none"><li>• Legal costs for pursuing legal proceedings against a third party if you suffer injury or death following negligent medical treatment or negligent misdiagnosis of your condition.</li></ul>
Not covered
<ul style="list-style-type: none"><li>• Any claim for stress, psychological injury or emotional injury, unless you were also physically injured.</li><li>• Any claim which was not caused by a specific or sudden incident, or which developed gradually.</li></ul>

## Section D – Employment disputes

<b>Covered</b>
<ul style="list-style-type: none"> <li>Legal costs for pursuing legal proceedings if you are an employee, or ex-employee, and your employer has broken the terms of your contract of employment or employment law, and you want to make a claim to an employment tribunal (or the equivalent outside England and Wales).</li> </ul>
<b>Not covered</b>
<ul style="list-style-type: none"> <li>Any claim which relates only to the legal costs of any investigation, grievance or disciplinary procedure.</li> </ul>

## Section E – Property issues

<b>Covered</b>
<ul style="list-style-type: none"> <li>Legal costs for pursuing legal proceedings if you suffer nuisance, trespass or physical damage to your home or your personal belongings.</li> <li>Legal costs to pursue legal proceedings arising from a dispute with your landlord about a tenancy agreement to rent your home.</li> </ul>
<b>Not covered</b>
<ul style="list-style-type: none"> <li>Any claim relating to work that has been carried out or is due to be carried out by or under the order of any government or public or local authority, unless the claim relates to accidental physical damage.</li> <li>Any claim relating, directly or indirectly, to planning law.</li> <li>Any claim relating to subsidence, heave, landslip, mining or quarrying of land underneath your home.</li> <li>Any claim relating to a contract involving constructing or altering a building for your own use.</li> <li>Any claim relating to rent, service or maintenance charges, or renewing a tenancy agreement.</li> <li>If your home is a leasehold property, any claim relating to a dispute with the freeholder or management company.</li> </ul>

## Section F – Legal helpline

<b>Covered</b>
<ul style="list-style-type: none"> <li>We will provide a telephone legal helpline 24 hours a day, 365 days a year. Just call us on 0330 1590 678.</li> <li>We will give you initial legal advice on any private legal matter within the UK. We will tell you what your legal rights are, which options are available to you and how best to put these options into practice. We will let you know if you need a lawyer.</li> </ul>
<b>Not covered</b>
<ul style="list-style-type: none"> <li>Advice on business matters (including advice to you as a landlord), immigration or judicial review.</li> <li>Advice if, in our reasonable opinion, we have already told you about the options that are available to you.</li> <li>Advice or guidance on hypothetical scenarios including situations that are speculative or unlikely to occur.</li> </ul>

## Special conditions

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

**If you would like these terms and conditions  
in audio or large print format, please get in contact  
with us at [membership@rac.co.uk](mailto:membership@rac.co.uk)**



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