# RAC Breakdown Cover Policy Booklet iGO4

Terms and conditions



Please read and keep for your records

# **Contact information**

	Telephone	In Writing
Breakdown	0330 159 0251	
Breakdown in Europe		
Calling from Europe	+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 your vehicle back to the UK after a	0330 159 0342	
breakdown		
Claim Form Requests		
From the <b>UK</b>	0330 159 0337	europeanclaims@rac.co.uk
From Europe	+44 161 332 1040	www.rac.co.uk/europeanclaimform
Customer Services	01733 308235	iGO4
		IGO4 House,
		Staniland Way,
		Peterborough,
		Cambridgeshire
		PE4 6JT
		contact@igo4.com
Hearing assistance	Telephone prefix 18001 to access Typetalk or text <b>us</b> on 07855	
	828282	

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

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

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

- 1. Your name or policy number
- 2. The vehicle's make, model and registration number
- 3. The exact location of the vehicle the road you are on or the nearest road junction
- 4. The number of the phone **you** are using
- 5. The cause of the breakdown, if you know it
- 6. Identification such as a bank card or driving licence
- 7. Your credit card if you need additional services

If you fail to make contact within 24 hours of becoming aware of the breakdown cover may be refused in relation to the breakdown.

# Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive. **We** will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

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

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

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

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# Your terms and conditions

#### Definitions

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which we explain below. "beyond economical repair" means where the total cost required to repair the vehicle, including any taxes, is greater than the market value of the vehicle. If the vehicle has broken down or had a road traffic collision in Europe, the total cost required to repair the vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the breakdown or road traffic collision has occurred;

"breakdown"/"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, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the driver, or any key related issue other than keys locked in the vehicle;

"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;

"claim" means each separate request for service or benefit for cover under any section of this RAC Breakdown Cover; "driver"/"their"/"they" means you or any driver of a vehicle at the time a **breakdown** occurs who is authorised to be driving the vehicle and is permanently resident in the UK; "end date" means the date that this RAC Breakdown Cover expires as shown on your motor insurance policy schedule; "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, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Ireland, Romania Russian mainland (west of Urals) San Marino Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea; "home" means the address in the UK where you live permanently, as shown on your motor insurance policy schedule;

"iGO4" means iGO4 Limited of IGO4 House, Staniland Way, Peterborough, Cambridgeshire PE4 6JT who arrange and administer this RAC Breakdown Cover;

"insurance product information document" means the document entitled "insurance product information document" containing important details about the vehicle this RAC Breakdown Cover is provided for;

"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;

"motor insurance policy schedule" means the document entitled "policy schedule" containing important details about this RAC Breakdown Cover;

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

"planned departure date" means the date when you intend to begin your journey. We may ask for proof of this; "policy period" means the length of time for which your RAC Breakdown Cover is in force as shown on your motor insurance policy schedule:

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

# "RAC"/"we"/"us"/"our"

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

"RAC Breakdown Cover" means this RAC Breakdown policy that is subject to the terms and conditions together with the insurance product information document & motor insurance policy schedule;

"reimburse"/"reimbursement" means reimbursement by us under the reimbursement process;

"road traffic collision" means

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

"specialist equipment" means resource or equipment that is not normally required by us to complete repairs and recoveries, for example a crane, tractor or winching and specialist lifting equipment;

"start date" means the date that this RAC Breakdown Cover begins, or renews, as shown on your motor insurance policy schedule;

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

"vehicle" means the UK registered vehicle as shown on your motor insurance policy schedule and that complies with the following specifications:

- it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
- for Section E it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b)7m (23ft) long including a tow bar; and (c) 2.55 metres wide;
- 3. it is a motorcycles over 49cc and is not a mobility scooter

"you"/"your" means the person, as shown on your motor insurance policy schedule taking out the RAC Breakdown Cover and that in respect of an individual resident in the UK or, in respect of a business, has its registered office/address in the UK.

# Important information about your RAC Breakdown Cover

This RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. Based on the information provided this RAC Breakdown Cover meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of vehicles are met.
Some sections of cover are optional. The ones you have chosen are listed on your insurance product informatino document. Please make sure this is correct.

• 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 RAC Breakdown Cover consists of:

- . A Breakdown Policy one or more contracts depending on the type of cover:
  - a) RAC Motoring Services provides cover for Sections A, B and C; and
  - b) RAC Insurance Limited provides insurance for all other Sections.

A premium is payable for these contracts which will be made clear to **you** in advance of purchase.  An insurance product information document - detailing the type of cover you have, the level of cover chosen. The email you receive from iGO4 will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by iGO4 following purchase.

# Policy type

This RAC Breakdown Cover covers the vehicle shown on your motor insurance policy schedule and if registered at your home address. The vehicle is covered whoever is driving.

# Policy period

The RAC Breakdown Cover will start on the start date and end after the end date as shown on your motor insurance product information document.

# Limits of cover

Cover under this **RAC Breakdown Cover** 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 RAC Breakdown Cover:
  - b) no claim is permitted under sections B to E within 24 hours of the initial start date of the RAC Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section;
  - c) in order to make a claim under Section C (Recovery) we must have first attended under Section A (Roadside); and
  - d) 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 RAC Breakdown Cover, 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 RAC Breakdown Cover.

### 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 <u>www.rac.co.uk/reimbursementclaimform</u>. 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 **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

#### Covered

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

- In the UK, we will arrange and pay for the hire cost of a replacement car for up to two consecutive days or until the vehicle has been repaired. 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;
  - b) fuel while using the car hire; or
  - c) any insurance excess and additional costs.

# Your Cover

# Section A. Roadside

RAC Breakdown Cover includes cover for Roadside. Covered

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

- 1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- If we are unable to repair the vehicle at the roadside, we will recover the vehicle and passengers to a destination chosen by the driver up to a maximum of 10 miles from the breakdown;
- If we recover the vehicle to a garage, we will reimburse you for taxi costs for passengers to continue the journey to a single destination within 20 miles.

### Not covered

- 1. The cost of any parts or **specialist equipment**;
- 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;
- Recovery for caravans or trailers if the caravan or trailer breaks down.

# Section B. At Home

Please refer to **your insurance product information document** which sets out whether this **RAC Breakdown Cover** 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, your home.

### Not covered

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

# Section C. Recovery

Please refer to **your insurance product information document** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

# Covered

If we are unable to repair the vehicle under Section A (Roadside), we will recover the vehicle and passengers, along with any caravan or trailer attached to it, from the breakdown location to a single destination chosen by the driver 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 key;
- 3. A second recovery owing to the intended original destination being closed or inaccessible.

# Section D. Onward Travel

Please refer to **your insurance product information document** which sets out whether this **RAC Breakdown Cover** 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 **driver** by making arrangements to allow the continuation of the journey. The **driver** can choose one of the following options, subject to availability:

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

# 1. Hire car

# Covered

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

# 3. Overnight accommodation

### Covered

The **driver** 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 **driver** or one of the **passengers** suddenly or unexpectedly falls ill or is injured and needs medical help before the end of the journey. We will help to:

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

### Not covered

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

# Section E. European Motoring Assistance

Please refer to **your insurance product information document w**hich sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

# Limits of cover

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

# Section E1: Onward travel in the UK

### Covered

If we attend a breakdown under Section A (or C) and cannot fix the vehicle by your planned departure date and you are within 24 hours of your planned departure date we will arrange a hire car for the continuation of your journey for up to 14 consecutive days in total.

### Not covered

Requests following a road traffic collision.

# Section E2: Roadside assistance in Europe Covered

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

- 1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- 2. If we are unable to repair the vehicle at the roadside, we will:
  - a) recover the vehicle and passengers to a local garage for fault diagnosis on the vehicle:
  - b) pay for the initial fault diagnosis to find the next course of action;
  - c) contribute towards the garage labour charges up to £150 when the vehicle can be repaired on the same day;
  - 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 driver to a contact of their choice.

### Not covered

- Repair costs, including garage labour charges: a) If the **breakdown** was due to mis-fuelling or a flat
  - tyre;
  - b) if the vehicle was in a road traffic collision; or
  - c) if the **vehicle** repair costs will be more than its **market value**.
- Recovery of the vehicle is the breakdown was due to keys being locked in the vehicle or any costs if damage is caused to the vehicle whilst attempting to get them out; or
- 2. The costs of any parts.

<u>Please note</u>: By claiming under this section **you** are authorising **us** and the garage to undertake fault diagnosis.

# Section E3: Onward travel in Europe

## Covered

If the **vehicle** has a **break down** 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 **driver** by making arrangements for the **passengers** to continue the **journey**. The **driver** can choose either:

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

#### . . . .

# 1. Alternative transport

# Covered

- 1. A hire car as a replacement until the **vehicle** has been fixed for up to 14 consecutive days; or
- A standard class ticket up to £125 per passenger per day and £1,500 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 passenger per day up to a maximum of £500 for all passengers.

### Not covered

Accommodation where the **driver** 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 **driver** 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 **driver** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

# Getting your passengers home

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

1. The vehicle is brought back home under Section E4; or

2. Once we establish that the repair costs to the vehicle exceed its market value under Section E4.

# Section E4: Getting your vehicle home Covered

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

- 1. Recovery of the **vehicle** to a single destination of the **drivers** choice within the **UK**; and
- 2. 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 £30 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;
- Reimbursement for a hire car in the UK once we have brought the passengers home under Section E3 until the vehicle is brought back to the UK, up to two consecutive days in total;

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

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

# Not covered

- 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
  - d) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
- 2. We will not take the vehicle back home if:
  - a) the **vehicle** is roadworthy; or
- a customs officer or other official finds any contents in the vehicle that are not legal in that country;
- Any import duties not relating to the vehicle, for example relating to items carried in the vehicle:
- We will not cover the costs of fuel, insurance or meals; or

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 E5: Vehicle break-in emergency repairs

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

# Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown we** will **reimburse you**, 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 RAC Breakdown Cover.

## Section E6: Replacement driver

#### Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill or is injured 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 **driver** 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 RAC Breakdown Cover.

### **General conditions for Section E**

- We will not cover any claim for any repairs to a vehicle which are not essential in order to continue the journey;
- Any claim which the driver could make under any other insurance policy. If the value of the claim 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 RAC Breakdown Cover;
- You must make sure the vehicle meets all relevant laws of the countries visited during a journey;
- 4. How the exchange rate is calculated:
  - Any costs incurred directly by us in a currency other than GBP will be converted to GBP at the exchange rate used 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
    - at the exchange rate used by us when your claim form is received if you paid in cash;

- 5. When a hire car, taxi, hotel or similar benefit is arranged under this RAC Breakdown Cover, we will always try to find a suitable option that is available at the time, however:
  - a) we are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b) for hire cars, whilst 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;
- 6. If, following a breakdown, the vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in our reasonable opinion that would lead to additional costs being incurred, we reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your vehicle home);
- If the breakdown or road traffic collision is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the vehicle's motor insurer;
- 8. This RAC Breakdown Cover does not cover:
  - a) vehicle storage charges, other than under Section E4;
  - claims if you are not carrying a serviceable spare tyre, the tyre repair equipment provided by the manufacturer or a locking wheel nut key;
  - c) the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
  - d) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
  - breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

## **General conditions**

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

- 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 your RAC Breakdown Cover will not cover this.
- 4. 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 driver 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.
- 8. Where we recover passengers under the age of 16, they must be accompanied by an adult.
- 9. We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the vehicle at the driver'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, where required.

- 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 **RAC Breakdown Cover**. 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 or any other event, 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 RAC Breakdown Cover:
  - a) ferry charges for the **vehicle** and **our** vehicle;
  - b) spare tyres and wheels and repairing or sourcing them; or
  - c) recovery by someone other than us even if this is requested by the emergency services. 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 driver under this RAC Breakdown Cover. 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 driver, and act reasonably at all times.
- 17. This RAC Breakdown Cover does not cover:
  - a) routine servicing, maintenance or assembly of the vehicle;
  - b) caravan or trailers, except as described under Section A;
  - c) use of the vehicle for public or private hire, the carriage of goods for hire and reward, demonstration purposes or 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;
  - e) **breakdowns** that occur off the public highway to which the **driver** or **we** have no legal access;
  - f) the vehicle if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - g) vehicles that are not in a roadworthy condition. If we consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the vehicle is roadworthy we will provide service;
  - h) any claim that is or may be affected by the influence of alcohol or drugs;
  - i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
  - j) any claim under this RAC Breakdown Cover where the breakdown was first reported to us under a different policy.
- 18. If the driver 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:

### **Driver-induced faults**

If the **vehicle** cannot be driven for any reason other than a **breakdown**, for example if the **vehicle** has broken or cracked glass, the **vehicle** keys are broken or lost or there has been a driver-induced fault, we will send help to the **vehicle**. If we cannot get the **vehicle** going again, we will recover the **vehicle**, the **driver** and **passengers** up to 10 miles. Any **specialist equipment** required by us to repair or arrange recovery of the **vehicle** will be chargeable. This service is discretionary and we will decide whether or not to provide this service.

### Caravan and trailers

If a caravan or trailer breaks down within the UK, 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 RAC Breakdown Cover 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.

#### 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 **driver** needs to get in touch with friends and family urgently, **we** will get a message to them.

### **Replacement driver**

If the **driver** 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 RAC Breakdown Cover 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. If you took out the RAC Breakdown Cover, you will be responsible for any additional charges so if we help someone under your RAC Breakdown Cover and they cannot pay, we will invoice you. This is why we request proof of identity at the breakdown.

# Cancellation of your RAC Breakdown Cover

#### Your right to cancel

You can cancel your RAC Breakdown Cover within the cooling off period, being 14 days from the later of:

- 1. the start date; or
- 2. the date you receive your RAC Breakdown Cover documents.

If you do this, we will cancel the RAC Breakdown Cover with immediate effect from the day you request it and we will refund your premium in full unless a claim has been made within this cooling off period. If you downgrade your RAC Breakdown Cover after this cooling off period we will not refund premium to you;

After this cooling off period **you** can still cancel **your RAC Breakdown Cover**. Cancellations must be made by contacting **iGO4**. **Your RAC Breakdown Cover** will automatically cancel if **your** associated motor insurance policy is cancelled.

#### Our right to cancel

- If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on the email you received from iG04, iG04 will notify you. All payments must be paid within 28 days of the relevant date, if not your RAC Breakdown Cover may be cancelled; and
- We may cancel the RAC Breakdown Cover in the event of misuse of this RAC Breakdown Cover and there will be no refund any premium;

### Misuse of RAC Breakdown Cover

Each driver must not:

- Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade us into a dishonest or illegal act;
- Omit to tell us important facts about a breakdown in order to obtain a service;
- 4. Provide false information in order to obtain a service;
- Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
- Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

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

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

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

#### Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew **your** existing associated motor insurance policy.

### Changes to your details

You must let iGO4 know immediately if you need to change anything on your RAC Breakdown Cover.

**iG04** can be contacted by phone, post, or email. Please see Contact Information.

If you change the vehicle you must contact iGO4 to update your details. If you do not, you may not be covered.

We will not change your RAC Breakdown Cover into someone else's name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and others on your RAC Breakdown Cover will no longer be covered by us. All communications from **iG04** or **us** shall be deemed duly received if sent to **your** last known email address.

## **Complaints**

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

	Phone	In writing
Breakdown	0330 159 0337	Breakdown Customer Care
related		RAC Motoring Services
Complaints		Great Park Road
		Bradley Stoke
		Bristol
		BS32 4QN
		Breakdowncustomercare@rac.co.uk
Sales and	01733 308235	iGO4
administration		IGO4 House,
Complaints		Staniland Way,
		Peterborough,
		Cambridgeshire
		PE4 6JT
		contact@igo4.com

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.

# Financial Ombudsman Service

In the event that	Phone	In writing	
we cannot	0800 023 4567	The Financial Ombudsman Service	
resolve <b>your</b>	or	Exchange Tower,	
complaint to	0300 123 9123	Harbour Exchange,	
your satisfaction		London	
under the		E14 9SR	
complaints			
process set out		<u>complaint.info@financial-</u>	
above, <b>you</b> may		ombudsman.org.uk	
in certain			
circumstances		www.financial-ombudsman.org.uk	
be entitled to			
refer <b>your</b>			
complaint to the			
Financial			
Ombudsman			
Service at the			
following			
address:			
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 GL17 1DY

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

### Law

The parties are free to choose the law applicable to this RAC Breakdown Cover. 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 RAC Breakdown Cover and the insurance product information document and other information relating to this contract will be in English.

# Your data

### Data protection statement

This section provides a summary of how we use your information. For full details about our use of your data, please visit

rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy.

You can contact our Data Protection Officer by emailing <u>dpo@rac.co.uk</u> or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### What data will we use?

There are three types of information about you which we will use to provide your RAC Breakdown Cover:

- Personal data: Information which potentially identifies you. This includes your name, address, email address, telephone number and date of birth.
- 2. Non-personal data: information about you that is not personal such as information about the vehicle.
- Special category data: In very limited circumstances, we will collect special category data such as information relating to your health. We will only ask for this information when necessary and in accordance with data protection laws.

### How we collect your data

We obtain your data from you when you contact us directly. We also obtain your data from iGO4 when you purchase this RAC Breakdown Cover and/or if you report a new claim to iGO4 in relation to this RAC Breakdown Cover.

### How we use your data

We will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. We also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons.

We may disclosure **your** personal data to third parties involved in providing products and services or to service providers who perform services on **our** behalf.

### Your rights

You have a number of rights relating to your personal data. For information about your rights you can visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy, contact our Data Protection Officer or contact our Customer Service Team by:

- 1. Telephone: 0330 159 0337
- 2. Email: membershipcustomercare@rac.co.uk
- 3. Post: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

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