



Terms and conditions

This Policy is a contract between Us and You. We agree to provide services/pay for those costs set out in this Policy which occur during the Period of Cover, provided payment of the appropriate premium has been made and subject to the following terms and conditions.

If the service You require is not provided for under this Policy, We will try, if You wish, to arrange it at Your expense. The terms of, and any payment for, any such service are a matter for You and the supplier and We will not act as an agent.

Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

“Accident”	means an Accidental crash immobilising the insured Vehicle.
“Breakdown”	means unforeseen mechanical or electrical failure during the Period of Cover in the United Kingdom and Europe which has either immobilised Your Vehicle or made it unsafe to drive.
“Claim”	means a call/claim for assistance under this Policy.
“Collision Damage Waiver”	means if a hire car is damaged during the hire period You could be liable for the equivalent of the first £150 - £550 (approximately) and have Your credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The Collision Damage Waiver covers the amount above the excess.
“Fulfilment Material”	means the confirmation of Policy coverage provided to You by Us or on Our behalf.
“Home”	means your permanent residence in the United Kingdom.



“Period of Cover”	means the duration of Your cover as stated in Your Policy Documents.
“Policy Documents”	means this Policy wording and all associated documentation provided to You by Your insurer on Our behalf.
“Resident of the United Kingdom”	means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.
“Specialist Equipment”	is equipment not carried by RAC patrols or RAC contractors and includes but is not limited to winching and specialist lifting equipment.
“The Party/Your Party”	means the persons including You, travelling with You in the Vehicle.
“United Kingdom/UK”	means England, Scotland, Wales, Northern Ireland and for the purpose of this document includes Jersey, Guernsey and the Isle of Man.
“Vehicle”	means the Vehicle specified in the Fulfilment Material being eligible to receive services under this Policy.
“Vehicle Licensing Agency”	means the Driver and Vehicle Licensing Agency (DVLA), Swansea SA6 7JL responsible for registration of vehicles in the UK and the equivalent authority in Northern Ireland for vehicles in Northern Ireland. Or the Isle of Man Department of Transport for customers living in the Isle of Man.
“We/Our/Us/RAC”	means RAC Motoring Services and/or RAC Insurance Limited.
“You/Your”	means the person or persons named on the Policy/related motor insurance policy in the Fulfilment Material when driving the Vehicle, or any other person driving the Vehicle with the owners consent.



Important information

Choice of law

The laws of England and Wales govern Your Policy, unless You and We agree otherwise and the agreement has been put in writing by Us.

Use of language

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

Additional Covers – Refund of premiums

If you have purchased additional cover options with this Policy no refund is available on those additional covers if they are subsequently removed after the statutory cancellation period.

Telephone recording

For our joint protection, telephone calls may be recorded and/or monitored.

What to do if You Breakdown

If You are unfortunate enough to Breakdown, please follow these simple steps.

1. Call the appropriate number stated in the table below.
2. Have to hand Your Policy number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK	0800 316 7816	(freephone)
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The telephone number(s) are correct at the time of printing (March 2013).

Calls may be recorded and/or monitored. Customers with hearing difficulties can contact RAC using a Text Phone and prefix the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on 07855 828282.

Services provided

Service in the UK

Cover applies to Vehicles registered with the relevant Vehicle Licensing Agency only.

Roadside

If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.



We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

1. Breakdowns which would be prevented by routine servicing of Your Vehicle
2. Routine servicing of the Vehicle
3. Replacing tyres or windows
4. Any labour other than that incurred at the roadside including, without limitation, garages.
5. Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
6. The cost of ferry crossings, road toll and congestion charges
7. Vehicles being demonstrated or delivered by motor traders, or used under trade plates
8. Vehicles, which in the reasonable opinion of Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
9. Vehicles which break down within 1/4 mile of Your Home address or where You normally keep the Vehicle
10. Contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
11. The cost of parts, fuel or other supplies
12. Any Vehicle storage charges incurred when You are using Our services
13. Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your insurance Policy, You can then reclaim these costs through Your insurance)
14. The tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
15. Any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved
16. Any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.



Recovery

Recovery has the same terms and conditions as Roadside but with the following variations.

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

Recovery does not cover:

1. Any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy.
2. The use of Recovery as a way to avoid paying repair costs.
3. A second Recovery if:
 - a) the original fault has not been repaired properly by a party other than RAC;
 - b) RAC have advised You that it is a temporary repair; or
 - c) the desired destination cannot accept the Vehicle due to company opening hours or other restrictions.
4. If a second Recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.
5. Service within 24 hours of commencement of this Policy.

At Home

AtHome has the same terms and conditions as Roadside but with the following variations.

AtHome allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

AtHome does not cover:

1. The rectifying of failed or attempted repairs.
2. The reimbursement of taxi fares.
3. Service within 24 hours of commencement of this Policy .
4. Recovery of the Vehicle.



Onward Travel

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally.

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within 1/4 mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

Replacement car hire

We will pay for:

1. Up to two day's hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc if your Vehicle is being repaired.
2. Insurance (including Collision Damage Waiver).

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. Age limits. Drivers must be at least 21 years of age.
2. The need to have a current driving licence, and, if held, a driving licence photo card, with You.
3. Limits on acceptable types or numbers of motoring offence penalties and/or penalty points endorsed on Your driving licence.
4. The need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken down Vehicle.

After taking a fair and reasonable view of the circumstances, we may decide that a hire car is not a practicable solution, and hotel accommodation or alternative transport will be provided instead.

If You require a second or any other type of vehicle We will try to arrange this for You, You will have to pay for any additional costs.

Alternative transport

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.



Hotel accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice.

We will pay up to £150 a person or £500 for each Party whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in "Hotel accommodation" above.

We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered.

1. Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
2. A second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party other than RAC or if We have advised You that it is a temporary repair.
3. If You are unfortunate enough to have an incident with the hire vehicle and You make an insurance claim, You will be responsible for paying any excess.
4. Service within 24 hours of commencement of this Policy.
5. Any of the Onward Travel benefits, as stated above, before Our attendance of the Breakdown incident.
6. Any of the Onward Travel benefits, as stated above, if the vehicle is not displaying a valid excise licence.

Policy Requirements and Limitations

Service in the UK

Credit card

details

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled "Policy Description". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Motorcycles

The Policy covers motorcycles on the same basis as other eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

Caravans and trailers

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired.

Unforeseeable losses or events

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under this Policy.

Taxi bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

Battery related faults

For battery related faults Your Policy entitlements are as follows:

1. RAC's initial attendance for a battery related fault is included in Your Policy's entitlement.
2. The fitting of any parts or batteries purchased by You prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
3. RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
4. If a condemned (non serviceable) battery is not replaced, We may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.

Policy exclusions (Service in the UK)

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

1. Costs for anything which was not caused by the incident You are claiming for.
2. Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.
3. Vehicles which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and / or is not subject to the normal rules of the road. However, vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and comply with the normal rules of the road will be covered.
4. Any claim if the Vehicle suffers a Breakdown at a motor traders premises, garage or premises offering vehicle repair.
5. The cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled “Terms and Conditions”.
6. Loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc).
7. Any incident affecting a vehicle hired under the terms of this Policy.
8. Routine servicing of Your Vehicle.
9. The cost of a glass or tyre specialist. We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
10. The cost of a locksmith if You lose, break, or lock Your keys in Your Vehicle. If We are unable to open Your Vehicle, We will arrange for a locksmith to attend where available, but You will be responsible for the costs. If a locksmith is not available, We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
11. 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, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - b) TerrorismTerrorism 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 including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

12. Any claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.
13. Any claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water;
 - b) frost damage;
 - c) rust or corrosion;
 - d) tyres which are not roadworthy;
 - e) using the incorrect fuel
14. Any claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
15. Any claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence valid for use in the United Kingdom.
16. Any claim which You have made successfully under any other policy of insurance held by You. If the value of Your claim is more than the amount You can get from Your other insurance We may pay the difference subject to these Policy limits and exclusions.
17. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake.
18. Any period outside Your Period of Cover.
19. Any Vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
 - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered under this Policy

20. Any claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the relevant Vehicle Licensing Agency.
21. Any Vehicle carrying more persons than recommended by the manufacturer, up to 8 person's maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification.
22. Your Vehicle if it is unattended.
23. Any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.
24. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
25. Any costs which are not directly covered by the terms and conditions of this Policy.
26. Vehicles which were broken down/had suffered a Breakdown or unroadworthy at the start of this Policy.
27. It is a legal requirement that Vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed We will attempt to fix Your Vehicle at the roadside but will not provide any other service or benefit.

The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/transport/highways/dandv/welcome.xml

28. The costs of any parts provided by RAC to fix Your Vehicle at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.



Your right to cancel

If You do not pay Your premium promptly, We will cancel Your cover.

1. You are entitled to cancel Your Policy up to 14 days following the commencement (or renewal) date of cover, or the date You receive Your terms and conditions booklet, whichever happens later.
2. If You have not made a claim within the first 14 days We will refund the cost of Your Policy.
3. If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
4. If You cancel the Policy after 14 days, no refund or credit will be applied.
5. Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
6. To cancel Your Policy please contact Your Insurer.

Caring for our customers

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within 5 working days, along with a leaflet outlining Our complaints procedure. In the unlikely event that we cannot resolve Your complaint to Your satisfaction, depending on the product and the nature of Your complaint You may refer Your concerns to the Financial Ombudsman Service.

If you wish to refer your complaint to the Financial Ombudsman Service, this must be done within 6 months of our final response letter.

Here are their contact details:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0300 123 9 123

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

Please quote Your full name, contact telephone number or policy number and where applicable Your Vehicle registration in any communication.



If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

Please write to Us at: RAC Motoring Services, Breakdown Customer Care, RAC House, Great Park Road, Bradley Stoke, Bristol, BS32 4QN, or email: breakdowncustomercare@rac.co.uk.

If You are dissatisfied with any other aspect of the services provided to You please contact

Quality Manager
Customer services Department
The Co-operative Insurance
1000 Lakeside North Harbour
Western Road
Portsmouth
PO6 3EN

Tel: 0845 602 983

Email: customer.services@youngdriver.co-operativeinsurance.co.uk

An acknowledgement that Your complaint has been received will be sent to You within 5 working days following which Your complaint will be investigated on behalf of the Chief Executive.

Financial Services Compensation Scheme

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If We cannot meet Our obligations You may be entitled to compensation from the scheme, depending on Your type of insurance and the circumstances of any Claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.



Data Protection Act – information uses

Data Protection Notice

For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is The Co-operative Insurance

The Co-operative Insurance or its agents may use the information provided to inform you by post, telephone, SMS or e-mail of other products and services offered

Please write to the below address if you do not wish to receive this material from us or from our agents.

You have the right to ask for a copy of your information held on our records.
A small administration fee is required for providing this service.

Please contact:

The Co-operative Insurance
1000 Lakeside North Harbour
Western Road
Portsmouth
PO6 3EN
Tel: 0845 602 983

Email: customer.services@youngdriver.co-operativeinsurance.co.uk
Please note that calls are recorded for training and monitoring purposes.