



Your Motorcycle Breakdown Policy Booklet

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Welcome to RAC Motorcycle Breakdown

These are the terms and conditions of Your RAC Motorcycle Breakdown policy.

Please read them carefully and keep this policy booklet in a careful place for future reference.

Terms and conditions

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

Your breakdown policy is made up of:

- this policy booklet; and
- Your Breakdown schedule of insurance (showing the breakdown service You have chosen).

Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

“Accident” means an Accidental crash immobilising the insured Vehicle.

“Breakdown” means unforeseen mechanical or electrical failure during the Period of Cover in the United Kingdom and Europe which has either immobilised Your Vehicle or made it unsafe to ride.

“Claim” means a call for assistance under this Policy.

“Devitt Insurance Services Limited” are Insurance Brokers and arranges Your RAC Motorcycle Breakdown policy.

“Europe” Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia, Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of the Bosphorus), Ukraine.

“Home” means the address where You live in the United Kingdom.

“Period of Cover” means the duration of Your cover as stated in Your Policy Documents.

Definitions

“Policy Documents” means this Policy wording and all associated documentation provided to You by Devitt Insurance Services Limited on Our behalf.

“Resident of the United Kingdom” means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

“Specialist Equipment” is equipment not carried by RAC patrols or RAC contractors.

“The Party/Your Party” means the persons including You, travelling with You on or in the Vehicle.

“United Kingdom/UK” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

“Vehicle” means the Vehicle specified in the Fulfilment Material as being eligible to receive services under this Policy.

“We/Our/Us/RAC” means RAC Motoring Services and/or RAC Insurance Limited.

“You/Your” means the person(s) named in the Policy Documents when driving the Vehicle, or any other person driving the Vehicle with the owner's consent.

Important Information

Choice of law

The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Telephone recording

For our joint protection, telephone calls may be recorded and/or monitored.

Disability discrimination

If you have any problems reading this booklet, You can always call Our Customer Services on 08705 722 722 for a large font or Braille version.

Statement of demands and needs

Depending on the level of cover chosen, the products described in these terms and conditions meet the demands and needs of those who wish to ensure they have Breakdown assistance cover in the event of a mechanical Breakdown occurring to any covered Vehicle during the Period of Cover.

We will have provided You with a personal recommendation as to whether this policy is suitable for Your specific needs if this policy was purchased via our Call Centre. However We would not have provided You with a personal recommendation if this policy was purchased online.

RAC Motorcycle Breakdown policy summary

This is a summary of the Breakdown cover provided by Us and is important information that You should read. Full terms and conditions of cover are explained in the Terms and Conditions.

Name of insurer

- Roadside, Recovery and At Home products are provided by RAC Motoring Services.
- Onward Travel and European Cover are underwritten by RAC Insurance Limited.

Type of insurance and cover

This Policy covers You in the event of the Vehicle's mechanical Breakdown. A number of different products are available, the cover provided by each product is described briefly in the table of features and benefits across. The services We will provide to You will depend on which product or combination of products You buy.

Cover is Vehicle based – covers the named Vehicle for use by any authorised driver.

Your documents will confirm the type of cover You have selected.

Significant and unusual exclusions or limitations

This section outlines the main exclusions, limitations and conditions of Policy coverage.

The following are not covered by this Policy, for full details please refer to the General Exclusions section of Your Policy booklet.

Roadside	Roadside assistance 1/4 mile or more away from Your Home address including a tow for up to 10 miles and taxi fares for up to 20 miles from the Breakdown if Your Vehicle cannot be fixed.
Recovery	As per Roadside plus Recovery for up to 8 people and Your Vehicle to any single destination within the UK.
At Home	As per Roadside plus Breakdown Assistance at Your Home or within 1/4 mile of Your Home address.
Onward Travel	Replacement car for up to 2 days whilst Your Vehicle is fixed, or, if this is not possible, overnight accommodation or an alternative form of transport.
European Motoring Assistance	In the event of a Breakdown of Your Vehicle on its way to a destination abroad, or whilst abroad, Your Vehicle will be fixed at the Roadside by a contractor or recovered to a local garage for repair or, if this is not possible, overnight accommodation or an alternative form of transport.

Significant and unusual exclusions or limitations (cont)

- Replacing tyres or windows.
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
- The cost of ferry crossings, road toll and congestion charges.
- Contaminated fuel problems. We will arrange for the Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
- Labour at any garage to which the Vehicle is taken.
- If You require a second or any other type of Vehicle We will try to arrange this for You, You will have to pay for any additional costs.

What to do if You Breakdown

Please refer to page 6 'What to do if You Breakdown'

Duration of Policy

Your cover is for 1 year, renewable annually.

Your right to cancel

You are entitled to cancel Your Policy within 14 days from the date of purchase of the contract or the date on which You receive Your Policy documentation whichever is the later. Should You cancel Your UK RAC cover, Your European Cover entitlement will also cease.

Financial Services Compensation Scheme

We and Devitt Insurance Services Limited are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We or Devitt Insurance Services Limited cannot meet Our or their

obligations, depending on the type of insurance and the circumstances of Your claim.

Caring for our customers

Devitt Insurance Services Limited and RAC are committed to providing You with the highest standard of service and customer care. We realise however, there may be occasions when You feel that You did not receive the standard of service You expect. Should You have cause for complaint about any aspect of the Breakdown services, which we have provided to You, please contact us at the addresses indicated and we will work with You to resolve Your complaint.

Breakdown Customer Care,
RAC Motoring Services,
RAC House, PO Box 200,
Walsall WS5 4QZ.

Should You have cause for complaint about any aspect of the policy sale and administration, please contact:

Devitt Insurance Services Limited,
North House, St Edwards Way,
Romford,
Essex RM1 3PP

Tel: Please phone using the telephone number shown on
Your Breakdown policy schedule.

If we are unable to settle Your complaint with us, You may be able to refer Your complaint to the Financial Ombudsman Service.

What to do if You Breakdown

If You are unfortunate enough to Breakdown, please follow these simple steps:

1. Call the appropriate number stated in the table across.
2. Have to hand Your cover number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK	0800 316 7816	(freephone)
The following numbers apply to customers with European Motoring Assistance cover		
France and Monaco	0800 290 112 0472 43 52 55	(freephone within France and Monaco only) (pay call)
Republic of Ireland	1 800 535 005 00 44 800 107 9058*	(freephone) (pay call)
Rest of Europe	00 33 472 43 52 55	(pay call)
Serbia and Montenegro	99 33 472 43 52 55	(pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	810 33 472 43 52 55	(pay call)

* If You are calling from a UK mobile phone, Your network provider may not allow You to call a freephone 1800 number. Please check with Your service provider prior to travelling.

Customers who are affected can contact Us on 00 44 800 107 9058. Your network provider may charge You for this call.

* Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

Breakdowns on motorways

On continental motorways (including service areas) You MUST use the Roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a Breakdown recovery Vehicle. However, this will only be to the recovery company's own depot if they cannot fix Your Vehicle – contact RAC using the numbers above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return Home.

Mobiles and car phones

RAC will not reimburse the cost of any telephone calls You make in connection with any Breakdown under this Policy (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, You may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with Your service provider that Your phone meets the requirements and standards for the countries in which You are travelling.

Services provided

Service in the UK

Cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.

Roadside

If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

1. Breakdowns which would be prevented by routine servicing of Your Vehicle
2. any labour other than that incurred at the Roadside
3. replacing tyres or windows
4. missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
5. the cost of ferry crossings, road toll and congestion charges
6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates
7. Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
8. Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
9. contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
10. the cost of parts, fuel or other supplies
11. any Vehicle storage charges incurred when You are using Our services

12. labour at any garage to which the Vehicle is taken
13. Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your insurance Policy, You can then reclaim these costs through Your insurance)
14. the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
15. any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved
16. any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

Recovery

Recovery has the same terms and conditions as Roadside but with the following variations.

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Recovery does not cover:

1. any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy
2. the use of Recovery as a way to avoid paying repair costs
3. a second Recovery if We consider that the original fault of a first Recovery has not been properly repaired
4. service within 24 hours of commencement of this Policy.

At Home

At Home has the same terms and conditions as Roadside but with the following variations.

At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

At Home does not cover:

1. the rectifying of failed or attempted repairs
2. the reimbursement of taxi fares
3. service within 24 hours of commencement of this Policy.

Onward Travel

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally:

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within 1/4 mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

Replacement car hire**We will pay for:**

1. up to two days hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc for the duration of the repairs to the Vehicle in accordance with Your Onward Travel entitlement, for one incident
2. insurance (including collision damage waiver).

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. age limits
2. the need to have a current driving licence, and, if held, a driving licence photo card, with You
3. limits on acceptable endorsements
4. the need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken-down Vehicle.

If We decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

Alternative transport

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice.

We will pay up to £150 a person or £500 for each Party whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered.

1. A second use of the Onward Travel benefits if the original fault has not been properly repaired.

2. Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the Vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
3. If You require a second or any other type of Vehicle We will try to arrange this for You. You will have to pay for any additional costs.
4. If You are unfortunate enough to have an incident with the hire Vehicle and You make an insurance claim, You will be responsible for paying any excess.
5. Service within 24 hours of commencement of this Policy.
6. Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.

European Motoring Assistance

European cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.

European cover operates within all countries defined as Europe on Page 1.

Service in the UK en route to Europe

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were in Europe. In addition We will pay a contribution of up to £750, towards the cost of self-drive hire

car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours.

Service whilst in Europe

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the Policy description:

We will pay for:

1. attendance of local Breakdown or garage services to repair the Vehicle at the Roadside if possible; or
2. tow of the Vehicle from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
 - a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown;or
- b) inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
3. storage charges for the Vehicle while awaiting repair or repatriation

4. the cost of wheel changes but not for replacement tyres.

We will not pay for:

1. any labour costs other than those incurred at the Roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 2 above
2. repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is uneconomical
3. the cost of parts used for Roadside or garage repairs
4. the cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown
5. the cost of any other supplies, including but not limited to Specialist Equipment.

If We cannot repair the Vehicle within 12 hours of being notified of a Breakdown, then We will pay for either:

- a) additional accommodation expenses

We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

We will not pay for:

1. the costs of meals and any extra costs.

or

- b) journey continuation or return Home.

If the appropriate RAC control centre can confirm repairs to Your Vehicle will take more than 12 hours, or if Your Vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow You to:

1. continue the planned journey during the period Your Vehicle is not roadworthy

or

2. return Home by direct route.

Expenses can comprise self-drive car hire up to 14 days per claim, including collision damage waiver (see “Important self-drive hire car information”) and replacement Green Card as necessary, or second/standard class rail, or a combination of both. RAC will in its sole discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the Vehicle when repaired as once the Vehicle is repaired and You have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the

police. A police report must be obtained. However, this benefit will cease if and when Your Vehicle is recovered in a roadworthy condition.

We will not pay for:

1. fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
2. the cost of any car hire beyond the period agreed with the appropriate RAC control centre
3. any car hire expenses after Your Vehicle is repaired except for the direct journey to return and collect it
4. first class rail fares
5. any costs under this benefit if they are for a service You used at the same time as the above section “Additional accommodation expenses”
6. international drop charges where a Vehicle hired from Europe is dropped within the UK
7. the costs of hiring a motorcycle
8. any hire costs not arranged through RAC or agreed by RAC.

Vehicle repatriation

If RAC can confirm that repairs cannot be completed by Your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical We will pay for Vehicle repatriation to the United Kingdom.

We will pay for the cost of taking the Vehicle by road transporter from Europe to Your Home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting Your baggage if the Vehicle is declared a 'Write-off' by the Vehicle's insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

We will not pay for:

1. Claims for any repatriation not authorised by the appropriate RAC control centre
2. the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to Glass's guide
3. the cost of repatriation if Your Vehicle is roadworthy
4. any Claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law
5. any further costs in connection with the Vehicle once declared a write-off by Us.

Collection of Vehicle from Europe

We will pay up to £600 for the following costs for one person to collect Your Vehicle, repaired abroad after a Breakdown.

1. Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
2. Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).
3. Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:

1. first class rail fares
2. the cost of any meals
3. the costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether Your Vehicle should be repaired in Europe for You (or someone nominated by You) to return and collect.

Authority for repatriation or repair

If Your Vehicle is not able to be driven due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim

costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

Additional services

We will pay for the costs of providing the following if applicable.

Vehicle break-in, emergency repairs

We will treat Your Vehicle as if a Breakdown had occurred and You will be entitled to all of the services set out in this document except 'Vehicle repatriation'.

We will pay:

1. the cost of immediate emergency repairs, up to £175, necessary to make Your Vehicle secure in the event of damage to window, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.

We will not pay for:

1. the cost of repairs if they are not to make Your Vehicle secure and for the reasons stated
2. any repair costs if You do not obtain a police report and submit it with Your claim.
3. repatriation benefits as described under the section entitled 'Vehicle repatriation'.

Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally

We will pay for:

1. freight, handling and ancillary charges for dispatch of spare parts not obtainable locally
2. the fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for:

1. the cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

We will pay:

1. up to £35 per person per day contribution to accommodation expenses if during the Period of Cover You are camping and Your tent is damaged Accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

1. the cost of meals or any other costs
2. damage caused by weather conditions

3. the cost of a replacement tent not authorised by Us
4. any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

1. the cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or it is stolen.

We will not pay for:

1. the cost of non urgent messages or messages to persons not described in the previous paragraph\
2. the cost of relaying any urgent message not arranged through the appropriate RAC control centre.

Replacement driver

We will pay for:

1. the cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

We will not pay for:

1. replacement driver cost if there is another qualified driver in The Party who is fit to drive.

Customs claims indemnity

We will pay for continental or Irish Customs Claims for duty if:

1. the Vehicle is beyond economic repair as a result of fire or theft in Europe during the journey and it has to be disposed of abroad under Customs supervision
2. it is stolen in Europe during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0870 549 3320 Monday to Friday 9am-5pm.

We will not pay any import duties not relating to the Vehicle.

There is an overall limit of £2500 per Claim applied to the European section of this Policy.

European Claims procedure and conditions

When providing assistance We make every effort to meet on Your behalf all costs within the Claim limit. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:
RAC Customer Care,
RAC Motoring Services,
RAC House,
PO Box 200,
Walsall, WS5 4QZ.

If You have paid any cost which You believe is covered under Your Policy, please telephone Us for a Claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed Claim form You should enclose relevant original receipts (not photocopies).

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0870 549 3320.

Payment of Claims depends on You complying with the following conditions for all of Your Policy.

1. You must keep all relevant original receipts (not photocopies) as they will be needed for any Claim. We may refuse to pay expenses You are Claiming back if You cannot provide original receipts or bills for the items You have paid.
2. You must make any Claim on an RAC Claim form, please bring Your Claim to Our attention as soon as You can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on an RAC Claim form will not be accepted. This does not affect Your statutory rights to take legal action in or exercise any other legal remedy.
3. If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.
4. You must do all You can to prevent Accident, injury, loss or damage, as if You were not covered under Your Policy.

5. You must forward to Us any writ, summons, legal document or other communication about the Claim as soon as You receive them.
6. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
7. You must not admit liability or offer or promise payment without Our written permission.
8. You must, within 7 days of any request from Us, send to Us copies of any European Accident statements (called a “Constat d’amiable” in France) and/or any police reports should You use the Policy following a road traffic incident.

General conditions

Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled “Policy Description”. If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Motorcycles

The Policy covers motorcycles on the same basis as other

eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

Caravans and trailers

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired. It is also virtually impossible to hire Vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing Vehicle which cannot be repaired abroad by the return date.

Unforeseeable losses or events

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable

control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under Your Policy.

Taxi bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

Service providers

The garages, Breakdown/Recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the Policy by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

Vehicle condition

Your Vehicle must be roadworthy and in good mechanical condition when You apply for cover and You must keep it in that condition.

Fraud

If any Claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.

Service in Europe

Motor insurance

RAC European cover is not motor Vehicle insurance. We strongly recommend You tell Your motor **insurers** before taking Your Vehicle abroad. If You do not, Your insurance Policy will only cover You for damage You might cause to other people or their property (third party cover). This means that You will not be covered for any loss or damage to Your Vehicle. Your **insurers** will also need to know if You are towing a caravan or trailer.

Availability of service in eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk or by telephoning The FCO Travel Advice Unit on 0870 606 0290.

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar Vehicle We may arrange two hire cars.

We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

Self-drive car hire arranged under Your Policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements, etc. The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the Vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire Vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period You could be liable for the equivalent of the first £150- £550 (approximately) and have Your credit card charged.

In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom.

A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or Vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class Vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired Vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired Vehicle from the nearest available place of supply.

Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement Vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact Your local Department of Transport Area Office for details.

Repayment of credit

You must pay back to Us on demand:

1. any costs We have paid for which You are not covered under Your Policy
2. the cost of any spare parts supplied.

Spares dispatch

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

General exclusions

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

1. costs for anything which was not caused by the incident You are claiming for
2. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit.
For example, Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off-road rally will not be covered
3. the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK
4. loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a Vehicle hired under the terms of Your Policy
6. routine servicing of Your Vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred. Note: Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk
7. any claim caused directly or indirectly by:
 - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer
9. any Claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel
10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence

12. any Claim which You have made successfully under any other Policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions
13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake
14. any period outside Your Period of Cover
15. any Vehicle other than a car, moped / motorcycle 49cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
 - b) maximum overall dimensions of: length 5.5 metres; height 3 metres; width 2.25 metres (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy. If

the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

16. any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the DVLA in Swansea or Northern Ireland
17. any Vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends
18. any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification
19. Your Vehicle if it is unattended
20. any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility
21. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
22. Any costs which are not directly covered by the terms and conditions of this Policy.

Battery related faults

For battery related faults Your Policy entitlements are as follows:

- RAC's initial attendance for a battery related fault is included in Your Policy's entitlement.
- The fitting of any parts or batteries purchased by You prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.

If We do not receive the payment within 14 days of the invoice date Your Policy will be cancelled without refund.

Your right to cancel

1. You are entitled to cancel Your Policy In full, up to 14 days following the commencement (or renewal) date, or the date You receive Your policy documentation, whichever happens later.
2. If You have not made a Claim within the first 14 days We will refund the cost of Your Policy.
3. If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
4. If You do not pay for Your premium promptly, We will cancel Your Policy.
5. Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
6. If You cancel the Policy after 14 days, no refund or credit will be allowed.
6. To cancel Your Policy please contact Devitt Insurance Services Limited.

Caring for our customers

Devitt Insurance Services Limited and RAC are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the policy sale and administration or any aspect of the service We have provided to You, please contact us at the relevant addresses indicated and we will work with You to resolve Your complaint. We will deal promptly with Your query.

Unless we can satisfactorily resolve Your complaint within 24 hours we will send You an acknowledgement within 5 working days, along with a leaflet outlining our complaints procedures and any rights You may have to refer the matter to the Financial Ombudsman Service. Please quote Your full name, membership or Policy number and where applicable Your Vehicle registration in any communication.

If You have a complaint about any aspect of the policy sale and administration, please contact:
Devitt Insurance Services Limited
North House, St Edwards Way, Romford,
Essex RM1 3PP

Tel: Please phone using the telephone number shown on Your Breakdown policy schedule.

If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

Please write to Us at:
Breakdown Customer Care,
RAC Motoring Services, RAC House, PO Box 200,
Walsall, WS5 4QZ.

If You are dissatisfied with any other aspect of RAC's services, please contact Us at:
Membership Customer Care,
RAC Motoring Services, Great Park Road, Bradley Stoke,
Bristol, BS32 4ZZ.

If You are dissatisfied with the service You have received under Your European Cover, please write to Us at: Breakdown Customer Care,
RAC Motoring Services, RAC House, PO Box 200,
Walsall, WS5 4QZ .

Freephone from the UK on 0800 107 5861 or from Europe on 00 44 161 332 1040 or Fax 01922 746 528. Alternatively, email customer-care-operations@rac.co.uk

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation in the unlikely event that RAC Insurance Limited and RAC Motoring Services (for insurance mediation purposes only) are unable to meet their obligations to You as a policyholder, depending on the type of insurance and circumstances of any Claim.

Further information about compensation scheme arrangements is available from the FSCS or by visiting www.fscs.org.uk

Data Protection Act – information uses

Data Protection Notice

For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is Devitt Insurance Services Limited.

Devitt Insurance Services Limited or its agents may use the information provided to inform You by post, telephone, SMS or e-mail of other products and services offered.

If You do not wish to receive this material from us or from our agents please write to us at the address below.

You have the right to ask for a copy of Your information held on our records. A small administration fee is required for providing this service.

Please write to:

Devitt Insurance Services Limited,
North House,
St Edwards Way,
Romford
Essex RM1 3PP

Tel: Please phone using the telephone number shown on
Your Breakdown policy schedule.

Please note that calls are recorded for training and monitoring purposes.

Customer service telephone numbers

Service:

**Please phone using
the telephone
number shown on
Your Breakdown
policy schedule.**

Claims:

0800 316 7816

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered address: RAC House, Brockhurst Crescent, Bescot WS5 4QZ and/or RAC Insurance Limited (Registered in England No: 2355834, Registered Office: as above).

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Services Authority.

The RAC Motorcycle Breakdown policy is arranged by Devitt Insurance Services Limited, Insurance Brokers, authorised and regulated by the Financial Services Authority. Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP. Registered in England No: 2438974.