



Classic Car Insurance

Policy Wording

PLEASE READ AND KEEP FOR YOUR RECORDS



Claims 24-hour helpline

For all motor related claims enquiries

Calling from UK

Calling from abroad

0330 159 0730

+44 1925 422 793

RAC customer services

For general enquiries and complaints

Calling from UK

Calling from abroad

0330 159 0727

+44 1327 810 615

RAC Breakdown

Calling from UK

Calling from Europe*

0330 159 0994

00 33 472 43 52 55

*(Please replace the 00 at the beginning with 810 when in Belarus or Russia)

03 numbers are charged at national call rates and are usually included in inclusive minute plans from landlines and mobiles. Calls may be recorded and/or monitored.

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Section 1: Introduction

We are very grateful for your business and are also delighted that you have chosen the RAC Classic Car policy, underwritten by Aviva Insurance Limited. We continue to provide the very best possible service to our clients and this policy represents one of the most comprehensive available to the classic car market today. However, should you feel that this policy does not reflect the cover you require, or should you feel that we have not provided exceptional service, please make contact with us as soon as possible.

A handwritten signature in black ink that reads "Mark Godfrey". The signature is written in a cursive, flowing style.

Mark Godfrey
Director of Insurance

Section 2: Complaints procedure and compensation arrangements

1. The following procedure applies to sections 3 - 9 of this policy wording:

We are proud of our reputation for a quality service. If you feel that our service at any time falls below the standard you would expect, please contact our Customer Services team.

RAC Classic Car
C/O Hagerty International Ltd
The Arch Barn, Pury Hill Farm, Alderton,
Towcester, Northants, NN12 7TB

Telephone: 0330 159 0727 (for calls within the UK)
Telephone: +44 1327 810 615 (for calls outside the UK)
Email: RACClassic@HagertyInsurance.co.uk

2. The following procedure applies to section 10 (Motor Legal Expenses Cover) only:

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should contact the Managing Director of LawShield.

The contact details are:

The Managing Director, LawShield UK Ltd,
LawShield House, 850 Ibis Court,
Lakeside Drive, Centre Park, Warrington, WA1 1RL.
Tel: 0800 731 3942

Email: customerrelations@lawshield-uk.com

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

3. The following procedure applies to section 11 (RAC Breakdown Cover) only:

If you have a complaint about the service you received from RAC Breakdown, please:

1. Email us at: breakdowncustomercare@rac.co.uk
2. Call our customer care number on:
0330 159 0360; or
3. Write to us at:

Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN

If you are dissatisfied with any other aspect of the service provided, please contact RAC Classic Car under point 1 above.

Financial Ombudsman Service

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. You may contact the

Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR.

Tel: 0300 123 9 123 or 0800 023 4567

Overseas: +44 20 7964 0500

Email: complaint.info@financial-ombudsman.org.uk

Compensation arrangements

RAC, Aviva and Inter Partner Assistance SA are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at www.fscs.org.uk.

Section 3: General terms

Please read your policy very carefully. If anything is not correct, please return it immediately.

Telephone Charges

In the UK

Call charges may apply. Please check with your telephone provider. 03 numbers are charged as national call rates and usually included in inclusive minute plans.

In Europe

Roaming fees may apply when making or receiving calls, please contact your mobile phone provider for more information. It may not always be possible for us to return a call to a mobile phone.

Contract of Insurance

This policy is a contract of insurance between you and us. You enter into a contract with us when you agree to take out the policy on the terms and conditions we have offered and to pay the premium. It is your responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- This policy booklet;
- information contained on your statement of fact;
- schedule;
- any endorsements on your policy, as set out in your schedule;
- certificate of motor insurance;
- any changes to your policy contained in notices issued by us at renewal;
- the information under the heading 'Important Information' which we provide to you when you take out or renew your policy.

In return for paying your premium, we will provide the cover shown in your schedule under the terms and conditions of this policy during the period of insurance. Any changes agreed during the period of insurance will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and endorsements of this policy.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance. For existing customers, you enter into a new contract of insurance with us commencing on the date when you agree to renew the policy and to pay the premium. You will be covered for the period of insurance shown on your renewal schedule.

Definitions

Words shown in bold type in the policy shall have the meaning given to them below or in the relevant cover section, wherever they may appear unless otherwise indicated.

Agreed value

The amount your vehicle is insured for as agreed by you and us and shown in your schedule. The amount includes the value of your vehicle at the inception date of the policy, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by us.

Amendment to cover notice

The most recent notification of cover change we issued to you.

Associated address

Your or an insured person's permanent address in the United Kingdom.

Certificate of motor insurance

Your evidence of motor insurance. A certificate will be issued by us for each vehicle you insure with us and should be read together with this policy wording, the schedule, any amendment to cover notice and any endorsements.

Endorsement

A change to the terms of the policy. These are shown in your schedule.

European Union

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

Excess

The amount for which you are responsible as the first part of each agreed claim as shown in your schedule. If an insured vehicle is not listed in your schedule a £1,000 excess applies.

Insured Person (s)

Any user permitted by you legally entitled to drive in accordance with the certificate of motor insurance.

Insured vehicle

1. Any vehicle.
2. Any vehicle insured under a RAC Classic Car Policy underwritten by Aviva.

LawShield

LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

Market value

The cost to replace a vehicle with one of the same make, model and condition. We decide this amount.

Named insured person

Insured person(s) whose names are stated on the certificate of motor insurance.

Period of insurance

The period for which the policy is in force as shown in your most recent schedule.

Personal belongings

Personal property within your vehicle. This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to your vehicle.

Policy

This policy wording, the schedule, the certificate of motor insurance, any amendment to cover notice and any endorsements.

Statement of fact

The form that captures all the information that you provide to us via your agent and on which we base our terms and conditions.

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Schedule

The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.

Territorial limits

This policy provides cover anywhere within the European Union, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition.

Vehicle

Any vehicle listed in your schedule for which a certificate of motor insurance has been issued bearing the registration number or chassis number of that vehicle which belongs to or is under a hire purchase agreement with you or is leased to you.

United Kingdom

England, Wales, Scotland and Northern Ireland.

We, us, our, ours

Aviva Insurance Limited except where otherwise shown for any policy section.

You, your

The person named as the policyholder in your schedule.

Section 4: General conditions

The following conditions apply to the whole of this policy. Any extra conditions are shown in the sections to which they apply.

Cancelling this policy

1. Your Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive the policy or renewal documentation, whichever is the later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover.

To cancel, please contact your insurance adviser.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to 2. General Conditions – Cancelling this policy, below.

2. General Conditions – Cancelling this policy

Following the expiry of your 14 day statutory cooling off period you continue to have the right to cancel this policy (and/or any additional cover options provided by Aviva) at any time during its term. If you do so, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover. If you cancel your policy we will also charge up to £25.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

To cancel, please contact your insurance adviser.

Our right to cancel

We (or any agent we appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due we will write to you requesting payment by a specific date. If we receive payment by the date set out in the letter we will take no further action. If we do not receive payment by this date we will cancel the policy (and/or any additional cover options provided by Aviva) from the cancellation date shown on the letter.
- Where we reasonably suspect fraud.
- Where any insured person(s) fails to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests. See 'Section 5 – What to do when a loss occurs', in this policy booklet.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the "Contract of Insurance" wording in Section 3 of this policy booklet and the "Information and changes we need to know about" wording in Section 4 of this policy booklet and the separate 'Important Information' notices supplied.

If we cancel the policy (and/or any additional cover options provided by Aviva) under this section you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If we cancel the policy we will also charge up to £25.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

Important note:

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

Duplicate cover

When other insurance applies to a covered loss under this policy, we are entitled to approach the other insurer for contribution and will only pay our share.

If a loss is covered more than once by us, we will pay under the section that provides you with the most cover. We will not make duplicate payments.

False claims

If you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.

Choice of law

The law of England and Wales will apply to this contract unless:

- you and we agree otherwise; or
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact RAC Customer Services on 0330 159 0727.

Use of Language

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

Information and changes we need to know about

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

You must tell us, as soon as possible, if there are any changes to the information you have given us. You must also tell us about the following changes:

- a change to the people insured, or to be insured.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- criminal convictions for any of the people insured, or to be insured.
- a change of vehicle.
- any vehicle modifications.
- any changes affecting ownership of the vehicle.
- any change in the way that the vehicle is used.
- a change of correspondence or garaging address.

When you tell us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Section 5: What to do when a loss occurs

A motor vehicle claim

You should refer to the relevant cover section for details of the cover provided and how your claim will be settled. Claims for all sections of the policy except for Motor Legal Expenses Cover are managed by Connexus Claims Solutions Limited (Connexus) and we will let you know if this company changes.

How to make a claim

You must tell us or your insurance agent as soon as possible about any incident which you may need to claim for under this policy. Our 24 hours a day, seven days a week helpline is available on:

0330 159 0730 (for calls within the United Kingdom)
+44 1925 422 793 (for calls outside the United Kingdom)

In addition, in the event of theft, bodily injury or a crime being committed, you or an insured person must notify the police and obtain a crime reference number from them.

You or an insured person must not admit liability for any incident or negotiate or refuse any claim with anyone.

We will:

- arrange for the repatriation of you or the insured person(s) and your or the insured person's passengers from within the territorial limits;
- where necessary recover the insured vehicle to a destination or repairer of your choice or if you prefer to a repairer approved by us;
- inspect, approve and authorise any repairs to the insured vehicle;
- clean the insured vehicle on completion of any repairs;
- where appropriate return the insured vehicle to you;
- guarantee the repairs to the insured vehicle if carried out by an approved repairer for a period of three years.

Injury to someone or damage to their property

If someone is holding you or an insured person responsible for injury or damage, you must immediately send to us or your insurance agent every letter or claim correspondence you receive. You or an insured person must not admit liability or make an offer or promise of payment without our written permission, otherwise we will not have to pay the claim.

We may take over and deal with, in your name or that of an insured person, the defence or settlement of any claim made against you.

Receiving a loss payment

We may pursue, in your name or that of an insured person but at our expense, recovery of any amounts we may become liable to pay under this policy. You or an insured person must give us all the assistance we may reasonably require to do this.

Receiving your claim payment

You may elect to receive your claim payment by cheque or via electronic fund transfer.

A motor legal expenses claim

Please refer to the section towards the back of this policy, titled 'Motor Legal Expenses Cover'.

An RAC Breakdown Cover claim

Please refer to Section 11: RAC Breakdown Cover towards the back of this policy.

Section 6: General exclusions

The following exclusions apply to the whole of this policy. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by you or an insured person or by anyone acting on your behalf.
2. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we must provide cover under the Road Traffic Acts:
 - (a) Terrorism – Terrorism is defined as any act or acts including, but not limited to:
 - (i) the use or threat of force and/or violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above. In respect of 2 (a) and (b), where we are obliged by the Road Traffic Acts to provide insurance the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person, for which cover is provided under this section, will be:
 - £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
 - such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
 - a) airport service vehicles.
 - b) vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any reduction in value of any insured vehicle.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation the Nürburgring).
9. Any person who uses an insured vehicle without the owner's permission.
10. Any loss, damage or liability arising from the use of any insured vehicle to carry property or people for a fee.
11. Any loss, damage or liability arising from the operation of any insured vehicle that has been hired, leased or loaned by you or any insured person(s) for a fee to any other person.
12. Any death or injury of any employee arising out of his or her employment by you or an insured person if cover for such person is provided under a liability insurance policy that complies with current United Kingdom compulsory liability legislation, or any similar legislation of any other applicable country within the territorial limits.
13. Any motorcycles or any vehicles with less than four wheels unless agreed by us and noted in your schedule.
14. Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
15. Mechanical, electrical or electronic failure, breakdown or breakage computer and equipment failure or malfunction.
16. In respect of 'Section 9 – Third party liability cover', any loss, damage or liability resulting from or in connection with any act of terrorism, except in so far as necessary to comply with the United Kingdom Road Traffic Act.
17. Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
18. Any damage to tyres caused by braking, punctures, cuts or bursts.
19. Any loss of value following repairs.
20. We will not pay for:

Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:

 - a. used otherwise than for the purpose described under the 'Class of use' section of your certificate of motor insurance, or
 - b. driven by, or is in the charge of any person for the purposes of being driven who, or
 - is not described under the section of your certificate of motor insurance headed 'Insured persons', or
 - does not have a valid and current licence to drive your vehicle, or
 - is not complying with the terms and conditions of the licence, or
 - does not have the appropriate licence for the type of vehicle

We will not withdraw this cover:

- while your vehicle is in the custody or control of:
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service.
- if the injury, loss or damage was caused as a result of the theft of your vehicle
- by reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.

Section 7: Physical damage cover

You should read your schedule to see if this physical damage cover applies to your policy.

This section provides you and an insured person with physical damage cover as detailed below, whilst driving an insured vehicle anywhere within the territorial limits.

The general terms, general conditions and general exclusions all apply to this section.

What is covered

We will cover physical loss of or physical damage to an insured vehicle occurring during the period of insurance anywhere within the territorial limits.

What is not covered

- Your excess.
- Loss of use of the insured vehicle or any other indirect loss.
- Loss or damage to your vehicle in the event that you have exceeded the mileage declared to us in the statement of fact and stated in your schedule.

Garaging condition

If between the hours of 10pm and 6am your vehicle is within 500 metres of an associated address you must ensure that the vehicle is kept in a secure locked garage or returned to the garage address.

If you do not, we will not have to pay any related claim.

This condition does not apply in cases where, subject to our prior agreement and the payment of the appropriate additional premium, your vehicle is kept on your driveway or at an alternative location.

How much we will pay

Following loss or damage involving any insured vehicle, we will decide whether to repair your vehicle, replace your vehicle or make a cash settlement.

Each vehicle listed in your schedule is insured for an agreed value. If your vehicle is a total loss declared by us we will pay you the agreed value if you have provided acceptable valuation certificates or photographs of the vehicles within 30 days from the start date of the policy. If you have not provided this information, we will only pay the market value for the vehicle listed in your schedule or the agreed value, whichever is the lesser amount.

An insured vehicle will be declared to be a total loss when it is totally destroyed or stolen and not recovered.

An insured vehicle is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the agreed value of the vehicle or the market value if the insured vehicle involved is not listed in your schedule.

An insured vehicle is considered stolen when it is stolen and not recovered within 30 days of its theft. However if a tracking device is installed to the insured vehicle and is active at the time of the theft, the insured vehicle will be considered stolen when it is stolen and not recovered within 14 days of its disappearance. When we pay for a total loss the salvage becomes our property.

If we are going to settle your claim by making a cash settlement, or by replacing your vehicle or paying you the agreed value, or the market value, your vehicle will become our property. In the event of a total loss you may, where legislation permits, request the opportunity to retain the vehicle salvage, subject to a reasonable deduction from the claim settlement decided by us.

Section 8: Additional cover and benefits

If 'Section 7 – Physical damage cover', applies to your policy, the following additional covers and benefits are automatically included in your insurance.

Unless specifically stated to the contrary, they are in addition to 'Section 7 – Physical damage cover' and the excess assigned to the insured vehicle will apply.

Agreed value

Your vehicle will be insured for an agreed value if you have provided acceptable valuation certificates or photographs of the vehicles within 30 days from the start date of the policy. If you have not provided this information, your vehicle will be insured for its market value.

Audio and electrical

In the event of a covered loss we will also cover up to £750 for the following for loss or equipment damage if the cost of replacement is included in the agreed value. If it is not included in the agreed value there will be no cover for such equipment.

- a. The following equipment if permanently installed in or removable from a housing unit within the vehicle and designed to be operated only by the power of the vehicle, including radios, tape players, CD players and DVD players or similar equipment including their accessories and antennas.
- b. Telephones if permanently installed in the vehicle and designed to be operated only by the power of the vehicle, including their accessories and antennas.

Child car seats

If you or a named insured person has a child car seat in an insured vehicle and the insured vehicle is involved in an accident during the period of insurance involving impact damage, we will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged. Your excess does not apply to this cover.

Disablement

In the event of an accident during the period of insurance resulting in a covered claim under this policy and you or a named insured person is registered disabled as a result of the accident, we will pay up to £10,000 towards the cost of applicable modifications to your or a named insured person's vehicle.

Driving other cars

You will be covered under Sections 7, 8, 9, and 10 of this policy whilst driving any insured vehicle unless stated otherwise or an exclusion applies.

This additional cover is secondary to any other insurance that may apply at the time of a covered loss and a £1,000 excess will apply.

Emergency transportation / accommodation

If following a covered loss more than 50 miles from your or a named insured person's closest residence you or a named insured person incur emergency transportation costs, we will pay such costs up to a maximum of £500.

In addition, we will pay up to a maximum of £1,000 for accommodation and meals.

Emergency treatment

We will reimburse you or a named insured person using an insured vehicle for payment made under the United Kingdom Road Traffic Act for emergency treatment incurred as a result of an accident during the period of insurance.

Foreign use

We will cover you or a named insured person for trips to countries within the territorial limits for up to 90 days commencing during the period of insurance.

The certificate of motor insurance provides evidence that the compulsory insurance laws within the territorial limits are complied with.

Glass cover

In the event of physical damage to window glass and/or sunroof glass to your vehicle we will pay for the replacement or repair of the glass. If your vehicle was manufactured post 1990, the most we will pay is £1,500.

A £100 excess applies to this additional cover. However, if the glass is repaired, the excess does not apply.

Lock replacement

Should you or an insured person lose or have the door key or ignition/alarm immobiliser key to a vehicle or garage door opener stolen during the period of insurance, we will pay up to £500 for its replacement and for the replacement of the associated lock.

Medical expenses

We will pay necessary medical expenses, up to a total of £500 for you or a named insured person, incurred as a result of an accident during the period of insurance. Such medical expenses must arise out of injury to you or a named insured person while he or she is occupying an insured vehicle.

This additional cover also applies if you or a named insured person are struck by another motor vehicle or trailer.

Personal accident cover

We will pay you or a named insured person or the applicable estate for you or a named insured person £10,000 for bodily injury in the event that an accident during the period of insurance involving an insured vehicle is the sole cause of:

- death, or
- total loss of a limb, or
- loss of sight in one or both eyes.

We do not provide this additional cover if the accident is caused directly or indirectly whilst you or a named insured person has a blood alcohol level exceeding the prescribed limit as decreed by the United Kingdom Road Traffic Act (or similar legislation of any other applicable country within the territorial limits) or is under the influence of any illegal substance.

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Personal belongings

We will pay for your personal belongings (excluding cash, travellers cheques, bearer bond, stock certificates or jewellery) in an insured vehicle that are lost or damaged due to an accident or to fire, theft or attempted theft during the period of insurance up to a total amount of £500.

Your excess does not apply to this additional cover.

Personal registration plate

If you or a named insured person's vehicle has a personalised registration number cover purchased from the DVLA and the vehicle is stolen during the period of insurance and not recovered, we will pay up to £5,000 to compensate you for the loss of the plate. If we pay under this additional cover the rights to the plate will become ours.

Trailers

We will pay up to £5,000 for theft or physical damage to a trailer, which you or a named insured person owns or are legally responsible for and which is no more than 4.6 metres (15 feet) in length, during the period of insurance, whether it is attached to an insured vehicle or not.

Proof of ownership of a trailer will need to be provided for this cover to apply.

Section 9: Third party liability cover

You should read your schedule to see if this third party liability cover applies to your policy.

This section provides you and an insured person with third party liability cover as detailed below, whilst driving an insured vehicle anywhere within the territorial limits.

The General terms, General conditions and General exclusions all apply to this section.

What is covered

We will cover the legal liability of you and an insured person to compensate others if, as a result of an accident during the period of insurance arising from the maintenance, operation or use of an insured vehicle,

- someone is injured (including any sickness or disease resulting from such injury), or dies, or
- tangible third party property is physically lost or physically damaged (including the loss of use of such damaged property).

How much we will pay

The most we will pay for any one accident resulting in damage to third party property is £20,000,000.

There is no limit on the amount we will pay for any one accident resulting in

- injury or death of a third party, or
- injury or death of a passenger travelling in an insured vehicle.

All claims caused by one accident are agreed to be one claim however many insured person(s) may be legally liable for the accident.

We will pay reasonable and necessary costs and expenses of legal representation should you or an insured person need to defend against any legal action seeking damages for injury, death or property damage.

Legal personal representatives

In the event of the death of anyone who is insured under this section, we will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

Legal costs

We will pay the fees and disbursements of any legal representative we agree to, to defend anyone we insure under this section, following any incident which is covered under this section:

- at a coroner's inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence);
- appeals.

Section 10: Motor Legal Expenses Cover

Motor Legal Expenses Cover is arranged by LawShield with United Kingdom General Insurance Limited on behalf of Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No: FC008998, and administered by LawShield. United Kingdom General Insurance Limited and LawShield are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services register by visiting the FCA's website at www.fca.gov.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768. Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by the Commission Bancaire Financière et des Assurances (CBFA) to l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and are subject to limited regulation by the Financial Conduct Authority in the United Kingdom. Their firm's reference number is 202664. Their regulative activities are miscellaneous financial loss, legal expenses and assistance.

This section provides a named insured person with Motor Legal Expenses Cover as detailed below, whilst driving an insured vehicle anywhere within the territorial limits.

The general terms, general conditions and general exclusions all apply to this section.

What to do when a loss occurs

Motor Legal Expenses Cover only applies to your policy if shown in your schedule. Legal Expenses Cover services are provided by LawShield.

LawShield are available for you to call 24 hours a day, seven days a week.

LawShield's claims notification line is 0330 159 0730 (for calls within the United Kingdom) or +44 1925 422 793 (for calls outside the United Kingdom).

LawShield will aim to recover your uninsured losses, which may include the cost of repairing or replacing your vehicle, your excess, injury compensation and other out-of-pocket expenses.

Special definitions applying to this section

Claims adjuster

Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by LawShield to act for the named insured person.

Insured incident

A non-fault road traffic accident (excluding claims for theft or fire) occurring within the territorial limits which results in:

- loss or damage to the vehicle including any trailer attached thereto;
- loss or damage to any personal property owned by the named insured person whilst the property is in/on or attached to the vehicle;
- the death of or injury to the named insured person whilst in or getting into or out of the vehicle;
- any other uninsured losses.

Insurers

UK General Insurance Limited on behalf of Inter Partner Assistance SA.

Legal costs and expenses

Fees, costs and disbursements reasonably incurred by LawShield, any claims adjuster, solicitor, or other appropriately qualified person appointed to act for named insured person with LawShield's consent, chargeable on the standard basis, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which the named insured person may be liable by order of a court or by agreement with the consent of LawShield.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases, where solicitors costs are payable by LawShield, these will be on the standard basis as defined by the CPR (Civil Procedure Rules) and would be limited to £125.00 per hour solicitors time, and £12.50 for each letter sent out.

Prospects of success

Reasonable prospects are considered to be 51% or better chance of success.

Small claims limit

The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to personal injury are allocated to the small claims track.

Small claims track

The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the small claims limit the claim is allocated to the small claims track by the court.

Solicitor

The solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the named insured person.

Standard basis

The assessment of costs which are proportionate to the named insured person's claim.

What is covered

LawShield will cover the legal costs and expenses of pursuing civil claims arising from an insured incident relating to the use of an insured vehicle or any other vehicle attached and being towed by the insured vehicle.

How much insurers will pay

The maximum amount insurers will pay in respect of all insured incidents which are related in time or by cause after aggregation of the legal costs and expenses is £100,000 for both the named insured person and any opponents insofar as they are liable to pay them.

Motor Legal Expenses Cover with LawShield has been arranged by RAC for you. LawShield service this part of your policy on behalf of the insurers. RAC cannot accept any responsibility for the availability, standard of service or any consequences from the use of these services.

Special exclusions applying to this section

In addition to the policy general exclusions the following additional exclusions apply to this part of your policy.

LawShield shall not be liable for:

- Legal costs and expenses where the named insured person will not get a reasonable and proportionate settlement or if any expected settlement is small compared to the time and expense involved.
- Claims where the estimated value of any damages for the personal injury the named insured person has suffered does not exceed the small claims limit.
- Legal costs and expenses incurred prior to LawShield's acceptance of a claim.
- Claims arising from any deliberate, criminal act or omission by the named insured person.
- Legal costs and expenses, fines or other penalties which the named insured person is ordered to pay by a Court of Criminal Justice.
- Incidents involving an insured vehicle owned or driven by the named insured person, where the named insured person was not in possession of a valid driving licence or the insured vehicle was not covered by a valid test certificate where appropriate or was not in a road-worthy condition.
- Motor vehicles used by or on behalf of the named insured person for racing, rallies, competitions or trials of any kind.
- Claims arising from the insured vehicle not being used in accordance with the terms and conditions of your policy.

LawShield shall be under no liability to pay for avoidable correspondence, absence from work compensation or for travelling expenses or sustenance allowances of the named insured person (except to the extent that the named insured person may be specifically covered under the other sections of the policy).

LawShield shall be under no liability where the named insured person holds cover under any other policy to the extent that LawShield are or would but for this policy be, by the terms of such other policy, liable to compensate the named insured person in respect of the subject matter of insurance.

LawShield shall not be liable for the legal costs and expenses of pursuing an action arising from an incident that occurs within the territorial limits under the jurisdiction of any court other than the courts in the territorial limits, except that LawShield will be responsible for reasonable costs incurred with their prior approval in enforcing or attempting to enforce a judgment obtained from a court within the territorial limits against a defendant resident elsewhere.

LawShield shall not be liable for legal costs and expenses in respect of accidents occurring during trips to foreign countries within the territorial limits commencing during the period of insurance, when the period of any such trip to these countries is intended to exceed 90 days, unless we have agreed to extend coverage under the policy to apply to such trip.

Special definitions applying to this section

Compliance by the named insured person with the following provisions and with each and applying to this section all of the terms in the policy shall be a condition of this insurance.

Claims adjuster

Legal costs and expenses payable are in no way affected by an agreement, undertaking, promise made or given by the named insured person to the solicitor.

The insurance under this section does not cover an appeal unless LawShield are notified in writing by the named insured person not later than six working days before the time for making an appeal expires and LawShield consider that there are reasonable prospects of such an appeal succeeding.

Where indemnity is requested and granted to any person mentioned in the schedule, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the named insured person.

The insurance under this section may be cancelled at any time at the request of LawShield or RAC in writing by sending 14 days' notice by recorded delivery to you.

Claims notification

Where the named insured person presents a claim under this section of the insurance they must submit to LawShield a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any documentary or other evidence of which he or she is aware. The named insured person must ensure that LawShield are advised of the claim within 180 days of the occurrence of the incident.

Prospects of success

If at any stage LawShield decide that the named insured person's prospects of success are not sufficient and/or an alternative course of action is appropriate and/or under the terms of the policy the claim is not admissible then LawShield will inform you in writing of their decision and the reason behind their decision. Having informed you of this and subject to the policy conditions LawShield will not be bound to pay any legal costs and expenses and may discontinue indemnity.

Representation

1. LawShield have the right through a adjuster or solicitor to take over and conduct in the name of the insured person the pursuit or settlement of any claims.
2. LawShield will have complete control over how legal proceedings are carried out. Before the issuing of legal proceedings LawShield will nominate and appoint a solicitor from their panel to act on behalf of the named insured person and to conduct in the name of the named insured person the prosecution, defence or settlement of any claim accepted under the terms of the policy. Should legal proceedings need to be issued, the named insured person does not have to accept the solicitor nominated by LawShield. If the named insured person is unable to agree a suitable solicitor with LawShield the named insured person's choice of solicitor may be referred to arbitration in accordance with the terms and conditions of the policy. In any event the named insured person must notify LawShield in writing of the full name and address of a solicitor who they wish to act for them. In the event of a dispute as to choice of solicitor pending arbitration, LawShield will nominate a solicitor to act on the named insured person's behalf to safeguard his or her interests. In the event that LawShield are the insurers of two or more parties in respect of one claim the named insured person may nominate solicitors of their own choice whose name and address should be submitted to LawShield prior to any legal costs and expenses being incurred.

3. In choosing their solicitor the named insured person must try and keep the cost of any legal proceedings as low as possible.
4. Before LawShield accept the named insured person's choice of solicitor, or if the named insured person fails to choose a solicitor, LawShield will be entitled to instruct a solicitor on behalf of the named insured person.
5. In the event that the amount in issue does not exceed the current level of the Small Claims Court, advice and assistance will be provided but representation at a court or tribunal is at the absolute discretion of LawShield may also attempt a negotiated settlement or take advantage of alternative resolution facilities.

Claims procedure

1. LawShield will, with the prior consent of the named insured person, make their own investigation into the case and may, subject to the final approval of the named insured person (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.
2. Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury, LawShield may investigate the circumstances of the claim and attempt to obtain settlement with the prior consent of the named insured person (such prior consent must not to be unreasonably withheld). LawShield shall not be liable to provide representation on behalf of the named insured person at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.
Notwithstanding the above, LawShield reserve the right to provide representation in the Small Claims Court if LawShield considers that it is appropriate in all the circumstances of the case for there to be such representation.
3. LawShield shall have direct access to the solicitor at all times and the named insured person shall co-operate fully with LawShield in all respects and shall keep LawShield fully and continually informed of all developments in the legal representation of proceedings. At LawShield's request the named insured person shall instruct the solicitor to produce to LawShield any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as LawShield may require.
4. LawShield's consent must be obtained prior to:
 - a. The instruction of Counsel to appear before a court (or tribunal) before which a solicitor has a right of audience.
 - b. The instruction of Queen's Counsel.
 - c. The incurring of unusual expert's fees or unusual disbursements.
 - d. The making of an appeal.
5. Legal costs and expenses payable are to be in no way affected by any agreement, undertaking or promise made or given by the named insured person to the solicitor or by either of them to any witness expert or agent.
6. The named insured person must co-operate fully with the appointed claims adjuster or solicitors.
7. The solicitor or named insured person shall inform LawShield immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim.
8. No agreement to settle on the basis of both sides paying their own costs is to be made without LawShield's approval.
9. If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by the named insured person but the amount thereof is equal to or in excess of the total damage eventually recovered by them, LawShield shall have no liability in respect of any further legal costs and expenses or opponent's civil costs unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules LawShield agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and LawShield shall have the right to require the named insured person, at LawShield's request, to instruct his or her solicitor to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by the named insured person or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.

10. At LawShield's request the named insured person will require the solicitor to have the legal costs and expenses taxed, assessed or audited by the relevant authority.
11. If for any reason the solicitor refuses to continue to act for the named insured person or if the named insured person withdraws his or her claim from the solicitor, LawShield's liability will cease forthwith unless they agree to the appointment of an alternative solicitor to continue with the claim pursuant to the procedure contained in the terms and conditions of the policy, but LawShield shall have no liability to meet the additional legal costs and expenses arising solely as a result of the appointment of a new solicitor.
12. If the named insured person unreasonably withdraws from a claim without the prior agreement of LawShield, then the legal costs and expenses will become the responsibility of the named insured person and LawShield will be entitled to be reimbursed by the named insured person for any costs paid or incurred during the course of the claim including any legal costs and expenses LawShield consider they are obliged to pay as a result of the named insured person withdrawing from the claim.

Recovery

The named insured person claiming under this section shall take or have taken on their behalf every available step to recover from their opponents legal costs and expenses payable under the policy and such legal costs and expenses must be paid to LawShield.

Arbitration

If any differences shall arise between LawShield and the named insured person as to the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at their written request such difference shall be decided by Counsel or a solicitor chosen jointly by LawShield and the named insured person and, in the absence of agreement, to be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the solicitor as he or she shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

How to contact us

These are all of the numbers a driver will need in the event that their vehicle has broken down or if they need to make any other claim under RAC Breakdown Cover.

Broken down in the UK

0330 159 0994

Broken down in Europe

Calling from Europe*

00 33 472 43 52 55

Calling from a French landline (freephone)

0800 290 112

Calling from Republic of Ireland

1 800 535 005

*(Please replace the 00 at the beginning with 810 when in Belarus or Russia)

If a driver has hearing difficulties RAC can be contacted using a Text Phone and prefix the relevant number with 18001 to be connected to Tynetalk or use the SMS facilities on 07855 828282.

European Motoring Assistance (Section D)

For repatriation queries or to request a claim form (from the UK)

0330 159 0342

Email: breakdowncustomercare@rac.co.uk

Or write to:

RAC,
Great Park Road,
Bradley Stoke,
Bristol, BS32 4QN

Checklist

Certain information is required when calling to make a claim:

1. The driver's name
2. The vehicle registration number
3. The make and model of the vehicle
4. The exact location of the vehicle
5. The driver's contact number
6. In Europe or for additional services, your credit card number.

Remember

1. Please call us back if the vehicle gets going before the RAC patrol or RAC contractor arrives
2. Only accept help from the RAC patrol or RAC contractor that has been sent to assist the vehicle by us
3. Don't go directly to a garage (even an RAC appointed one); we will not reimburse you if you or a driver has had to pay for help which was not arranged by us
4. Recovery can only be arranged by us

Breakdown on a motorway in Europe

If the vehicle breaks down or is in a road traffic accident on a motorway in Europe we advise the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a breakdown recovery vehicle. If they will not send a breakdown recovery vehicle, then contact us.

Motorways in France are privately managed so in the event of a breakdown or road traffic accident on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones as we cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. We will cover these charges as long as the vehicle is towed to the recovery company's depot. If the vehicle is towed from a motorway, contact us as soon as possible and, if the vehicle has not been repaired, we will arrange for ongoing cover under RAC Breakdown Cover.

Cover

RAC Breakdown Cover covers the vehicle which is identified on your schedule and which is being driven by any driver with a full, valid driving licence during the period of cover. You and each driver must comply with the applicable terms and conditions under RAC Breakdown Cover. Any failure to do so may impact on your rights under this RAC Breakdown Cover, including whether you can make a claim. You should ensure that each driver is made aware of this as well as the level of cover under RAC Breakdown Cover.

Reimbursement of payments

Where we state in this policy that we will reimburse you for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0334) and proof of payment.

For reimbursement of payments made by you under this policy please submit proof of payment and a claims form to us at:

RAC
Breakdown Customer Care
Great Park
Road, Bradley
Stoke, Bristol
BS32 4QN

In certain circumstances, we may be able to arrange the benefits and pay such covered amounts on your behalf, and will notify you or the driver of this at the time of making the claim.

Period of cover

RAC Breakdown Cover provides cover for the period of cover as set out in your schedule.

Limits of cover

The cover under this RAC Breakdown Cover is subject to a limit of five claims that can be made under this RAC Breakdown Cover during each period of cover.

1. One call out will be any attendance by an RAC patrol or RAC contractor to a vehicle as a result of a call to the RAC under RAC Breakdown Cover.
2. The limits will apply to all claims made by you and the drivers driving a registered vehicle.

Additional services provided by the RAC

If the driver requires additional services that are not covered under RAC Breakdown Cover, we may be able to arrange appropriate additional services at the driver's request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the vehicle;
2. Receive specialist services to complete a repair of the vehicle;
3. Provide services where the number of call outs that can be made under your RAC Breakdown Cover in a period of cover has been exceeded;
4. Provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by us will be agreed with the driver when the service is requested and before any costs are incurred.

Special definitions applying to this section

Certain words in this Section 11 have special meanings. These words and their meanings are listed below and apply wherever they are in bold type.

“beyond commercial economical repair”

Means where the total cost required to repair the vehicle, including any taxes, is greater than the UK market value of the vehicle. If the vehicle has broken down or had a road traffic accident 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.

“breakdown”/“break down”/“broken down”

Means the vehicle is inoperative, is unsafe to drive and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a road traffic accident, fire, flood, theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the vehicle to cease to function as a whole. Illumination of a vehicle’s warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, you will need to make your own way to a place of repair and any break down cover under this policy booklet will not apply;

“business use”

Means the use of a vehicle in connection with, or solely for the purpose of, operating a business, other than for social, domestic and pleasure purposes including commuting to and from a permanent place of work;

“caravan”/“trailer”

Means any caravan or trailer that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3.0 metres (9ft 8in)

“claim”/“call out”

Means any request for service or benefit or for cover under RAC Breakdown Cover;

“driver”/“their”/“they”

Means any driver of a vehicle (including you) at the time a breakdown occurs who is authorised by you to be driving the vehicle and is permanently a resident in the territory;

“emergency service”

Means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

“end date”

Means the date that this RAC Breakdown Cover policy expires as shown on the schedule;

“Europe”

Has the same meaning as Territorial Limits as set out in Section 3 of this Classic Car Insurance policy wording;

“home”

Means the address in the territory where you permanently live;

“journey”

Means a holiday or trip in a vehicle to Europe which begins on departure from the home and ends on return to the home;

“market value”

Means the market value in the territory, as reasonably determined by us in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as the vehicle;

“modified vehicle”

Means any vehicle that has been modified from the manufacturer’s specifications;

“party”

Means the total number of persons (including the driver) travelling in the vehicle for the whole period of the journey;

“period of cover”

Means the period from the start date to the end date (as shown on the schedule);

“premium”

Means the basis upon which services will be provided under RAC Breakdown Cover charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate;

“RAC”/“we”/“us”/“our”

Means RAC Motoring Services (in respect of Sections A, B and the Additional services) and RAC Insurance Limited in respect of Sections C and D and each of its authorised agents;

“RAC contractor”

Means any person appointed by the RAC to provide certain breakdown assistance services on our behalf;

“RAC patrol”

Means a technician employed by the RAC;

“RAC Breakdown Cover”

Means this RAC Breakdown Cover policy that is subject to the terms and conditions in this policy booklet;

“road traffic accident”

1. for the purposes of Section D only, means a traffic accident in Europe that immobilises the vehicle; and
2. for the purposes of all other Sections of this RAC Breakdown Cover, means a traffic accident involving a vehicle within the territory;

“service provider”

Means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in Europe. These service providers are not checked or approved by RAC and do not act as agents for RAC. RAC cannot be held liable for acts or omissions of service providers;

“specialist equipment”

Means equipment that is not normally carried by RAC patrols or RAC contractors to complete repairs and recoveries in the event of a breakdown including, but not limited to, winching and specialist lifting equipment;

“start date”

Means the date that this RAC Breakdown Cover policy begins as shown on the schedule;

“territory”

Means the England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man;

“vehicle”

1. Means the vehicle shown on your on your schedule that is registered in the UK and complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	6.4 metres (21ft) including tow bar]	2.55 metres (8ft 4in)	3 metres (9ft 8in)

2. For the purpose of Section D means the vehicle shown on your schedule that is registered in the UK (including a motorcycle or a motorhome) that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3 metres (9ft 8in)

3. Motorcycles under 121cc and mobility scooters are not covered under RAC Breakdown Cover.

SECTION A. Roadside

RAC Breakdown Cover includes cover for Roadside subject to the terms and conditions below. The number of claims which you can make during the period of cover is shown under Limits of cover.

What is covered

If a vehicle has broken down in the territory or the Republic of Ireland during the period of cover and more than ¼ mile from your home as measured by us, we will provide an RAC patrol or an RAC contractor to either:

1. Repair the vehicle at the roadside; or
2. If we are unable to permanently repair the vehicle at the roadside (within a reasonable time), we will decide, based upon our technical expertise in breakdown situations, either to provide a temporary repair to the broken down vehicle at the roadside or transport the broken down vehicle (and any caravan or trailer attached to it) to a destination chosen by the driver within 10 miles of the breakdown as measured by us. We will only transport the caravan or trailer if the vehicle has broken down.

If we transport the broken down vehicle (and any caravan or trailer attached to it) to a destination of the driver's choice, we will either:

1. Provide transport for the driver and up to 7 passengers, of the broken down vehicle to that chosen destination. If more than five people require transportation, we may need to provide transport in separate vehicles; or
2. If the driver chooses for us to transport the vehicle to a garage, we will reimburse the driver's taxi fare for a taxi journey to a destination up to 20 miles from the garage for the driver and up to seven passengers of the broken down vehicle as long as this is agreed with us in advance. In order to claim a reimbursement of the taxi fare, you must send the receipt for the taxi journey to us at the breakdown customer care address shown under Who to contact.

What is not covered

1. Any breakdown over the call out limit as shown under Limits of cover;
2. Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
3. The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section A. If the RAC patrol or RAC contractor has the required parts you or the driver can purchase the relevant parts from us for an additional charge. The parts must be paid for in full at the time of the breakdown and before the repair commences. We will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under RAC Breakdown Cover.
4. Any Breakdown resulting from a fault where we have previously provided breakdown cover for that fault and either:
 - a. we consider acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than the RAC; or
 - b. we advised any driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these other repairs.

SECTION B. Recovery

Please refer to your schedule which sets out whether this RAC Breakdown Cover includes cover for Recovery as set out in this Section B. The number of claims which you can make during the period of cover is shown under Limits of cover.

What is covered

If a vehicle has broken down in the territory during the period of cover and following an RAC patrol or an RAC contractor attending the breakdown (and not being able to repair the vehicle locally within a reasonable time), we decide to recover the vehicle in accordance with the cover under Section A, we will transport the vehicle (and any caravan or trailer attached to it) and the driver and up to 7 passengers of the broken down vehicle to a destination within the territory chosen by the driver. If more than five people require transportation, we may need to provide transport in separate vehicles.

Where your home is in Northern Ireland, under this Section B, any breakdown cover will include the Republic of Ireland. The vehicle, the driver and up to 7 passengers are entitled to be recovered from the Republic of Ireland to your home in Northern Ireland or a single

destination chosen by the driver where the distance is less than to your home.

We may also provide at our discretion a recovery service if the driver becomes ill during a journey in the territory and the passengers are unable to drive the vehicle. We may ask the driver to provide written confirmation from the treating hospital or medical expert that they are unfit to drive and prove they are the only viable driver in their party.

What is not covered

1. Recovery that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Recovery cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
2. Recovery to more than one destination including a second recovery where the original recovery destination could not accept the vehicle due to their opening hours or other restrictions;
3. Where we can demonstrate that the recovery service as set out in this Section B, is being used by you and/or the driver to avoid the cost of repairing the vehicle;
4. Any recovery required as a result of a breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
 - a. we consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired by a party other than the RAC; or
 - b. we advised the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs;
5. Where a recovery is required due to a breakdown as a result of a problem with the tyre of the vehicle we will not provide recovery over 10 miles where no serviceable spare tyre is carried by the vehicle or no suitable alternative (as recommended by the manufacturer) is available; or
6. Any vehicle that is already at a garage or other place of repair.

SECTION C. Onward Travel

Please refer to your schedule which sets out whether this RAC Breakdown Cover includes cover for Onward Travel as set out in this Section C. The number of claims which you can make during the period of cover is shown under Limits of cover.

What is covered

Onward Travel applies if a vehicle has broken down in the territory during the period of cover and following an RAC patrol or an RAC contractor attending the breakdown, we are unable to repair the vehicle in accordance with the cover under Section A. We will provide the driver with one of the following benefits:

1. Replacement car hire; or
2. Alternative transport costs; or
3. Hotel accommodation

What is not covered

Any assistance as a result of a breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:

1. We consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or
2. We advised the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs.

Replacement car hire

What is covered

We will (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement car while the vehicle is being repaired as a result of the breakdown (up to a maximum of

24 hours or until the vehicle has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback; and

- b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If you do not comply with the terms and conditions of the hire company used by us and you agree with us to arrange a replacement hire car with another hire car supplier, we will reimburse you up to £35 for up to a maximum of 24 hours or until the vehicle has been repaired, whichever is sooner for the cost of the replacement car hire arranged by you.

What is not covered

1. Any replacement car hire arranged by us where the driver of the replacement car does not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the driver to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. We use reputable car hire companies with market standard terms and conditions;
2. Any replacement car hire arranged by the driver that has not been agreed with us prior to the driver making the arrangements or any request that is not made on the same day as the breakdown occurred;
3. We will not cover the cost of:
 - a. Delivery and collecting of the hire car vehicle including any fuel used during delivery and collection;
 - b. Any fuel used while the hire car is with a driver, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions;
 - c. Any insurance excess payable under any insurance for the replacement car;
4. We will not supply:
 - a. Any specific car type or model. We can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. Replacement cars with a tow bar; or
 - c. Specially adapted vehicles.

Alternative transport

What is covered

We will arrange rail, air or other public transport for the driver and up to seven passengers of the broken down vehicle to reach the intended end of the journey within the territory and reimburse you for the costs of such transport up to £150 per person or £500 for all persons, whichever is less, the driver will have to pay for any additional transport costs.

Hotel accommodation

What is covered

We will arrange one night's bed and breakfast accommodation for the driver and up to seven passengers of the broken down vehicle in a hotel of our choice and reimburse you for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less the driver will have to pay for any additional hotel costs.

Assistance in a medical emergency

What is covered

If during a journey in the territory the driver or a passenger of a vehicle becomes ill and is taken to a doctor's surgery or hospital without the journey being completed, we will:

1. Arrange for one night's bed and breakfast accommodation for the driver and up to seven passengers of the vehicle whose homes are more than 20 miles from the hospital in a hotel of our choice and reimburse you for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. You will have to pay for any additional hotel costs; and
2. Arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

What is not covered

Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.

SECTION D. European Motoring Assistance

Please refer to your schedule which sets out whether this RAC Breakdown Cover includes cover for European Motoring Assistance as set out in this Section D.

Required terms

To ensure we can provide the services contained within this Section D, European Motoring Assistance, the driver will need to make sure that they have the following original documents with them when they are on a journey. If a driver does not have these documents we may not be able to provide assistance:

1. Credit card (required if a driver needs to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from the RAC);
2. Full UK Driving licence (photo card licence) and National Insurance number;
3. Proof of RAC Breakdown Cover (such as the schedule);
4. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the vehicle on the journey.

Important car hire information

We cannot guarantee that we will be able to arrange a hire car equivalent to the vehicle. If the driver is travelling in an MPV or similar vehicle we may arrange two hire cars. We will only arrange this if there are two qualified drivers in the party. Otherwise we will arrange alternative means of transport. Car hire arranged under this Section D will be subject to the normal conditions of the hiring company. We use reputable car hire companies with market standard terms and conditions which the driver must fully comply with. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). The driver must present their driving licence to the hire company and present their full UK driving license, National Insurance number and any other information requested.

The driver's valid credit card details will also be required by the hire company and the card must be presented to the hire company as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle.

The driver will need to collect a replacement vehicle from the nearest available place of supply. If this is the case, we will provide transportation to the place of supply subject to these terms and conditions.

If the driver leaves a hire car at a different location to the one arranged by RAC, the driver must pay the hire car company any additional charges which may be made and any additional cost relating to the rental.

Collision Damage Waiver (CDW). Please note that many car hire companies across Europe charge a damage excess which is not covered by the CDW. This means that if the car is damaged during the hire period the driver could be liable for the first portion of the cost, which is likely to be over £150, and have their credit card charged. In some cases the amount could be much higher and varies according to the hire company, category of hire car and location. The CDW covers the amount above the excess.

Most hire car companies will not permit their vehicle to cross certain national borders. It may be necessary to arrange multiple hires or additional transport in order to complete the journey within the limits of this cover. A car hired abroad must not be brought into the territory. A second car hire will be arranged for the territory part of the journey. Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding the ferry. Passengers may be required to travel as foot passengers to the territory where the driver will collect any necessary onward transportation.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of minibuses or vans.

While we use a range of reputable car hire companies, we cannot guarantee that a replacement vehicle will be immediately available or in time to connect with any pre-booked ferry, train or other transport. If this is the case, we will provide the driver with a replacement vehicle as soon as possible (if a replacement vehicle is still required).

Caravans and trailers

We do our best to find solutions to motoring problems, but we regret that, we cannot arrange a replacement caravan or trailer. It is also virtually impossible to hire vehicles with tow bars so the driver may need to leave

the caravan or trailer with the vehicle while it is being repaired and it may become necessary to repatriate the caravan or trailer together with the vehicle, if the vehicle cannot be repaired abroad by the return date.

Important

Please note that cover is not available for breakdowns or road traffic accidents suffered by caravans or trailers and we will only recover or repatriate a caravan or trailer, subject to the dimension limitations within definitions above, if the vehicle towing such caravan or trailer has broken down or suffered a road traffic accident. We may be able to provide services to a broken down trailer or caravan, but such service will only be provided at an additional cost.

Motor insurance and vehicle warranty

Cover under this Section D does not replace motor vehicle insurance. We strongly recommend you tell your motor insurers before taking a vehicle abroad. If you do not, the motor insurance policy may only provide cover for damage caused to other people or their property. This means that there will not be cover for damage to the vehicle (including damage caused by fire) or theft of the vehicle. The insurers will also need to know if the vehicle is towing a caravan or trailer. If the vehicle has a manufacturer's or other mechanical warranty, we will provide emergency assistance but you are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to current conditions in that country. For example strike action may delay or prevent our service under this Section D. If this is the case, we will not be liable for any losses that the driver may suffer as a result of the disruption or unavailability of our services. To obtain current information on conditions in the countries the driver is travelling to please refer to the Foreign and Commonwealth office website at www.gov.uk/government/organisations/foreign-commonwealth-office or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

The cover under Section D is subject to an aggregate overall limit of £2500 per claim and is subject to the further limits of cover in respect of each type of cover.

This Section D provides cover for journeys during the term of your policy, but each journey is limited to a maximum of 90 days and each journey must fall within the period of cover. We will not provide cover for a journey if the vehicle will not return to the territory within the period of cover. If the end of any journey will be outside the period of cover, you will need to renew the cover before the driver commences the journey. If however the vehicle is due to return to the territory within the period of cover but it is delayed due to a road traffic accident or breakdown that is covered by this Section D, we will provide cover for that journey.

The Sections of European Motoring Assistance

In the event that the vehicle has broken down or has been in a road traffic accident, the RAC patrol, RAC contractor or service provider that attends the breakdown or road traffic accident will carry out a preliminary fault diagnosis to confirm whether the vehicle can be repaired within 12 hours and, if not, whether:

1. it can be repaired by the date that the driver originally planned to return to the territory;
2. it requires repatriation to the territory; or
3. it is beyond commercial economical repair.

The driver's request for breakdown or road traffic accident assistance will act as authorisation for us to arrange the fault diagnosis and determine the best course of action based upon our technical expertise in these situations.

We will then discuss the preliminary fault diagnosis with the driver and determine which other benefits may be available under this Section D as a result of the claim. For example, if the repairs cannot be completed within 12 hours, we will discuss whether the driver would like us to arrange transport to continue the journey to the original destination (under Section D3) or arrange accommodation while the driver waits for the repair to be completed (under Section D5). These alternatives will be discussed with the driver at the outset so that the best course of action can be agreed. We will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, we will discuss this with the driver and determine if the benefits provided under this Section D should change as a result.

If the vehicle cannot be repaired by the date that the driver originally planned to return to the territory, and it is agreed to repatriate the vehicle, the driver and the party, all other cover under this Section D will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the vehicle and the driver and the party.

We will pay the RAC patrol, RAC contractor or service provider's fees to carry out the preliminary fault diagnosis of the vehicle.

Important

Whilst we will assist with the arrangements and progress of any workshop repairs, if requested by the driver, these repairs are not covered under this policy. Any information regarding the cost of repairs provided by us is of an advisory nature only. The repairer will be working for the driver and we have no legal responsibility to the driver for their efficiency or quality of the repairs.

SECTION D1: Journey continuation in the territory

What is covered

If a vehicle has broken down in the territory during the period of cover within 24 hours of the planned departure date of the journey from the territory and, following an RAC patrol or an RAC contractor attending the breakdown, we are unable to repair the vehicle once we have decided that we cannot get the vehicle repaired locally within 24 hours, we will arrange and pay for the cost of a replacement car (including collision damage waiver) to enable the driver to continue the journey. We will contribute up to £125 per day up to £750.

What is not covered

1. A breakdown during a journey where the breakdown occurs more than 24 hours prior to the planned journey;
2. Fuel and oil costs, personal insurance or any other extra costs;
3. The excess payable under any insurance for the replacement vehicle; or
4. A replacement car following a road traffic accident in the territory.

SECTION D2: Roadside assistance in Europe

What is covered

If a vehicle has broken down or been in a road traffic accident in Europe during a journey during the period of cover, we will arrange and pay for a service provider to either:

1. Repair the vehicle at the roadside; or
2. If they are unable to permanently repair the vehicle at the roadside, we together with the service provider will decide to either:
 - a. arrange for a temporary repair to the vehicle at the roadside; or
 - b. arrange transportation of the vehicle to a local repairer. Where the vehicle has been recovered to a local repairer following a breakdown and the local repairer is able to repair the vehicle on the same day as the breakdown, we will contribute up to £150 towards the local repairer's labour charges for repairing the vehicle.

What is not covered

1. Repair costs, including labour charges, if the vehicle was in a road traffic accident;
2. If the vehicle cannot be driven due to a road traffic accident, any damage which you or the driver are entitled to have repaired by your motor insurers must be reported to them immediately. Your insurers must decide whether to authorise repairs abroad or have the vehicle repatriated. We cannot repair the vehicle.
3. Repair costs if, in our reasonable opinion, the vehicle is beyond commercial economical repair;
4. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the vehicle, nor render it unsafe to drive;
5. The cost of any parts required to repair the vehicle;

6. Repair costs not directly necessary to enable the vehicle to continue the journey; or
7. If the vehicle suffers a breakdown as a result of mis-fuelling we will not repair the vehicle (including not draining or removing the fuel). We will only recover the vehicle to a local repairer. We may be able to repair the vehicle and/or arrange recovery of the vehicle to another location for an additional charge. Any further service under this Section D will not be provided.

SECTION D3: Journey continuation in Europe or return home

Cover under this Section D3 is not available if you benefit from additional accommodation expenses under Section D5.

What is covered

If the vehicle has broken down or been in a road traffic accident in Europe during a journey during the period of cover and, following a service provider attending in accordance with Section D2, the vehicle cannot be repaired in accordance with Section D2 within 12 hours of the breakdown or road traffic accident, we will arrange and pay up to £125 per day up to a maximum of £1,500 for the driver and the party to continue the journey by any one or a combination of:

1. A replacement hire car (including collision damage waiver);
2. Second/standard class rail or air travel; and/or
3. Local taxi fares authorised by us in advance.

Cover under this Section D3 will stop once the vehicle has been repaired to a roadworthy condition and you or the driver has been notified. Once you or the driver are notified that this is the case, the driver must return any hire car to the place of collection of the hire car or can choose to keep the hire car an additional period to continue the intended journey, however all additional hire car costs are payable by the driver and will be charged to the driver's credit card.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the replacement vehicle;
3. The cost of any replacement vehicle after 24 hours (or such other time agreed with us) the driver being notified that the vehicle has been repaired or is to be repatriated or is beyond commercial economical repair;
4. First class rail and air fares;
5. The costs of meals or any other expenses; or
6. Any costs during the receipt of any benefits under Section D5.

SECTION D4: Replacement parts dispatch

What is covered

If a vehicle has broken down in Europe during a journey during the period of cover and, following a service provider attending the breakdown in accordance with Section D2, the vehicle requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, we will, (subject to availability) arrange the purchase of such replacement parts and arrange and pay for:

1. The freight, handling and ancillary charges for dispatch of the replacement parts to the vehicle or an appropriate railway station or airport; and
2. If the parts are dispatched to a railway station or airport, the cost of one person to collect the parts from the railway station or airport if required.

What is not covered

The cost of the parts, which must be paid for when the driver telephones us to arrange for the parts to be dispatched. The driver will be asked for credit card details and we will take payment before dispatch.

Important

We will arrange to dispatch parts as quickly as possible, but delays may occur at weekends and bank holidays so we cannot guarantee when these will arrive. We will not be responsible for errors made by the manufacturers or suppliers of the parts. We use a range of reputable suppliers to source replacement parts, however we cannot guarantee the availability of replacement parts, especially for older or specialist vehicles, for which parts may be impossible to locate.

SECTION D5: Additional accommodation expenses

Cover under this Section is not available if you benefit from Journey Continuation under Section D3.

What is covered

If a vehicle has broken down or been in a road traffic accident in Europe during a journey during the period of cover and, following a service provider attending in accordance with Section D2 the vehicle cannot be repaired within 12 hours of the breakdown or road traffic accident, we will, subject to the overall Limits of cover, arrange and pay a contribution of £30 per person per day up to a maximum of £500 towards additional (not alternative) accommodation for the driver and the party in a hotel of our choice whilst waiting for the vehicle to be repaired. We will also pay for local taxi fares authorised by us in advance between the place of repair and the accommodation.

What is not covered

1. Any accommodation costs that the driver or the passengers would have otherwise incurred on the journey;
2. Any accommodation costs if the driver has alternative accommodation available for use.
3. Any accommodation costs once you or the driver have been notified that the vehicle has been repaired, is to be repatriated or is beyond commercial economical repair;
4. The costs of meals or any other extra costs and expenses; or
5. Any costs during the receipt of any benefits under Section D3.

SECTION D6. Replacement driver

What is covered

If the only driver of the vehicle in the party is declared medically unfit to drive by a registered doctor during a journey in Europe during the period of cover, we will arrange and provide a replacement driver to drive the vehicle and the party to the journey destination or your home. Written confirmation from the treating hospital or medical expert that the driver is unable to drive will be required.

What is not covered

1. A replacement driver if there is another qualified driver in the party who is fit and legally able to drive the vehicle;
2. A replacement driver where the driver knows of a medical condition that may prevent them from driving the vehicle before the driver commences the journey and there is no alternative driver within the party; or
3. Any expenses which the driver or the party would have had to pay if the driver had not been declared medically unfit to drive.

SECTION D7: Vehicle break in – emergency repairs

What is covered

In the event of damage to windows, windscreens or locks of a vehicle caused solely by forcible entry or attempted forcible entry of the vehicle in Europe during a journey during the period of cover, we will, subject to the overall Limits of cover, either provide cover for the cost of immediate emergency repairs to the damage to enable the driver to continue the journey or the cost of recovery of the vehicle to a local repairer for repairs to be carried out, up to a maximum of £175.

The driver will need to pay these costs and you can claim these costs back from us by completing a claim form.

The matter must be reported to the police before contacting us and a written report must be obtained from the police. You will need to provide a copy of the police report to us when you make your claim under this Section.

What is not covered

1. Any costs if the driver does not report the matter to the police before contacting us or do not obtain a police report;
2. The cost of any parts required to repair the vehicle;
3. Repair costs not directly necessary to enable the vehicle to continue the journey; or
4. Costs over £175, inclusive of recovery costs.

Important

If there is a forcible entry or attempted forcible entry of the vehicle you can only claim under this Section. We will not provide any other benefits described in this Section D. Should the vehicle break down or be involved in a road traffic accident in the same journey, we will provide the relevant service in line with the relevant Section(s) of cover.

You should always contact the motor insurance company that insures the vehicle first before calling us.

SECTION D8: Vehicle repatriation

What is covered

If a vehicle has broken down or been in a road traffic accident in Europe during a journey during the period of cover and, following a service provider attending in accordance with Section D2, the vehicle cannot be repaired by the planned return to the territory; we will arrange and pay for:

1. Storage of the vehicle and any caravan or trailer, while awaiting repatriation by us in accordance with this Section; and
2. Repatriation of the vehicle and any caravan or trailer by road transporter from the place of the breakdown or road traffic accident or the local repairer to your home or a repairer in the territory chosen by the driver, providing the cost is not more than the market value of the vehicle, caravan or trailer. If the cost of repatriation is more than this, you or the driver will have to pay the balance between the market value of the vehicle, and any caravan or trailer on tow at the time of the breakdown and the cost of repatriation before service is provided.

If the vehicle has been in a road traffic accident that is covered by a motor insurance policy, we will follow the insurers' decision on whether to have the vehicle repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that the vehicle is beyond commercial economical repair.

What is not covered

1. Any storage charges or repatriation costs not authorised by us or while we are awaiting a decision from the motor insurer;
2. The cost of repatriation (including storage charges) if we determine (acting reasonably) that the vehicle is beyond commercial economical repair;
3. The cost of repatriation (including storage charges) if the vehicle is roadworthy;
4. Transportation costs for any personal belongings, valuables or luggage. Any items left with the vehicle, caravan or trailer for recovery are left at the driver's own risk;
5. We are unable to transport any animals in the vehicle, caravan or trailer. We cannot guarantee that we can arrange transport for any animal. Any onward transportation is at our discretion and solely at the driver's risk. We will not insure any animal during any onward transportation we may undertake;
6. Any repairs required to the vehicle and associated costs following repatriation;
7. Any repatriation that is not authorised by the insurer if the vehicle has had a road traffic accident covered by the motor insurer;
8. Any cancelled repatriation as a result of you or the driver failing to leave keys for the vehicle, caravan or trailer or keys for any roof box with the vehicle, caravan or trailer; or
9. Any claim if the vehicle, caravan or trailer is being repatriated and customs in any country find its contents are breaking the law of that country.

If you have any enquires relating to your repatriation please contact us on 0330 159 0342.

Important

Once repatriation is authorised by us it normally takes 8-14 working days for the vehicle, caravan or trailer to be delivered from most countries in Western Europe to the chosen address in the territory. At busy times and from some other European countries (particularly from eastern and northern Europe) it may take longer. We will discuss the likely timescales for repatriation with you in the event that repatriation is required.

It is our decision alone whether to repatriate or repair locally a vehicle which cannot be driven as a result of a breakdown or road traffic accident except where the road traffic accident is covered by

a motor insurance policy. If the vehicle has been in a road traffic accident that is covered by a motor insurance policy, we will follow your insurers' decision on whether to have it repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that it is beyond commercial economical repair.

Repatriation cannot be used to avoid repair costs. We will only repatriate if we consider that the vehicle cannot be repaired by the driver's planned return date to the territory, and not as a result of any other request.

If the vehicle is beyond commercial economical repair, 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 you will be considered to have authorised us to dispose of it as we choose.

If a vehicle and any caravan or trailer is to be repatriated and has been fitted with a roof box or bicycle rack, the driver must remove it and place it inside the vehicle, caravan or trailer, if possible. If the driver cannot do so, the roof box or bicycle rack can be left on the vehicle, caravan or trailer. The roof box keys need to be left with the vehicle, caravan or trailer keys in the event that customs require access. Failure to leave the required keys with the vehicle, caravan or trailer may result in the cancellation of the repatriation and you or the driver may be required to collect the vehicle, caravan or trailer.

If a vehicle and any caravan or trailer is to be repatriated, you should check with your motor insurers that it will be covered in transit for loss or damage and that the contents are also covered. This Section D will not cover any vehicle, caravan or trailer or their contents during transit.

SECTION D9: Collection of vehicle left abroad for repair

Cover under this Section is only available where we have agreed with you that the vehicle will remain in Europe for repair and not be repatriated under Section D8.

What is covered

If a vehicle has broken down in Europe during a journey during the period of cover and, following a service provider attending the breakdown in accordance with Section D2, the vehicle cannot be repaired by the planned return date to the territory and the driver and the party have been repatriated to your home under Section D3 we will arrange and pay for one person to collect the vehicle and return it to the territory, by any one or a combination of:

1. Second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the vehicle;
2. Additional ferry fares from the territory to Europe and back for a vehicle and one person; and/or
3. Local taxi fares authorised by us in advance.

We will also pay a contribution towards single room accommodation (room only) for one person, up to a maximum of £50 per day if necessary to complete the round trip.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The costs of meals or any other extra costs and expenses;
3. First class rail fares;
4. Costs for more than one person;
5. Transportation costs for any personal belongings, valuables, animals or luggage; or
6. Any storage charges once you or the driver has been notified that the vehicle is ready for collection.

Important

Any decisions as to whether the vehicle can be repaired abroad so that you (or someone nominated by you) must return and collect it on completion of the repair or that the vehicle cannot be repaired and must be repatriated will be determined by us in accordance with Section D8.

SECTION D10: Accidental damage to or loss of tent

What is covered

If the driver is camping in Europe during a journey during the period of cover and the driver's tent is damaged accidentally making it unusable or the tent is stolen, we will, subject to the overall Limits of cover, choose (at our discretion) to provide cover for the cost of either:

1. Accommodation expenses of up to £50 per person in the party per day for up to 3 days; or

2. A replacement tent (provided it has been authorised by us in advance) up to a maximum of £250.

The driver will need to pay these costs and you must claim them back from us by completing a claim form.

The matter must be reported to the police within 24 hours of the tent being stolen and before contacting us and a written report must be obtained from the police. You will need to provide a copy of the police report to us when you make your claim under this Section. The written report must be provided to us within 14 days.

What is not covered

1. Damage to the tent caused by weather conditions;
2. The cost of a replacement tent not authorised by us;
3. The costs of meals or any other extra costs and expenses; or
4. Any accommodation costs if you have alternative accommodation available for use;

SECTION D11: Customs duty indemnity

What is covered

Customs claims for import duty if the vehicle is beyond commercial economical repair as a result of a breakdown in Europe during a journey during the period of cover and it has to be disposed of abroad under Customs supervision.

What is not covered

Any import duties not relating to the vehicle, caravan or trailer.

SECTION D12: Urgent message relay service

What is covered

We will relay urgent messages to the driver's immediate relatives or close business associates if the vehicle cannot be driven because of breakdown or a road traffic accident in Europe or in the territory during a journey during the period of cover.

What is not covered

Cost of relaying any urgent message not arranged through us.

General conditions for this Section D

In addition to the general conditions, the following conditions apply to this Section D. If any driver does not comply with these conditions we may not be able to provide cover under this Section D.

1. The driver must make sure the vehicle, (including any caravan or trailer attached to it) meets all relevant laws of the countries visited during a journey. This particularly includes weight limits for towing;
2. We will require the driver's credit card details if we arrange a service for the driver, which is not covered by the RAC Breakdown Cover or if it exceeds the limit set for each benefit;
3. Exchange rate: Any costs that are incurred directly by us in a currency other than GBP will be converted to GBP at the exchange rate used by us at the time. Any costs that are incurred by you or the driver in a currency other than GBP and which are recoverable from us under this Section D, will be converted to GBP at the exchange rate used by you or the driver's credit or debit card provider (in the case of card payments) or used by us at the time you present the claim (in the case of cash payments);
4. Eligible persons: drivers must be a permanent resident in the territory during the period of cover; and
5. The vehicle must be maintained in accordance with the manufacturer's recommended service standards.

General exclusions for this Section D

In addition to the general exclusions, the following exclusions will apply to this Section D:

1. If the driver fails to contact us within 24 hours of becoming aware of the breakdown we may refuse to provide cover in relation to the breakdown;
2. Any costs which the driver or passengers would have had to pay if the breakdown or road traffic accident (as applicable) had not occurred;

3. Replacement vehicles:

- a. The provision of a replacement motorcycle. If the vehicle that has broken down or been in a road traffic accident is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of a trailer for the driver to transport a motorcycle is also excluded from cover under this Section D;
 - b. The provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox;
 - c. We cannot guarantee the hire of minibuses, motorhomes or vans; or
 - d. The provision of a replacement caravans or trailers;
- Please note your cover under this Section D does not extend to any replacement vehicle.

4. Any breakdown or road traffic accident caused directly or indirectly by the overloading of a vehicle under the laws in any country in which the vehicle is travelling;
 5. Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a vehicle. The driver is responsible for the care of these items at all times;
 6. Any breakdown or road traffic accident caused directly or indirectly by:
 - a. Running out of oil or water
 - b. Frost damage; or
 - c. Rust or corrosion
 7. Any claim which you or the driver could make under any other insurance policy. If the value of the claim is more than the amount you or the driver can get from any other insurance we may pay the difference. If we do make a payment it will not be more than the appropriate benefit limit under this Section D;
 8. If the breakdown or road traffic accident is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be at the driver's cost, or must be referred to the vehicle's motor insurer;
 9. Any travel outside the territory and Europe;
 10. Routine servicing of the vehicle, replacing tyres, replacing windows, replacement of missing* or broken keys. We may be able to arrange for the provision of these services but the driver must pay for any costs incurred;
- *Keys which are locked inside the vehicle are covered and we can arrange for a service provider to attend. However, any damage which may occur in trying to retrieve the keys will be at the driver's risk and the driver must pay for any costs incurred.

If the vehicle breaks down as a result of a problem with its tyre, we will provide assistance to change the tyre using a serviceable spare tyre carried by the vehicle. If the vehicle doesn't have a serviceable spare tyre, General exclusion 17bi will apply.

Where the vehicle is not provided with a spare tyre we will recover the vehicle to a local repairer.

11. The cost of any transportation, accommodation or care of any animal.
12. If you or the driver delays repairs to the vehicle for whatever reason, any costs that we consider (acting reasonably) would not have been incurred under this Section if you or the driver had not delayed repair; and
13. Any costs that are not arranged through us or arranged by us.

General conditions applying to Section 11

The following conditions apply to all of this RAC Breakdown Cover. If you or any driver does not comply with these conditions we may not be able to provide cover under RAC Breakdown Cover and we may cancel this RAC Breakdown Cover.

1. You must pay the premium for this RAC Breakdown Cover and any applicable taxes by the due date set out in the schedule or this RAC Breakdown Cover may be cancelled in accordance with the cancellation provisions in Section RAC Breakdown Cover cancellation.
2. Any claim for a reimbursement of payments made must be accompanied by proof that such payment has been made before we will reimburse you, for example a receipt or invoice relating to the payment;

3. The vehicle must be registered at your home.
4. A driver that can legally drive the vehicle and is willing to drive the vehicle must be with the vehicle at the time of the breakdown and when the RAC patrol or RAC contractor arrives at the breakdown. If they are not, we will not provide any service related to the breakdown;
5. If we provide an onward transportation service of passengers of a vehicle, anyone under the age of 16 must be accompanied by someone who is 17 or over;
6. If we provide an onward transportation service for the driver and the passengers of a vehicle, any animals that were in the vehicle can only be transported in the vehicle at your or the driver's own risk. We will not transport animals in the recovery vehicle and we will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
7. We will attend a breakdown at the drivers request in good faith. By making a request for service under the terms of this RAC Breakdown Cover you or the driver confirm that the driver and your vehicle comply with all legal requirements;
8. Each driver must be authorised by you to be driving the vehicle and be a permanent resident in the territory. If not, we will not be able to provide any service related to the breakdown; and
9. The driver must be able to prove the vehicle's eligibility by producing the valid schedule applicable to the vehicle they are driving;

Upon request from us, the driver must provide us with proof that the vehicle complies with any of the above conditions and allow us to examine the vehicle to confirm whether it is in a legal or roadworthy condition, at any time. If the driver is unable to provide us with such proof, if the driver does not allow us to examine the vehicle or we consider (acting reasonably) that a vehicle is not in a legal or roadworthy condition for any other reason, we reserve the right to refuse to provide any service under this RAC Breakdown Cover relating to that vehicle. This means we may decline the claim.

The driver must also tell us if they are aware of any mechanical, electrical or other defect or problem with a vehicle which may cause it to break down. If the driver does not do so, we reserve the right to refuse to provide any service under this RAC Breakdown Cover if required as a result of such a breakdown.

General exclusions applying to Section 11

The following exclusions apply to all of the sections of this RAC Breakdown Cover. RAC Breakdown Cover does not cover:

1. Any breakdown or request for service occurring within the first 24 hours of you joining RAC Breakdown Cover, however this 24 hour exclusion period will not apply on renewal of RAC Breakdown Cover. For Section A, we will attend the vehicle and provide cover within the first 24 hours, but only where the vehicle had not broken down prior to you joining RAC Breakdown Cover;
2. Attendance following a road traffic accident in the territory. If a driver has had a road traffic accident in the territory and would like us to recover the vehicle we may be able to assist for an additional charge;
3. Attendance following fire, flood (in the territory), theft, act of vandalism or any other incident covered by any policy of motor insurance. If you or a driver would like us to recover the vehicle following one of these incidents we may be able to assist for an additional charge;
4. Assistance in a medical emergency;
5. Any vehicle that is already at a garage or other place of repair;
6. Servicing or assembly of a vehicle;
7. Vehicles which have broken down as a result mis-fuelling. We will not repair the vehicle including but not limited to draining or removing the fuel under RAC Breakdown Cover. We may be able to drain and remove the fuel for an additional cost. We will only recover the vehicle to a garage (within 10 miles of the breakdown in the territory). We may be able to repair the vehicle and/or arrange a recovery of the vehicle to another location which will be for an additional cost;
8. Vehicles which have broken down on land to which a driver or we do not have permission to access;
9. Vehicles which have broken down as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. Vehicles participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
10. Vehicles being demonstrated or delivered under trade plates;
11. The recovery of any caravan or trailer in the territory except where the vehicle that was towing the caravan or trailer has broken down. If the driver would like us to recover any caravan or trailer in these circumstances, we may be able to assist for an additional charge;
12. The transportation of any vehicle which the RAC patrol or RAC contractor considers (acting reasonably) is loaded over its legal limit;
13. The cost of specialist equipment for any reason (including safely lifting a modified vehicle). We may be able to arrange breakdown and recovery services with specialist equipment if needed for an additional charge; All cost of such services will be payable in advance direct to the RAC, RAC patrol or RAC contractor;
14. Any vehicle which is used for business use;
15. Transportation of any horses or livestock;
16. Any services or benefits relating to a breakdown that was reported under a different RAC agreement to this RAC Breakdown Cover. To receive any services or benefits under this RAC Breakdown Cover, the driver must have reported the breakdown against this RAC Breakdown Cover;
17. Any costs:
 - a. incurred without our prior consent. All requests for service must be made directly to us.
 - b.
 - i. relating to repairs of wheels and tyres and costs relating to any vehicle not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
 - ii. the cost of towing the vehicle if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the driver to reach a garage to get the tyre replaced;
 - c. relating to a driver having failed to carry or having misused any equipment provided by the vehicle manufacturer for the purposes of removing the vehicle spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs to or replacement glass in the vehicle. We will arrange the recovery of the vehicle to a nearby garage for assistance but we will not pay for any replacement glass or pay for the fitting of any glass. The driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
 - e. relating to the keys to a vehicle being lost, stolen, or locked in the vehicle. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We will only arrange the recovery of the vehicle to a nearby garage for assistance and the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
 - f. relating to the keys to a vehicle being broken. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We will only arrange the recovery of the vehicle to a nearby garage for assistance and you or the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge.
 - g. for vehicle storage charges unless otherwise expressly included in the relevant Section; or
 - h. for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the vehicle under RAC Breakdown Cover and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
18. We will not pay for any losses that are not directly associated with the breakdown or the incident in relation to which a claim is made under RAC Breakdown Cover. For example, loss of earnings due to us being unable to repair the vehicle at the roadside, losses caused by delay in us (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any claim you or a driver may have for death or personal injury)

19. We will not provide any service under RAC Breakdown Cover if we are prevented from doing so in circumstances beyond our reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances we will take steps to prevent or minimise the effects of such circumstances on our services;
20. In the event of involvement of an emergency service, we will not remove the vehicle until all emergency services concerned have provided us with authorisation. If the emergency services insist on the removal of the vehicle by anyone other than us, we will not meet the cost of the removal; or
21. Any claim caused directly or indirectly by the driver being affected by intoxicating liquors or drugs.

Misuse of RAC Breakdown Cover

You and each driver must not:

1. Behave inappropriately towards any representative of the RAC by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse RAC Breakdown Cover by, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the RAC into a dishonest or illegal act;
 - b. false or fraudulent actions or dishonesty or any act or omission which is willful misuse or unlawful;
 - c. omitting to tell the RAC important facts about a breakdown in order to obtain a service that would not otherwise be covered under RAC Breakdown Cover;
 - d. providing false information in order to obtain a service that would not otherwise be covered under RAC Breakdown Cover;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by RAC Breakdown Cover attempting to obtain a service under RAC Breakdown Cover; or
 - f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, or any claim is found to be fraudulent in any way, we reserve the right to:

1. Refuse to provide any services to you or the applicable driver under this RAC Breakdown Cover with immediate effect;
2. Refuse to sell any services to you or the applicable driver in the future.

We will notify you in writing and contact your insurer accordingly in the event that we decide to take any action outlined above.

03 numbers are charged at national call rates and are usually included in inclusive minute plans from landlines and mobiles. Calls may be recorded and/or monitored.

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