



Please read this insurance policy document carefully to make sure it meets your needs.

Keep this insurance policy document in a safe place.

FJ/PW/MTFJR/03/09/2024/V7509

In partnership with





Your Policy

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

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX

Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers 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**.

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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	1800 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 Queries	Contact your Account Handler or 01384 218038	Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX commercial@footmanjames.co.uk
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. 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 & 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	×	×	V	✓

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	

Definition of words

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

Agreed Value

Agreed Value (Your Schedule will confirm if this cover is in force) is determined by the value shown on the Schedule of Insurance, the amount shown is the maximum value regardless of the market value at the time of the breakdown.

Beyond economical repair

Where the total cost required to repair the vehicle, including any taxes, is greater than the market value/agreed 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/Breaks 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.

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.

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.

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

Europe

The mainland countries of 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 in the Mediterranean sea.

Footman James

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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.

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

Market Value

Market value is determined by the value shown on the Schedule of Insurance or the value of your vehicle in line with current market trends whichever is greater, immediately before the breakdown.

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.

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.

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.

HK

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 that has an individual **Certificate of Motor Insurance** showing its registration number, which attaches to **your** main insurance policy 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 a 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**. 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 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

- 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

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:

- Hire Car:
- 2. Alternative transport; or
- 3. Overnight accommodation.

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**.

Section C. Onward Travel continued

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	What is Not 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:	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.
 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.	



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	What is Not 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 .	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	What is Not Covered
If you have, by mistake, put the wrong fuel in your vehicle we will send help to:	 Motorcycles Damage due to wear and tear;
Drain, flush and clean out the fuel system;	3. Damage caused by an existing fault or defect; or
2. Clean the injector system;	4. Any damage not caused by you mis-fuelling.
3. Add up to 10 litres of correct fuel to get you on your way; and	
4. Dispose of the contaminated fuel.	



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	What is Not 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.	Requests following a road traffic collision .

Section F2: Roadside assistance in Europe

Section F2: Roadside assistance in Europe	
What is Covered	What is Not Covered
If the vehicle breaks down or is involved in a road traffic collision in Europe during a journey , we will send help to either:	 Repair costs, including garage labour charges if the vehicle repair costs will be more than its market value/agreed value;
 Repair the vehicle at the roadside. This could be a permanent or temporary repair; or If we are unable to repair the vehicle at the roadside, we will: 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. 	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/agreed 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/agreed 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:

- 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;
- If the cost of repairing the vehicle is greater than its market value/ agreed value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
- Reimbursement for a hire car in the UK once we have brought 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.

What is Not Covered

- 1. Any costs:
 - a. if the vehicle is beyond economical repair;
 - b. covered under **your** motor insurance;
 - relating to storage once you have been notified that the vehicle is ready to collect; and
 - d. relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
- 2. We will not take the vehicle back home if:
 - a. the vehicle is roadworthy; or
 - a customs officer or other official finds any contents in 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/ agreed 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:

- immediate emergency costs incurred in order to continue the journey: or
- 2. the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

What is Not Covered

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

Section F6: Replacement Driver			
What is Covered	What is Not 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 .	 If there is another qualified driver who is a passenger and who is fit and legally able to drive the vehicle. Any benefits under any other section of this RAC Breakdown Cover. 		
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.			

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

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

- 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.
- 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:
 - routine servicing, maintenance or assembly of the vehicle;
 - caravan or trailers, except as described under Section A;
 - breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - breakdowns that occur off the public highway to which the driver or we have no legal access;
 - the **vehicle** if it is not:
 - insured;
 - taxed, or holding a valid MOT in line with current legal regulations;
 - being used in line with the manufacturer's guidelines
 - 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;
 - · vehicles that have been declared SORN (Statutory Off Road Notification);
 - any **claim** that is or may be affected by the influence of alcohol or drugs;
 - any breakdown that is caused by or as a result of vehicle theft or fire; or
 - · 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

Your RAC Breakdown Cover cannot be cancelled independently of the main insurance policy. If you want to cancel this RAC Breakdown Cover, the cancellation terms set out in the general conditions of your Motor Insurance policy document will apply. You will also have to pay any cancellation charges made by Footman James. Please see the Footman James' Important Notice to Clients document for details of those charges.

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 breakdowncustomercare@rac.co.uk
Sales and Administration Complaints	0333 207 6000	Director Footman James Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX 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 Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers 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.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

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 https://www.footmanjames.co.uk/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.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

Your Data - RAC

Data protection statement

This section provides a short summary of how **we** collect and use **your** data. Please refer to **our** website at rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy for full details of how **we** use **your** data.

Alternatively, you can obtain a copy of the Privacy Policy by using the contact details below.

What is your data?

There are three types of data we hold about you:

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

How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when you purchase RAC Breakdown Cover, contact us through social media or make a claim under your RAC Breakdown Cover.

We will always need to collect, store and use information about you to be able to provide you with your RAC Breakdown Cover.

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

How we will use your data

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

Your rights

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

- 1. Call our Customer Service Team: 0330 159 0337; or
- 2. Email us: membershipcustomercare@rac.co.uk; or
- 3. Write to us: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol. BS32 4QN



Footman James Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill DY5 1LX Tel. 0333 207 6114 footmanjames.co.uk



