

# Group Policy

## Breakdown Policy for West Midlands Police Federation

Terms and conditions

Please read and keep for your records.

## Contact information

|   | Telephone  | In Writing  |
|---|--|---|
| <b>Breakdown in the UK</b><br>Please quote X800   | 0330 159 0283 or<br>0800 197 1813                                    |   |
| <b>Breakdown in Europe</b><br>Calling from Europe<br>Calling from a French landline (freephone)<br>Calling from the Republic of Ireland (freephone) | 00 33 472 43 52 55*<br>0800 290 112<br>1800 535 005                  |   |
| <b>Bringing the vehicle back to the UK after a breakdown</b>  | 0330 159 0342  |   |
| <b>Claim Form Requests</b><br>From the UK<br>From Europe  | 0330 159 0334<br>0044 161 332 1040*                                  | europeanclaims@rac.co.uk<br>www.rac.co.uk/europeanclaimform |
| <b>Customer Services</b>  | 01403 327719   | info@georgeburrows.com                                      |
| <b>Hearing assistance</b>   | Telephone prefix 18001 to access Typetalk or text us on 07855 828282 |   |

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

## Telephone charges

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

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

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

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

1. **Your** name or policy number
  2. Identification such as a bank card or driving licence
  3. The **vehicle's** make, model and registration number
  4. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
  5. The number of the phone **you** are using
  6. The cause of the **breakdown**, if **you** know it
  7. **Your** credit card if **you** need additional services
- If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

## Remember

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

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

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

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

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

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## Your terms and conditions

### Definition of words

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

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

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

**"call-out"/"claim"** means each separate request for service or benefit for cover under any section of this **group policy**;

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

**"driver"/"their"/"they"** means the **member** of a vehicle at the time a **breakdown** occurs who is authorised to be driving the vehicle and is permanently resident in the **UK**;

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

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

**"expiry date"** means the date that this **group policy** expires;

**"George Burrows"** means "George Burrows" a trading name of Arthur J Gallagher Insurance Brokers Limited of Spectrum Building, 7<sup>th</sup> Floor, 55 Blythswood Street, Glasgow G2 7AT who act on behalf of the **RAC** in respect of the sales and administration of the **group policy**;

**"group policy"/"policy"** means the breakdown policy as set out in this document;

**"home"** means the address in the **UK** where **you** live permanently;

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

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

**"member"/"you"/"your"** means a member of the Federation or nominated partner of the member who is entitled to the benefits under this **group policy**;

**"passengers"** means the **driver** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the vehicle;

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

**"policy period"** means the length of time for which your **group policy** is in force;

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

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

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

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

**"road traffic collision"** means

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

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

**"start date"** means the date **you** join the group insurance scheme;

**"UK"** means England, Scotland, Wales, Northern Ireland, and for the purpose of this **group policy** includes the Channel Islands and the Isle of Man if **you** are a resident there;

**"vehicle"** means a **UK** registered vehicle and that complies with the following specifications:

1. it is either a car, light van, minibus or motorhome that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
2. for Section E it is either a car, light van, minibus or motorhome that is less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide;
3. it is a motorcycles over 120cc and is not a mobility scooter

**"welcome letter"** means the document entitled "welcome letter" containing important details about this **group policy**;

### Important information about your group policy

- This **group policy** is intended to offer services relating to the **breakdown** of vehicles. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of vehicles are met.
- This **policy** is the contract of insurance between **you** and the **RAC**.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **us**.

Your **group policy** consists of:

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

A premium is payable for contracts of insurance which is included in your monthly group insurance subscription.

2. A policy wording will be made available to **you** on joining the group insurance scheme.

### Policy type

This **group policy** covers **you** as a **driver** or a **passenger** in any vehicle.

### Policy Period

The **group policy** will start on the 1<sup>st</sup> December 2011 and end after the 31<sup>st</sup> March 2021.

### Limits of Cover

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

1. When a **claim** can be made:
  - a) no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **group policy**;
  - b) in order to make a **claim** under Section C (Recovery) we must have first attended under Section A (Roadside); and
  - c) in order to make a **claim** under Section D, we must have first attended under Section A (Roadside) or B (At Home).
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **group policy**, regardless of who makes the **claim**;
3. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **group policy**.

### Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from **us**. To do so, please visit

[www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If **you** have any queries please contact Breakdown Customer care on 0330 159 0360. Please send your completed claim form with proof of payment (such as a receipt) to Customer Services. We may ask **you** to supply original documents.

## Hire Car Terms

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

### Covered

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

### Not Covered

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

## Included Benefits

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

- Urgent Message Relay; and
- Replacement Driver.

## Additional Services

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

## Your Cover

### Section A. Roadside

This **group policy** includes cover for Roadside.

#### Covered

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from the **member's home**, **we** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to, along with any **caravan** or **trailer** attached to it, will be recovered to a destination chosen by the **member** up to a maximum of 10 miles from the **breakdown**;

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

#### Caravans or Trailers

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

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

#### Not Covered

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

## Section B. At Home

This **group policy** includes cover for At Home.

#### Covered

**We** will provide the same cover as the "Covered" part of Section A (Roadside) if the **vehicle breaks down** at, or within a quarter of a mile of, the **member's home**.

#### Not Covered

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

## Section C. Recovery

This **group policy** includes cover for Recovery.

#### Covered

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

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

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

#### Not Covered

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

## Section D. Onward Travel

This **group policy** includes cover for Onward Travel.

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

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

### 1. Hire Car

#### Covered

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

Please see Hire Car terms.

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

### 2. Alternative transport

#### Covered

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

### 3. Overnight accommodation

#### Covered

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

### 4. Assistance in a medical emergency

#### Covered

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

1. book one night's bed and breakfast accommodation for the **member** and **passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse the member** up to £150 per person or £500 for the whole party; and

2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

### Not Covered

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

## Section E. European Motoring Assistance

This group policy includes cover for European Motoring Assistance.

### Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per call out and 3 call-outs per policy year, limited to 1 call-out per journey and is subject to the further limits of cover in respect of each type of cover. Each journey is limited to a maximum of 90 days.

### Section E1: Onward travel in the UK

#### Covered

If we attend a breakdown under Section A (or C) and cannot fix the vehicle by the planned departure date and you are within 24 hours of your planned departure date we will arrange a hire car for the continuation of the journey up to 14 consecutive days or until the vehicle has been fixed if sooner and one person will be transported to their nearest hire car supplier to collect the vehicle.

#### Not Covered

Requests following a road traffic collision.

### Section E2: Roadside assistance in Europe

#### Covered

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

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

#### Not Covered

1. Repair costs, including garage labour charges:
  - a) if the vehicle was in a road traffic collision; or
  - b) if the vehicle repair costs will be more than its market value.
2. The costs of any parts.

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

### Mis-fuelling

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

### Key

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

### Tyres

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

## Section E3: Onward travel in Europe

### Covered

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

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

### 1. Alternative transport

#### Covered

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

### 2. Additional accommodation expenses

#### Covered

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

#### Not Covered

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

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

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

### Getting your passengers home

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

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

## Section E4: Getting the vehicle home

### Covered

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

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

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

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

## Not Covered

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

### Important

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

## Section E5: Vehicle break-in emergency repairs

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

### Covered

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

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

### Not Covered

- The cost of any parts; or
- Any benefits under any other section of this **group policy**.

## Section E6: Replacement Driver

### Covered

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

### Not Covered

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

## General conditions for Section E

- We** will not cover any **call-out** for any repairs to a **vehicle** which are not essential in order to continue the **journey**;
- Any **claim** which the **member** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **group policy**;
- You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;
- How the exchange rate is calculated:
  - Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;

- Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
    - at the exchange rate used by **your** credit or debit provider; or
    - at the exchange rate used by **us** when **your** claim form is received if **you** paid in cash;
- We** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.
  - When a hire car, taxi, hotel or similar benefit is arranged under this **group policy**, **we** will always try to find a suitable option that is available at the time, however:
    - we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
    - for hire cars, whilst reputable companies are used, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
  - If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in our reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting the vehicle home);
  - If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;
  - In handling **breakdown call-outs** there may be more than one option available to **you** under this **group policy**. **We** will decide which is the most appropriate option based on **our** expertise in breakdown situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;
  - This **group policy** does not cover:
    - vehicle** storage charges, other than under Section E4;
    - call-outs** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
    - the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
    - overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
    - breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

## General Conditions

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

- You** must pay **your** premium.
- You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
- Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **vehicle** to a place of repair and this **group policy** will not cover this.
- We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
- Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.
- A **member** must be with the **vehicle** when **we** attend.
- You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them.
- Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
- We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **member's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
- The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.



11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **group policy**. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **group policy**:
  - a) **specialist equipment**;
  - b) tolls, ferries or congestion charges for the **vehicle** and **our** vehicle;
  - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them;
  - e) recovery by someone other than **us** even if this is requested by the emergency services; or
  - f) **we** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **member** under this **group policy**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **member**, and act reasonably at all times.
17. The **vehicle** must be privately owned and only used for private use, or any business use other than hire and reward and/or courier services.
18. This **group policy** does not cover:
  - a) routine servicing, maintenance or assembly of the **vehicle**;
  - b) **caravan** or **trailers**, except as described under Section A;
  - c) use of the **vehicle** for business, including for example demonstrating, carrying trade plates;
  - d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - e) **breakdowns** that occur off the public highway to which the **member** or **we** have no legal access;
  - f) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - g) **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
  - h) any **claim** that is or may be affected by the influence of alcohol or drugs;
  - i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
  - j) any **claim** under this **group policy** where the **breakdown** was first reported to **us** under a different policy.
19. If the **member** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

## Additional Benefits

The following are provided at no additional charge:

### Service in the Republic of Ireland

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

## Urgent message relay

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

## Replacement driver

If the **member** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

## Additional services

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

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

If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help. **You** will be responsible for any additional charges so if **we** help **you** under this **group policy** and cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

## Cancellation of your policy

In the event that **you** need to cancel this **policy** please contact the Federation.

## Misuse of this policy

Each **member** must not behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically.

If this condition is not complied with, **we** will contact the **member** to discuss **our** concerns and if the concerns are not dealt with within a reasonable period of time or cannot be dealt with **we** reserve the right to refuse cover under this **group policy** with immediate effect.

**We** will notify the **member** in writing in the event that **we** decide to take any action.

## Complaints and Financial Ombudsman Service

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

| Phone         | In writing  |
|---------------|---|
| 0330 159 0360 | Breakdown Customer Care<br>RAC Financial Services Limited<br>Great Park Road<br>Bradley Stoke<br>Bristol<br>BS32 4QN<br><br>Breakdowncustomer@rac.co.uk |

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the **UK** this will be the **UK's** Financial Ombudsman Service.

In the event **we** cannot resolve a complaint raised in respect of Onward Travel or European Motoring Assistance, complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or "Micro-enterprises".

"Micro-enterprises" (an EU term covering smaller businesses) can bring complaints to the ombudsman as long as they have an annual turnover of up to two million euros and fewer than ten members.



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

## Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean,

Gloucestershire, GL17 1DY

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

## Law

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

## Your Data

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or George Burrows supplies to us is RAC Motoring Services (RACMS). This enables George Burrows for you and us to enter into a contract for this group policy, in making a request for service or benefit, and for administering this group policy.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains your personal data when you contact us directly in relation to this group policy. Please be aware that we may record telephone calls for staff training and evidential purposes.

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

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

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

- provide you with a contract for cover;
- fulfil your contract for cover;

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. 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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- administer this group policy; and
- contact you to provide you with the services that form part of this group policy.

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

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

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

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

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

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

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

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

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

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

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

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