



Rescue Policy Wording

FJ/PW/FJR/01/09/2018/V3003

In partnership with



 **Footman
James**

Part of the Towergate Group

This Policy is arranged by **Footman James**. You can write to **Footman James** at the following address:

Footman James, Castlegate House, Castlegate Way, Dudley,
West Midlands DY1 4TA

Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. You can check this by viewing the FCA website at www.fca.org.uk/register.

This Breakdown cover is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Any reference to '**We**', '**Us**' and '**Our**' are to the insurer named on the **Motor Insurance Additional Cover Schedule**.

This is **your** FJ Rescue Policy Document. Read this booklet, the **Motor Insurance Additional Cover Schedule** and **Certificate of Motor Insurance** carefully and keep them in a safe place. If **you** have any questions about any of **your** additional cover insurance documents, contact **your** insurance broker **Footman James**.

How to make a claim

	Telephone	In Writing
Breakdown in UK	0333 207 6310	
Breakdown in Europe		
• Calling from Europe	00 33 472 43 52 55	
• Calling from a French Landline (Freephone)	0800 290 112	
• Calling from the Republic of Ireland	1 800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 1590 342	
Claim Form Requests		
• From the UK	0330 159 0337	europeanclaims@rac.co.uk
• From Europe	0044 161 332 1040	www.rac.co.uk/europeanclaimform
Customer Services	0333 207 6000	Footman James, Castlegate House, Castlegate Way, Dudley, DY1 4TA enquiries@footmanjames.co.uk
Hearing Assistance	Telephone prefix 18001 to access Ttypetalk 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. It may not always be possible for **us** to return a call to a mobile phone.

If your vehicle breaks down, please provide us with

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

You must contact **us** within 24 hours of becoming aware of the **breakdown** otherwise cover may be refused.

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 your vehicle 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 **your 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**.

Cover Available	Roadside & Recovery	Roadside, Recovery & Onward Travel	Roadside, Recovery, Onward Travel & At Home	Roadside, Recovery, Onward Travel & European	Roadside, Recovery, Onward Travel, At Home & European
Roadside Repair	✓	✓	✓	✓	✓
Roadside assistance beyond ¼ mile from home	✓	✓	✓	✓	✓
Roadside assistance within ¼ mile from home	✗	✗	✓	✗	✓
UK Recovery	✓	✓	✓	✓	✓
48-hour Car Hire	✗	✓	✓	✓	✓
Alternative Transport	✗	✓	✓	✓	✓
Overnight Accommodation	✗	✓	✓	✓	✓
Drain, flush and clean of fuel tank (excluding Motorcycles)	✓	✓	✓	✓	✓
European cover	✗	✗	✗	✓	✓

Cover Limits

Service	What is Covered	Total amount payable per claim
UK Car Hire	Up to 2 days	
UK Alternative Transport	£150 per person	Up to £500 per party
UK Overnight Accommodation	£150 per person	Up to £500 per party
UK Assistance in a Medical Emergency	£150 per person	Up to £500 per party
EU Cover	3 call outs per annum	Up to £2500
EU Cover – Onward travel in the UK	£125 per day up to 14 days	Up to £1500
EU Cover – Roadside Assistance – contribution towards garage labour charges	£150	£150
EU Cover – Alternative Transport – Hire Car	£125 per day up to 14 days	Up to £1500
EU Cover – Alternative Transport – air/rail/taxi/public transport	£125 per person	Up to £1500
EU Cover – Accommodation Expenses	£80 per person per day	Up to £500 per party
EU Cover – Reimbursement for Hire Car in UK	£125 per day	Up to £1500
EU Cover – Vehicle break in emergency repairs	£175	£175

Contents

How to Make a Claim	3	Section F. European Motoring Assistance	19
Cover Available	5	General Conditions	25
Cover Limits	6	Additional Benefits	27
Definition of words	8	Cancellation of your RAC Breakdown Cover	27
Important information about your RAC Breakdown Cover	12	Misuse of RAC Breakdown Cover	28
Limits of Cover	13	Changes to your details	28
Section A. Roadside	15	Complaints	29
Section B. Recovery	16	Financial Services Compensation Scheme	30
Section C. Onward Travel	16	Law	30
Section D. At Home	18	Use of Personal Data - Footman James	31
Section E. Misfuel	18	Your Data - RAC	32

Definition of words

Any words in **bold** appearing throughout this FJ Rescue Policy Wording have a specific meaning which **we** explain below.

Beyond economical repair

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 been involved in a **road traffic collision** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred.

Breakdown/Break Down/Broken Down

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

Call-out/Claim

Each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**.

Caravan/Trailer

Any caravan, trailer or sidecar that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

Certificate of Motor Insurance

A document which is legal evidence of **your** insurance cover.

Driver/Their/They

You or any driver/rider of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving/riding the **vehicle** and is permanently resident in the **UK**.

Driver Induced Fault

Any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure.

End Date

The date that this **RAC Breakdown Cover** expires as shown on **your Motor Insurance Additional Cover Schedule**.

Europe

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Vatican City and any offshore islands of the above, except overseas territories outside of Europe.

Footman James

Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Footman James arrange and administer this **RAC Breakdown Cover**.

Home

The address in the **UK** where **you** live permanently or where **you** keep **your vehicle**, as shown on **your Motor Insurance Additional Cover Schedule**.

Journey

A trip to **Europe** which begins and ends on return from **home** during the **policy period**.

Market Value

The market value or the agreed value of **your vehicle** immediately before the **breakdown**, up to the value shown in the Schedule of Insurance.

Market Value is determined by **us** in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), based upon a vehicle of the equivalent age, make, model and recorded mileage.

Modified Vehicle

Any **vehicle** that has been modified from the manufacturer's specifications.

Motor Insurance Additional Cover Schedule

The document entitled **Motor Insurance Additional Cover Schedule** containing important details about this **RAC Breakdown Cover** and levels of cover.

Passengers

The **driver** and up to the number of passengers/pillions allowed as shown in the Vehicle Registration Document travelling in the **vehicle**.

Planned Departure Date

The date when **you** intend to begin **your journey**. **We** may ask for proof of this.

Policy Period

The length of time for which **your RAC Breakdown Cover** is in force as shown on **your Motor Insurance Additional Cover Schedule**.

Policy Year

The **policy period**, from the **start date**.

RAC/We/Us/Our

For Sections A, B and D means RAC Motoring Services;

For Sections C, E and F means 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

This RAC Breakdown policy that is subject to the terms and conditions together with the **Motor Insurance Additional Cover Schedule**.

Reimburse/Reimbursement

The process of how to **claim** for services that have been paid for up front. Please see Reimbursement process below.

Road Traffic Collision

For the purpose of Section F only, a traffic collision in **Europe** that immobilises the **vehicle**; and

For all other sections, means a traffic collision involving a **vehicle** within the **UK**.

Specialist Equipment

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

Start Date

The date that this **RAC Breakdown Cover** begins, or renews, as shown on **your Motor Insurance Additional Cover Schedule**.

UK

England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man, if **you** are a resident there.

Vehicle

The **UK** registered vehicle as shown on **your Certificate of Motor Insurance** 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 F 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;



- it is a motorcycle, scooter or moped that is a mechanically propelled vehicle, not being an mobility scooter, with less than four wheels and the weight of which unladen does not exceed 410 kilograms.

You/Your

The person taking out the **RAC Breakdown Cover** as named on the **Certificate of Motor Insurance**.

Important information about your RAC Breakdown Cover

This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown of vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown of vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown of vehicles** are met.

Some sections of cover are optional. The ones **you** have chosen are listed on **your Motor Insurance Additional Cover 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 of insurance between **you** and the insurers - depending on the type of cover:
 - a. RAC Motoring Services provides insurance for Sections A, B and D; and
 - b. RAC Insurance Limited provides insurance for all other Sections.

A premium is payable for contracts of insurance which will be made clear to **you** in advance of purchase.

2. A **Motor Insurance Additional Cover Schedule** - detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **Motor Insurance Additional Cover Schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Footman James** following purchase.

Policy Type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your Certificate of Motor Insurance**. The **vehicle** is covered whoever is driving.

Policy Period

The **RAC Breakdown Cover** will commence on the **start date** and expire on the **end date** as shown on **your Motor Insurance Additional Cover 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 F 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 B (Recovery) **we** must have first attended under Section A (Roadside) or Section E (Misfuel); and
 - d. in order to make a **claim** under Section C (Onward Travel), **we** must have first attended under Section A (Roadside) or D (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:
 - a. for certain types of **claims** 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. 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 Care. **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:

What is Covered

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

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

What is Not Covered

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

Included Benefits

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

- Urgent Message Relay; and
- Replacement Driver.

Additional Services

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

Your Cover



Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

What is Covered

If the **vehicle breaks down** within the **UK** more than a 1/4 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 **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.

Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than 1/4 mile from **your home**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair. **We** will not provide any other cover under this **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.

What is Not Covered

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



Section B. Recovery

RAC Breakdown Cover includes cover for Recovery.

What is Covered

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

1. A local garage; or
2. 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.

What is Not Covered

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



Section C. Onward Travel

Please refer to **your Motor Insurance Additional Cover Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If **we** attend a **breakdown** under Sections A (Roadside) or D (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.

Section C. Onward Travel continued

1. Hire Car

What is Covered

Please see Hire Car terms.

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

2. Alternative Transport

What is 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

What is 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

What is Covered

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

1. book one night's bed and breakfast accommodation for the **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.

What is 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 D. At Home

Please refer to **your Motor Insurance Additional Cover Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

What is Covered

We will provide the same cover as the "What is Covered" part of Section A (Roadside) if **your vehicle breaks down** at, or within a 1/4 of a mile of, **your home**.

What is Not Covered

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



Section E. Misfuel

Please refer to **your Motor Insurance Additional Cover Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Misfuel.

What is Covered

If **you** have, by mistake, put the wrong fuel in **your vehicle** we will send help to:

1. Drain, flush and clean out the fuel system;
2. Clean the injector system;
3. Add up to 10 litres of correct fuel to get **you** on **your** way; and
4. Dispose of the contaminated fuel.

What is Not Covered

1. Motorcycles
2. Damage due to wear and tear;
3. Damage caused by an existing fault or defect; or
4. Any damage not caused by **you** mis-fuelling.



Section F. European Motoring Assistance

Please refer to **your Motor Insurance Additional Cover Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section F (European Motoring Assistance) is subject to an aggregate overall limit of £2,500 per **call out** and 3 **call-outs** per annum and is subject to the further limits of cover in respect of each type of cover.

Section F1: Onward travel in the UK

What is Covered

If **we** attend a **breakdown** under Section A (Roadside) (or D (At Home)) 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** up to £125 per day for up to 14 days and up to a maximum of £1,500 in total.

What is Not Covered

Requests following a **road traffic collision**.

Section F2: Roadside assistance in Europe

What is 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;
 - b) **we** will also relay any urgent messages from the **driver** to a contact of **their** choice.

What is Not Covered

1. Repair costs, including garage labour charges if the **vehicle** repair costs will be more than its **market value**;
2. The costs of any parts.

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

3. If **your vehicle** has been recovered following a **breakdown**, **we** will;
- a) pay for the initial fault diagnosis to find the next course of action;
 - b) contribute towards the garage labour charges up to £150 when the **vehicle** can be repaired on the same day;
 - c) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered.

Mis-fuelling

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

Key

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

Tyres

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

Section F3: Onward travel in Europe

What is Covered

If the **vehicle** has a **breakdown** or is involved in a **road traffic collision** during a **journey** in **Europe** and **we** establish that the repairs cannot be completed within 12 hours, **we** will help the **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 up to £125 per day for up to 14 consecutive days and up to a maximum of £1,500 in total; or
2. A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

What is Covered

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation up to £80 per person per day up to a maximum of £500 for all **passengers**.

What is 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:

The **vehicle** is brought back **home** under Section F4; or

Once **we** establish that the repair costs to the **vehicle** exceed its **market value** under Section F4.

Section F4: Getting your vehicle home

What is Covered

If **we** attend a **breakdown** or **your vehicle** is involved in a **road traffic collision** in **Europe** under Section F2 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

What is 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. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **we** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once **we** have brought **passengers home** under Section F3 until the **vehicle** is brought back to the **UK**, up to £125 per day up to £1500 in total;

We will take the **passengers** in the **vehicle home** under Section F3 (Onward Travel in Europe).

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

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 **your 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; 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** exceeds this amount **you** will need to pay any costs above this amount before **we** make arrangements.

Important

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

Section F5: Vehicle break-in emergency repairs

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

What is 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

What is Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this **RAC Breakdown Cover**.

2. the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

Section F6: Replacement Driver

What is Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill during the **journey** in **Europe**, meaning **they** are unable to drive, **we** will provide a replacement driver to allow the **journey** to continue or return **home**.

For motorcycles, **we** may not be able to provide a replacement rider, but **we** will provide a suitable means of transport and a **driver** if required.

You will need to provide a written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

What is 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 F

1. **We** will not cover any **call-out** for any repairs to a **vehicle** which are not essential in order to continue the **journey**;
2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;
4. How the exchange rate is calculated:
 - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used 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. **We** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.

6. When a hire car, taxi, hotel or similar benefit is arranged under this **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;
7. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under Section F3 (Onward travel in Europe) or Section F4 (Getting your vehicle home);
8. If the **breakdown** or the **road traffic collision** is caused by flooding brought about by adverse weather, **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;
9. In handling **breakdown call-outs** there may be more than one option available to **you** under this **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 **you**, and act reasonably at all times;
10. This **RAC Breakdown Cover** does not cover:
 - a. **vehicle** storage charges, other than under Section F4;
 - b. **call-outs** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
 - c. the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - d. overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
 - e. **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

The following conditions apply to all sections of this **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 **your 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. **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.
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, **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. **specialist equipment**;
 - b. tolls, ferries or congestion charges for the **vehicle** and **our** vehicle;
 - c. any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
 - d. spare tyres and wheels and repairing or sourcing them; or
 - e. recovery by someone other than **RAC** even if this is requested by the emergency services.
 - f. **we** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **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 **your vehicle** whilst carrying trade plates
 - d. **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - e. **breakdowns** that occur off the public highway to which the **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:

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 B (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

If this **RAC Breakdown Cover** does not meet **your** needs, **you** can cancel it within 14 days of receiving **your** documents or within 14 days of the **start date**, whichever is later. If **you** have not made a **claim** and **you** confirm that **you** do not know about any incident which may give rise to a **claim**, **you** will receive a full return of the premium paid for this **RAC Breakdown Cover**. This **RAC Breakdown Cover** can only be cancelled after 14 days if **you** are also cancelling **your** main motor insurance policy. The refund due will be calculated in accordance with the cancellation terms set out in the **General Conditions** of the motor insurance policy.

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.

Changes to your details

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

Footman James can be contacted by phone, post, or email. Please see Page 3 or refer to **your** insurance documents.

If **you** change **your vehicle** **you** must call **Footman James** 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 **Footman James** 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 Financial Services Limited Great Park Road, Bradley Stoke Bristol, BS32 4QN breakdowncustomer@rac.co.uk
Sales and Administration Complaints	0333 207 6000	Director Footman James Castlegate House, Castlegate Way Dudley, DY1 4TA enquiries@footmanjames.co.uk
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:	0800 023 4567 or 0330 123 9123	The Financial Ombudsman Service Exchange Tower London, E14 9SR www.financial-ombudsman.org.uk complaints.info@financial-ombudsman.org.uk

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

Using this complaints procedure will not affect your legal rights.

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 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
10th Floor,
Beaufort House,
15 St Botolph Street,
London, EC3A 7QU

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 **Motor Insurance Additional Cover Schedule**) and other information relating to this contract will be in English.

Use of Personal Data - Footman James

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Towergate as the Data Controller

Footman James, a trading name of Towergate Underwriting Group Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services from The Ardonagh Group.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <http://www.towergate.com/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost. You can also contact us for general data protection queries via email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS.

Your Data - RAC

Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data **you** and/or **Footman James** supplies to **us** is RAC Motoring Services (RACMS). This enables **Footman James** to provide **you** with a quotation, for **you** and **us** to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit, and for administering the **RAC Breakdown Cover**.

RACMS obtains **your** personal data from **Footman James** when **Footman James** provides RACMS with **your** personal data for the purposes set out below. RACMS also obtains **your** personal data when **you** contact **us** directly in relation to **your RAC Breakdown Cover**. Please be aware that **we** may record telephone calls for staff training and evidential purposes.

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

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

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

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

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your RAC Breakdown Cover**; and
- contact **you** to provide **you** with the services that form part of **your RAC Breakdown Cover**

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

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

Please note that, if **you** do not provide **your** personal data, **we** will be unable to provide **you** with the **RAC Breakdown Cover** **you** are requesting, as well as services related to administering **your RAC Breakdown Cover**.

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

RACGC retains **your** personal data for so long as is necessary for **us** to process **your** personal data for the purposes and legitimate interests set out above. RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia.

RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

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

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

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

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

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

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

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



Part of the Towergate Group

Footman James
Castlegate House,
Castlegate Way,
Dudley,
West Midlands DY1 4TA.
Tel. 0333 207 6114
footmanjames.co.uk



Footman James is a trading name of Towergate Underwriting Group Limited. Registered in England No. 4043759. Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored or recorded.