# Group Policy Breakdown Policy for Hertfordshire Police Federation

Terms and conditions
Please read and keep for your records.



# Contact information

	Telephone	In Writing
Breakdown in the UK	0330 159 0249	
Please quote X805		
Breakdown in Europe		
Calling from Europe	00 33 472 43 52 55*	
Calling from a French landline (freephone)	0800 290 112	
Calling from the Republic of Ireland (freephone)	1800 535 005	
Bringing the vehicle back to the UK	0330 159 0342	
after a breakdown		
Claim Form Requests		
From the UK	0330 159 0337	europeanclaims@rac.co.uk
From Europe	0044 161 332 1040*	www.rac.co.uk/europeanclaimform
Customer Services	01403 327719	UK.GroupInsuranceSchemes.Contact@ajg.com
Hearing assistance	Telephone prefix 18001 to access Typetalk or text us on 07855 828282	

<sup>\*</sup>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 and policy number
- 2. Identification such as a bank card and 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  $\mathbf{us}$  know if  $\mathbf{you}$  have called  $\mathbf{us}$  but manage to get going before  $\mathbf{we}$  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.

# **Contents**

Contact information	2
Your terms and conditions	4
Definition of words	4
Important information about your group policy	4
Your Cover	į
Section A. Roadside	į
Section B. At Home	į
Section C. Recovery	į
Section D. Onward Travel	į
Section E. Mis-fuel Rescue	(
Section F. European Motoring Assistance	(
General Conditions	8
Additional Benefits	8
Cancellation of your policy	;
Misuse of this policy	8
Complaints and Financial Ombudsman Service	Ç
Financial Services Compensation Scheme	•
Law	Ç
Your Data	(

# Your terms and conditions

# Definition of words

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

"Arthur J Gallagher Insurance Brokers" means "Arthur J Gallagher Insurance Brokers" a trading name of Arthur J Gallagher Insurance Brokers Limited of Spectrum Building, 7th 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:

"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"/"breaks 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, mis-fuel, but not as a result of a 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; (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, mis-fuel and battery failure; "Europe" means the mainland countries of 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 in the Mediterranean Sea;

"expiry date" means the date that this group policy expires;
"group policy"/"policy" means the breakdown policy as set out in this

"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

"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"

journey. We may ask for proof of this;

- 1. For Sections A, B and C means RAC Motoring Services;
- 2. For Sections D, E and F means RAC Insurance Limited;
- 3. For Additional Services means RAC Motoring Services; and
- 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

- for the purpose of Section F only, a traffic collision in Europe that immobilises the vehicle: and
- 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;

"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; and (c) 2.55 metres wide; or
- for Section F 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 motorcycle over 49cc 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. Based on the information provided this group policy 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  ${\bf your}$  monthly group insurance subscription.

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

# Policy type

This  ${\it group\ policy}$  covers  ${\it you}$  as a  ${\it driver}$  or a  ${\it passenger}$  in any  ${\it vehicle}$ .

# Policy Period

The group policy will start on the 1st April 2012 and end after the 31st March 2027.

# 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) or Section B (At Home); and
  - c) in order to make a claim under Section D, we must have first attended under Section A (Roadside) or B (At Home).
- 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. If you have any queries please contact Breakdown Customer care on 0330 159 0337. 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

- In the UK, we will arrange and pay for the hire cost of a replacement car for up to 2 consecutive days or until the vehicle has been repaired, if sooner. Any replacement vehicle will be limited to a small hatchback;
- In Europe, we will arrange and pay for the hire cost of a replacement car
  for up to 14 consecutive days or until the vehicle has been repaired if
  sooner. Any replacement vehicle will be limited to a small hatchback:
- 3. If you are not eligible for a hire car arranged by us for any reason, such as you do not meet the hire car provider's terms (e.g. you have 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;
- 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**

- 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  $\ensuremath{\mbox{\bf group}}$  policy includes cover for Roadside.

# Covered

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

- Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or
- 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**;
- 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) or Section B (At Home), we will recover the vehicle from the breakdown location to:

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

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

# **Not Covered**

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

- 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;
- 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. Mis-fuel Rescue

This group policy includes cover for Mis-fuel Rescue.

#### Covered

If the **vehicle** has **broken down** in the **UK** due to the incorrect fuel being put into the fuel tank, **we** will:

- 1. Drain, flush and clean out the fuel system;
- 2. fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** mobile and allow the **driver** to drive to the nearest fuel station; and
- 3. arrange the safe disposal of the contaminated fuel;

if we are unable to repair the vehicle due to mechanical damage caused by the mis-fuelling we will recover the vehicle and passengers to a destination chosen by the driver up to a maximum of 10 miles from the breakdown.

#### Not Covered

- 1. Damage due to:
  - a) AdBlue or similar diesel exhaust fluid being put in the fuel tank;
  - gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or the vehicle's mileage; or
  - c) malicious actions, pre-existing faults or defects;
- 2. Any damage not caused by mis-fuelling.

# Section F. European Motoring Assistance

This group policy includes cover for European Motoring Assistance.

## Limits of cover

The cover under Section F 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 F1: 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 F2: 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:

- 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;
  - 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 **breakdown** was due to mis-fuelling;
  - b) if the vehicle was in a road traffic collision; or
  - c) if the vehicle repair costs will be more than its market value.
- . 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 F3: 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

- A hire car as a replacement until the vehicle has been fixed, up to 14 consecutive days; or
- 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 F4; or
- 2. Once we establish that the repair costs to the vehicle exceed its market value under Section F4.

# Section F4: Getting the vehicle home

#### Covered

If we attend a breakdown or road traffic collision in Europe under Section F2 and the vehicle cannot be repaired before the member's planned return to the UK, we will arrange and pay for:

- Recovery of the vehicle to a single destination of the member's choice within the UK; and
- Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK; or
- 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;
- 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 F3 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 F3 (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**

- 1. Any costs:
  - a) if the vehicle is beyond economical repair;
  - b) covered under your motor insurance;
  - c) 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;
- 2. We will not take the vehicle back home if:
  - a) the vehicle is roadworthy; or
  - b) a customs officer or other official finds any contents in 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;
- 4. We will not cover the costs of fuel, insurance or meals;
- 5. 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 F5: 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:

- 1. 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**

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

# Section F6: 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.
- 2. Any benefits under any other section of this group policy.

## General conditions for Section F

- 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;
- 4. How the exchange rate is calculated:
  - a) 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;
  - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
    - i. at the exchange rate used by your credit or debit provider; or
    - ii. 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.
- 6. 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:
  - a) 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:
- 7. 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 F3 (Onward travel in Europe) or Section F4 (Getting the vehicle home);
- 8. 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;
- 9. 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:
- 10. This **group policy** does not cover:
  - a) vehicle storage charges, other than under Section F4;
  - call-outs if you are not carrying a serviceable spare tyre provided by the manufacturer;
  - c) the hire of minibuses, motorhomes, motorcycles, caravans, trailers or
  - d) overloading of a vehicle under the laws in any country in which the vehicle is travelling;
  - e) **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**.

- 1. 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.
- 3. Where the breakdown is caused by a component failure this must stop the vehicle from working, so for example an air-conditioning failure in itself does not constitute a breakdown, and the illumination of a warning light does not always constitute a breakdown. If it does not, you will need to take 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.
- 6. 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.
- 9. 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.
- 10. The vehicle must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
- 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;
  - 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;
  - el recovery by someone other than **us** even if this is requested by the emergency services; or
  - 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;
  - use of the vehicle for business, including for example demonstrating, carrying trade plates;
  - 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;
  - 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;
- any claim that is or may be affected by the influence of alcohol or drugs;
- 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; or
- 4. Arrange a second or extended recovery.

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  $\mathbf{you}$  need to cancel this  $\mathbf{policy}$  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 0337	Breakdown Customer Care
	RAC Motoring Services
	Great Park Road
	Bradley Stoke
	Bristol
	BS32 4QN
	Breakdowncustomercare@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 <b>we</b> cannot	Phone	In writing	
resolve <b>your</b> complaint to	0800 023	The Financial Ombudsman	
your satisfaction under the	4567 or	Service	
complaints process set out	0300 123	Exchange Tower	
above, <b>you</b> may in certain	9123	London	
circumstances be entitled to		E14 9SR	
refer <b>your</b> complaint to the			
Financial Ombudsman		complaint.info@financial-	
Service at the following		ombudsman.org.uk	
address:		-	
		www.financial-	
		ombudsman.org.uk	
The Financial Ombudsman Service will only consider your complaint once			

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, or by writing to:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean,

Gloucestershire, GL17 1DY

The cover provided by RAC Motoring Services under this  ${\it group\ policy}$  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

## **Data Protection Statement**

This section provides a short summary of how **we** collect and use **your** data. Please refer to **our** website at

rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy for full details of how we use your data. Alternatively, you can obtain a copy of the Privacy Policy by using the contact details below.

# What is your data?

There are three types of data we hold about you:

- 1. Personal data is information **we** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number;
- 2. **We** will may also hold data about **you** that is not personal, for example, information about **your vehicle**; and
- 3. A small number of **our** services require the collection and storing of special categories of personal data. **We** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

## How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when you purchase this group policy, contact us through social media or make a claim under your group policy. We will always need to collect, store and use information about you to be able to provide you with your group policy.

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

# How we will use your data

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

## Your rights

You have a number of rights relating to your personal data. For further information regarding any of these rights please visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

- 1. Call our Customer Service Team: 0330 159 0337; or
- 2. Email **us**: membershipcustomercare@rac.co.uk; or
- 3. Write to us:

RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN