

RAC Breakdown Cover  
Policy Booklet  
Light Commercial Vehicle  
Simply Business

Terms and conditions

Please read and keep for your records

**RAC**

## Contact information

	Telephone	Online/In Writing
Breakdown	0330 159 8534	<a href="http://www.rac.co.uk/reportbreakdown">www.rac.co.uk/reportbreakdown</a>
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	+33 472 43 52 55 0800 290 112 1 800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests From the UK From Europe	0330 159 0337 +44 161 332 1040	<a href="mailto:europeanclaims@rac.co.uk">europeanclaims@rac.co.uk</a> <a href="http://www.rac.co.uk/europeanclaimform">www.rac.co.uk/europeanclaimform</a>
Customer Services	0333 014 6683	Simply Business Sol House 29 St Katherine's Street NN1 2QZ  <a href="mailto:contact@simplybusiness.co.uk">contact@simplybusiness.co.uk</a>
Hearing assistance	Telephone prefix 18001 to access TYPETALK or text us 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.

## 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 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) 7.0 metres 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 as shown on your policy schedule 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 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, in respect of an individual, the address you reside at in the UK and, in respect of a business the registered/trading address in the UK, as shown on your policy schedule;

“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 one of the equivalent age, make, recorded mileage and model;

“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 trip. 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 policy schedule;

“policy schedule” means the document entitled “policy schedule” containing important details about this RAC Breakdown Cover and levels of cover;

“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;
4. For Additional services means RAC Motoring Services; and
5. 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 policy schedule;

“reimburse”/“reimbursement” means reimbursement by us under the reimbursement process;

“road traffic collision” means a traffic collision that immobilises the vehicle;

“Simply Business” means Simply Business a trading name of Xbridge Limited Sol House, 29 St Katherine's Street Northampton NN1 2QZ NN1 2QZ who arrange and administer this RAC Breakdown Cover;

“specialist equipment” means resource or equipment that is not normally required by us to complete a repair or recovery, 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 policy schedule;

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

“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 van as shown on your policy schedule, which is owned, contract hired or leased by you and that complies with the following specifications that it is less than (a) 3.5 tonnes GVM; and (b) 2.55 metres wide;

“you”/“your” means the person, as shown on your 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/trading 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 policy schedule. 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:

1. A Breakdown Policy – one or more contracts - depending on the type of cover:
  - a) RAC Motoring Services provides cover under 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.

2. A policy schedule- detailing the type of cover you have, the level of cover chosen, and the cost of cover. The policy schedule will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by Simply Business following purchase.

### Policy type

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

### Policy year

The RAC Breakdown Cover will start on the start date and end after the end date as shown on your policy schedule.

### 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; and
  - c) in order to make a claim under Section C (Recovery) or Section D (Onward Travel) we must have first attended under Section A (Roadside) or B (At Home).
2. The number of claims that can be made per policy year whether under a particular section, or as a whole, one claim means one request for service or benefit for cover under any section of this 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 [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If you have any queries please contact Breakdown Customer care on 0330 159 0337. Please send your completed claim form with proof of payment (such as a receipt) to Customer Services. We may ask you to supply original documents. Please note: any costs that are not arranged through us or agreed by us will not be reimbursed.

### Hire vehicle terms

Certain sections of this RAC Breakdown Cover include the supply of a hire vehicle. Where a hire vehicle is available as a covered benefit, the following terms apply:

#### Covered

1. In the UK, we will arrange and pay for a hire vehicle for up to 2 consecutive days consecutive days or until the vehicle has been fixed, if sooner. We try to find a hire van close in size to the vehicle, but cannot guarantee this and we may offer more than one hire vehicle;
2. In Europe, we will arrange and pay for a hire car for up to 14 consecutive days or until the vehicle has been fixed, if sooner. We try to find a hire car close in size to the vehicle, but cannot guarantee this and we may offer more than one hire vehicle;
3. If you are not eligible for a hire vehicle arranged by us for any reason, such as you do not meet the hire vehicle provider's terms (e.g. you have points on your licence), and you choose to hire a vehicle yourself, let us know before you hire a vehicle, and then provided we have agreed the cost, we will reimburse you up to £35 per day;
4. Where we arrange a hire vehicle we will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay the excess).

#### Not covered

1. We will not provide any specific van or car type, model or accessories, including tow bars.
2. Any cost of:
  - a) delivery and collection of the van or car hire and any fuel used; or
  - b) fuel while using the vehicle 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
2. If we are unable to repair the vehicle at the roadside, we will recover the vehicle and your passengers, along with any caravan or trailer attached to it, to a destination chosen by the driver up to a maximum of 10 miles from the breakdown;
3. 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;
3. Any breakdown resulting from a fault that we have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) our advice after a temporary repair has not been followed;
4. Recovery for caravans or trailers if the caravan or trailer breaks down.

#### Section B. At Home

Please refer to your policy schedule 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 policy schedule 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 your 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.

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

#### Not covered

1. Please see the "Not covered" part of Section A (Roadside), which also applies here;
2. Any claims due to:
  - a) 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; or
  - b) any key related claim; or
3. A second recovery owing to the intended original destination being closed or inaccessible.

### Section D. Onward Travel

Please refer to your policy schedule 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 based on the circumstances, subject to availability:

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

#### 1. Hire vehicle

##### Covered

Please see Hire vehicle terms.

Hire vehicles 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 passenger or £500 for all passengers, 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 passenger or £500 for all passengers, 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:

1. 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 passenger or £500 for all passengers; 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 or is injured 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 policy schedule which 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 trip and is subject to the further limits of cover in respect of each type of cover. Each trip 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 trip for up to 14 consecutive days or until the vehicle had been fixed if sooner and one person will be transported to the nearest hire car supplier to collect the vehicle.

#### Not covered

Requests following a road traffic collision.

### Section E2: Roadside assistance in Europe

#### Covered

If the vehicle breaks down or is involved in a road traffic collision in Europe during a trip, 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 £175 when the vehicle can be repaired on the same day;
  - d) help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
  - e) we will also relay any urgent messages from the driver to a contact of their choice.

#### Not covered

1. Repair costs, including garage labour charges:

- a) If the breakdown was due to mis-fuelling or a flat tyre. You are also not covered for any benefits under any other section of this RAC Breakdown Cover;
- b) if the vehicle was in a road traffic collision; or
- c) if the vehicle repair costs will be more than its market value;
2. Any liability if damage is caused to the vehicle whilst attempting to get keys, which have been locked in the vehicle, out. You are also not covered for any benefits under any other section of this RAC Breakdown Cover; or
3. The costs of any parts.

**Please note:** 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 broken-down or is involved in a road traffic accident during a trip 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 trip. The driver can choose either:

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

#### 1. Alternative transport

##### Covered

1. A hire vehicle as a replacement until the vehicle has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £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 person 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 vehicle, it must be returned to the place agreed with us within 24 hours. The driver can keep the hire vehicle 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 a 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
3. If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
5. Reimbursement for a hire vehicle in the UK once we have brought 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
  - b) a customs officer or other official finds any contents in the vehicle that are not legal in that country;
3. Any import duties not relating to the vehicle, for example relating to items carried in the vehicle;
4. We will not cover the costs of fuel, insurance or meals;
5. We will only cover costs under this section up to the market value, so if you want us to bring the vehicle home and the costs of bringing the vehicle home exceed this amount you will need to pay any costs above this amount before we make arrangements.

### Important

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

## Section 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 trip; or
2. 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 trip in Europe, meaning they are unable to drive, we will provide a replacement driver to allow the trip 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

1. 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

1. We will not cover any claim for any repairs to a vehicle which are not essential in order to continue the trip;
2. 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;
3. You must make sure the vehicle meets all relevant laws of the countries visited during a trip;
4. How the exchange rate is calculated:
  - a) Any costs incurred directly by us in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
  - b) Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
    - i. at the exchange rate used by your credit or debit provider; or
    - ii. at the exchange rate used by us when your claim form is received if you paid in cash;
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);
7. If the breakdown or road traffic accident 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;
  - b) the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
  - c) overloading of a vehicle under the laws in any country in which the vehicle is travelling; or
  - d) 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.
2. 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.
5. 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.
7. We will not be responsible for any loss of or damage to the contents of the vehicle.
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;
  - c) use of the vehicle for public or private hire, carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
  - d) breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - e) breakdowns that occur or recovery of the vehicle to a destination that is, 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;
  - j) vehicle storage charges. If the vehicle is being stored, you will be contacted at your last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the vehicle has not been collected and fees not paid, the vehicle may be disposed of and any outstanding fees will be deducted. You will be notified, in accordance with legislation, prior to this happening; or
  - k) 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 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;

At any time after the 14 day cooling off period referred to above, you may cancel RAC Breakdown Cover. Cancellations must be made by contacting Simply Business. RAC Breakdown Cover will be cancelled with immediate effect. You will receive a pro-rata refund of premium if no claims have been made. If any claims have been made then no refund of premium will be given.

Your RAC Breakdown Cover will automatically cancel if your associated motor insurance policy is cancelled.

### Our right to cancel

1. If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your policy schedule, Simply Business 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
2. 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:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade us into a dishonest or illegal act;
3. 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;
5. Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
6. 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 Simply Business know immediately if you need to change anything on your RAC Breakdown Cover, including the start date.

Simply Business can be contacted by phone, post, or email. Please see Contact Information.

If you change the vehicle you must contact Simply Business 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 Simply Business or us shall be deemed duly received if sent to your last known 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 related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0333 014 6683	Simply Business Sol House 29 St Katherine's Street NN1 2QZ  contact@simplybusiness.co.uk

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

### Financial Ombudsman Service

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

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

Using this complaints procedure will not affect your legal rights.

### Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
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 policy schedule 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](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy).

You can contact our Data Protection Officer by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) 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:

1. Personal data: Information which potentially identifies you. This includes your name, address, email address, telephone number and date of birth.
1. Non-personal data: information about you that is not personal such as information about the vehicle.
2. 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 Simply Business when you purchase this RAC Breakdown Cover and/or if you report a new claim to Simply Business 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 disclose 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](http://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](mailto:membershipcustomercare@rac.co.uk)
3. Post: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

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