

# CLASSIC CAR BREAKDOWN POLICY



RAC Recovery and Breakdown 24-Hour Helpline (UK only)

**0330 159 1473**

For all motor related claims enquiries

RAC Recovery and Breakdown 24-Hour Helpline (when calling from abroad)

**00 33 472 435 255**

For all motor related claims enquiries

Hagerty customer services

**0333 323 0989** (UK)

**+44 1327 810 600** (when calling from abroad)

For general enquiries and complaints

## Contact information

Contact information	Telephone	In Writing
Breakdown	0330 159 1473	
Breakdown in Europe		
Calling from Europe	00 33 472 43 52 55*	
Calling from a French landline (freephone)	0800 290 112	
Calling from the Republic of Ireland (freephone)	1 800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 1590 342	
Claim Form Requests		europaclaims@rac.co.uk
From the UK	0330 159 0337	www.rac.co.uk/europaclaimform
From Europe	0044 161 332 1040*	
Customer Services	0333 323 1138	Hagerty International Ltd The Arch Barn Pury Hill Farm Alderton Towcester Northamptonshire NN12 7TB
Hearing assistance	Telephone prefix 18001 to access TYPETALK or text the RAC on 07855 828282	

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

## Telephone charges

Please note that we do not cover the cost of making or receiving telephone calls. Our calls may be monitored and/or recorded.

**In the UK:** Call charges may apply. Please check with your telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at your standard network rate.

**In Europe:** Roaming charges may apply when making or receiving calls, please check with your mobile phone provider for more information. It may not always be possible for us to return a call to a mobile phone.

## If your vehicle breaks down, please provide us with

1. Your name or policy number
2. Identification such as a bankcard or driving licence
3. The vehicle's make, model and registration number
4. The exact location of the vehicle - the road you are on or the nearest road junction
5. The number of the phone you are using
6. The cause of the breakdown, if you know it
7. Your credit card if you need additional services

If you fail to make contact within 24 hours of becoming aware of the breakdown cover may be refused in relation to the breakdown.

## Remember

Please let us know if you have called us but manage to get going before we arrive

We will only provide cover if we arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by you or on your behalf.

## Breakdown or involved in a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If your vehicle breaks down or is involved in a road traffic collision on a French motorway, motorway service area, or other European private motorway, you must use the roadside emergency telephones as we cannot send assistance. If the vehicle is recovered by the police or authorised motorway services, you may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

We will reimburse these charges as long as the vehicle is towed to the recovery company's depot. This may also apply to other roads, so we recommend you use the emergency phones where available. If they will not send a breakdown recovery vehicle, you should contact us.

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## Your terms and conditions

### Important information about your RAC Breakdown Cover

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts of insurance between you and the insurers - depending on the type of cover:
  - a) RAC Motoring Services provides insurance for Sections A and C; and
  - b) RAC Insurance Limited provides insurance for all other Sections.
2. A schedule- detailing the type of cover you have.

### Definition of words

Any words in bold appearing throughout this RAC Breakdown Cover have a specific meaning which we explain below.

“agreed value” means the amount your vehicle is insured for by your motor insurer;

“beyond economical repair” means where the total cost required to repair the vehicle, including any taxes, is greater than the agreed value of the vehicle. If the vehicle has broken down or had a road traffic collision in Europe, the total cost required to repair the vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the breakdown or road traffic collision has occurred;

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

“call-out”/“claim” means each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;

“caravan”/“trailer” means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

“driver”/“their”/“they” means you or any driver as shown on your schedule of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the UK;

“driver induced fault” means any fault caused by actions or omissions of the driver of the vehicle, except running out of fuel and battery failure;

“end date” means the date that this RAC Breakdown Cover expires as shown on your schedule;

“Europe” means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

“Hagerty International Ltd” means Hagerty International Ltd of The Arch Barn, Pury Hill Farm, Alderton, Towcester. Northants NN12 7TB, who arrange and administer this RAC Breakdown Cover;

“home” means the address in the UK where you live permanently, as shown on your schedule;

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

“modified vehicle” means any vehicle that has been modified from the manufacturer’s specifications;

“passengers” means the driver and up to 7 people travelling in the vehicle;

“planned departure date” means the date when you intend to begin your journey. We may ask for proof of this;

“policy period” means the length of time for which your RAC Breakdown Cover is in force as shown on your ;

“policy year” means the policy period, from the start date;

“RAC”/“we”/“us”/“our”

1. For Sections A and B means RAC Motoring Services;
2. For Section C and D means RAC Insurance Limited;
3. For Additional Services means RAC Motoring Services; and

4. In each case any person employed or engaged to provide certain services on their behalf;

“RAC Breakdown Cover” means this RAC Breakdown policy that is subject to the terms and conditions together with the schedule;

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

“road traffic collision” means

1. for the purpose of Section D only, a traffic collision in Europe that immobilises the vehicle; and
2. for all other sections, means a traffic collision involving a vehicle within the UK;

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

“specialist equipment” means equipment that is not normally required by RAC to complete repairs and recoveries, for example winching and specialist lifting equipment;

“start date” means the date that this RAC Breakdown Cover begins, or renews, as shown on your schedule;

“UK” means England, Scotland, Wales, Northern Ireland, and for the purpose of this RAC Breakdown Cover includes Jersey, Guernsey and the Isle of Man if you are a resident there;

“vehicle” means the UK registered vehicle as shown on your schedule and that complies with the following specifications:

1. it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
2. for Section D it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide;
3. It is a motorcycle, scooter or moped that is a mechanically propelled vehicle, not being a mobility scooter, with less than four wheels and the weight of which unladen does not exceed 410 kilograms.

“you”/“your” means the person taking out the RAC Breakdown Cover as named on the schedule .

## Important information about your policy

- This RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. Based on the information provided this RAC Breakdown Cover meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future and that certain additional risks relating to the breakdown of vehicles are met.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions.
- All requests for service must be made directly to us.

## Policy type

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

## Policy Period

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

## Limits of Cover

Cover under this RAC Breakdown Cover is subject to limits on:

1. When a claim can be made:
  - a) no claim is permitted under section A (Roadside) if the breakdown occurred prior to purchasing this RAC Breakdown Cover;
  - b) no claim is permitted under sections B to D (Recovery, Onward Travel & European Motoring Assistance) within 24 hours of the initial start date of the RAC Breakdown Cover;
  - c) in order to make a claim under Section B (Recovery) we must have first attended under Section A (Roadside); and
  - d) in order to make a claim under Section C (Onward Travel), we must have first attended under Section A (Roadside).
2. The amount that is covered for certain types of claim or for certain sections, as set out in this RAC Breakdown Cover.

## Reimbursement

Under some sections, you may need to pay for the service upfront and claim this back from us. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If you have any queries please contact Breakdown Customer care on 0330 159 0337. Please send your completed claim form with proof of payment (such as a receipt) to Customer Services. We may ask you to supply original documents.

## Hire Car Terms

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

## Covered

Up to 24 hours or until your vehicle has been fixed if sooner.

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

## Not Covered

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

## Included Benefits

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

- Urgent Message Relay; and
- Replacement Driver.

## Additional Services

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

## Your Cover

### Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

## Covered

If the vehicle breaks down within the UK more than a 1/4 of a mile from your home, we will:

1. Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or
2. If we are unable to repair the vehicle at the roadside, we will recover the vehicle and passengers to a destination chosen by the driver up to a maximum of 10 miles from the breakdown;

If we recover the vehicle to a garage, we will reimburse you for taxi costs for passengers to continue the journey to a single destination within 20 miles.

## Caravans or Trailers

If a caravan or trailer breaks down within the UK more than 1/4 mile from your home, we will send help to repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this RAC Breakdown Cover if a caravan or trailer breaks down. However if a vehicle breaks down and there is a caravan or trailer attached to it we will recover the caravan or trailer as well.



## Not Covered

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

## Section B. Recovery

RAC Breakdown Cover includes cover for Recovery.

### Covered

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

1. A local garage; or
2. A single destination chosen by the driver within the UK. For long distances we may use more than one recovery vehicle.

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

### Not Covered

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

## Section C. Onward Travel

RAC Breakdown Cover includes cover for Onward Travel.

If we attend a breakdown under Sections A (Roadside) and cannot fix the vehicle on the same day, we will help the driver by making arrangements to allow the continuation of the journey. The driver can choose one of the following options, subject to availability:

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

### 1. Hire Car

#### Covered

Please see Hire Car terms.

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

### 2. Alternative transport

#### Covered

If the driver would prefer to continue the journey by air, rail, taxi or public transport, we will reimburse you for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

### 3. Overnight accommodation

#### Covered

The driver may decide that waiting for the vehicle to be fixed is best. We will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

### 4. Assistance in a medical emergency

#### Covered

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

1. book one night's bed and breakfast accommodation for the driver and passengers if the hospital is more than 20 miles from home. We will reimburse you up to £150 per person or £500 for the whole party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

### Not Covered

We will not assist the driver where they or one of the passengers is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

## Section D. European Motoring Assistance

RAC Breakdown Cover includes cover for European Motoring Assistance.

### Limits of cover

The cover under Section D is subject to an aggregate overall limit of £2,500 per call out and is subject to the further limits of cover in respect of each type of cover.

### Section D1: Onward travel in the UK Covered

If we attend a breakdown under Section A and cannot fix the vehicle by your planned departure date and you are within 24 hours of your planned departure date we will arrange a hire car for the continuation of your journey up to £125 per day and £1,500 in total.

### Not Covered

Requests following a road traffic collision.

### Section D2: Roadside assistance in Europe

#### Covered

If the vehicle breaks down or is involved in a road traffic collision in Europe during a journey, we will send help to either:

1. Repair the vehicle at the roadside. This could be a permanent or temporary repair; or

2. If we are unable to repair the vehicle at the roadside, we will:
  - a. recover the vehicle and passengers to a local garage for fault diagnosis on the vehicle;
  - b. pay for the initial fault diagnosis to find the next course of action;
  - c. contribute towards the garage labour charges up to £150 when the vehicle can be repaired on the same day;
  - d. help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
  - e. we will also relay any urgent messages from the driver to a contact of their choice.

### Not Covered

1. Repair costs, including garage labour charges:
  - a. if the vehicle was in a road traffic collision; or
  - b. if the vehicle repair costs will be more than its agreed value.
2. The costs of any parts.

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

### Mis-fuelling

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

### Key

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

## Tyres

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

## Section D3: Onward travel in Europe Covered

If the vehicle has a breakdown or is involved in a road traffic collision during a journey in Europe and we establish that the repairs cannot be completed within 12 hours, we will help the driver by making arrangements for the passengers to continue the journey. The driver can choose either:

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

### 1. Alternative transport

#### Covered

1. A hire car as a replacement until the vehicle has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport.

### 2. Additional accommodation expenses

#### Covered

We will arrange and pay for additional accommodation expenses if you are unable to use your pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all passengers.

#### Not Covered

Accommodation where the driver has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The vehicle has been repaired to a roadworthy condition; or

2. The decision to bring the vehicle home is made by us or your motor insurer; or
3. Once we establish that the repair costs to the vehicle exceed its agreed value.

Once the driver is notified of cover ending, if they have a hire car, it must be returned to the place agreed with us within 24 hours. The driver can keep the hire car for longer if you agree this with us first and pay for it.

## Getting your passengers home

We will provide alternative transport as above to get the passengers back home if:

1. The vehicle is brought back home under Section D4; or
2. Once we establish that the repair costs to the vehicle exceed its agreed value under Section D4.

## Section D4: Getting your vehicle home

### Covered

If we attend a breakdown or is involved in a road traffic collision in Europe under Section D2 and the vehicle cannot be repaired before the drivers planned return to the UK, we will arrange and pay for:

1. Recovery of the vehicle to a single destination of the drivers choice within the UK; and
2. Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK; or
3. If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle, up to £600, by standard class rail or air fare and public transport and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the vehicle is greater than its agreed value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;

We will take the passengers in the vehicle home under Section D3 (Onward Travel in Europe).

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

## Not Covered

1. Any costs:
  - a. if the vehicle is beyond economical repair;
  - b. covered under your motor insurance;
  - c. relating to storage once you have been notified that the vehicle is ready to collect; and
  - d. relating to any costs incurred as a result of actions or omissions of your motor insurers;
2. We will not take the vehicle back home if:
  - a. the vehicle is roadworthy; or
  - b. a customs officer or other official finds any contents in your vehicle that are not legal in that country;
3. Any import duties not relating to the vehicle, for example relating to items carried in the vehicle;
4. We will not cover the costs of fuel, insurance or meals;
5. We will only cover costs under this section up to the agreed value, so if you want us to bring the vehicle home and the costs of bringing the vehicle home exceed this amount you will need to pay any costs above this amount before we make arrangements.

## Important

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

## Section D5: Vehicle break-in emergency repairs

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

### Covered

If the vehicle suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a breakdown we will reimburse you, up to £175 for:

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

## Not Covered

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

## Section D6: Replacement Driver Covered

Although this is not covered as a breakdown under this RAC Breakdown Cover, if the driver suddenly or unexpectedly falls ill during the journey in Europe, meaning they are unable to drive, we will provide a replacement driver to allow the journey to continue or return home. We will require written confirmation from the treating hospital or medical expert that the driver is unable to drive.

## Not Covered

1. If there is another qualified driver who is a passenger and who is fit and legally able to drive the vehicle.
2. Any benefits under any other section of this RAC Breakdown Cover.

## General conditions for Section D

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

- b) Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
  - i. at the exchange rate used by your credit or debit provider; or
  - ii. at the exchange rate used by us when your claim form is received if you paid in cash;
- 5. We will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between you and the garage / repairer.
- 6. When a hire car, taxi, hotel or similar benefit is arranged under this RAC Breakdown Cover, we will always try to find a suitable option that is available at the time, however:
  - a) we are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b) for hire cars, whilst reputable companies are used, we are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
- 7. If, following a breakdown, the vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in our reasonable opinion that would lead to additional costs being incurred, we reserve the right to refuse to provide cover under Section D3 (Onward travel in Europe) or Section D4 (Getting your vehicle home);
- 8. If the breakdown or is involved in a road traffic collision is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the vehicle's motor insurer;
- 9. In handling breakdown call-outs there may be more than one option available to you under this RAC Breakdown Cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with you, and act reasonably at all times;
- 10. This RAC Breakdown Cover does not cover:
  - a) vehicle storage charges, other than under Section D4;
  - b) call-outs if you are not carrying a serviceable spare tyre provided by the manufacturer;
  - c) the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
  - d) overloading of a vehicle under the laws in any country in which the vehicle is travelling;
  - e) breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

## General Conditions

The following conditions apply to all sections of this RAC Breakdown Cover. If you do not comply we can refuse cover and/or cancel your RAC Breakdown Cover.

1. You must request services directly from us, as we will only provide cover if we make arrangements to help you.
2. Where the breakdown is caused by a component failure this must stop the vehicle from working, so for example an air-conditioning failure in itself does not constitute a breakdown, and the illumination of a warning light does not always constitute a breakdown. If it does not, you will need to take your vehicle to a place of repair and your RAC Breakdown Cover will not cover this.
3. We will not cover any claim where the vehicle is already at a garage or other place of repair.
4. Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the vehicle, or to correct an attempted repair by someone else, we will not provide cover.
5. A driver must be with the vehicle when we attend.
6. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a vehicle. We will not be responsible for any loss of or damage to them.
7. Where we recover passengers under the age of 16, they must be accompanied by an adult.
8. We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the vehicle at the driver's own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport any livestock. We will not be responsible for any costs relating to animals.
9. The vehicle must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
10. Where we provide a repair to the vehicle, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility.

11. We will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this RAC Breakdown Cover. For example, we will not pay for any loss of earnings or missed appointments.
12. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
13. During extreme weather, riots, war, civil unrest, industrial disputes, our services can be interrupted. We will resume our service to you as soon as we can in these circumstances.
14. The cost of the following is not covered by this RAC Breakdown Cover:
  - a) specialist equipment;
  - b) tolls, ferries or congestion charges for the vehicle and our vehicle;
  - c) any damage to glass even if the damage means the vehicle cannot be legally or safely driven. We will arrange transport to a local garage so you can arrange to get the vehicle fixed but you will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them; or
  - e) recovery by someone other than RAC even if this is requested by the emergency services.
  - f) we will only provide recovery once instructed to do so by the emergency services.
15. In handling any claim there may be more than one option available to the driver under this RAC Breakdown Cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with the driver, and act reasonably at all times.
16. The vehicle must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work.
17. This RAC Breakdown Cover does not cover:
  - a) routine servicing, maintenance or assembly of the vehicle;
  - b) caravan or trailers, except as described under Section A;
- c) use of your vehicle for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
- d) breakdowns resulting from activities that are not subject to the normal rules of the road or which take place off the public highway for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events. 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 be covered;
- e) breakdowns that occur off the public highway to which the driver or we have no legal access;
- f) the vehicle if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
- g) vehicles that are not in a roadworthy condition. If we consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, we can refuse to provide service.
- h) If you can demonstrate that the vehicle is roadworthy we will provide service;
- i) any claim that is or may be affected by the influence of alcohol or drugs;
- j) any breakdown that is caused by or as a result of vehicle theft or fire; or
- k) any claim under this RAC Breakdown Cover where the breakdown was first reported to us under a different policy.
18. If the driver is asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and we will not be responsible for any errors or omissions.

## Additional Benefits

The following are provided at no additional charge:

### Service in the Republic of Ireland

If the vehicle has broken down in the Republic of Ireland, we will provide a Roadside attendance service only, as described under Section A (Roadside). If your home address is in Northern Ireland and you have purchased Section B (Recovery), we will recover the vehicle to your home, or to another destination in Northern Ireland if the distance is less.

### Urgent message relay

If the vehicle has broken down and the driver needs to get in touch with friends and family urgently, we will get a message to them.

### Replacement driver

If the driver becomes ill during a journey in the UK and no one within the party can drive the vehicle, we may be able to provide a replacement driver. This service is discretionary, and we will decide whether or not to provide this service.

### Technical and Maintenance Support

If you have any questions or require any support or advice on any technical or maintenance, from original battery specifications through to torque and wheel geometry specifications our helpline is available to you.

You can contact us Monday to Friday, 8am to 8pm (excluding Christmas Day) on 0330 159 1482.

### Additional services

We can provide additional services that are not included in your RAC Breakdown Cover but we will charge you for these, for example to:

1. Purchase the parts you need to get on your way;
2. Pay for specialist equipment to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

If you need extra help, we will agree the costs up front and will need full payment before we can help. If you took out the RAC Breakdown Cover, you will be responsible for any additional charges so if we help someone under your RAC Breakdown Cover and they

cannot pay, we will invoice you. This is why we request proof of identity at the breakdown.

## Cancellation of your RAC Breakdown Cover

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

## Misuse of RAC Breakdown Cover

Each driver must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade us into a dishonest or illegal act;
3. Omit to tell us important facts about a breakdown in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, we may:

1. Restrict the cover available to you at the next renewal;
2. Restrict the payment methods available to you;
3. Refuse to provide any services to you under this RAC Breakdown Cover with immediate effect;
4. Immediately cancel this RAC Breakdown Cover; and
5. Refuse to sell any RAC Breakdown Cover or services to you in the future.

We may also take any of the additional steps as set out above if any claim is found to be fraudulent in any way, and the RAC Breakdown Cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited. We will notify you in writing if we decide to take any of the above steps.

## Renewal of RAC Breakdown Cover

A new RAC Breakdown Cover may be issued when you renew your existing associated motor insurance policy.

## Changes to your details

You must let Hagerty International Ltd know immediately if you need to change anything on your RAC Breakdown Cover.

Hagerty International Ltd can be contacted by phone or post. Please see Contact Information.

If you change your vehicle you must call Hagerty International Ltd to update your details. If you do not, you may not be covered.

We will not change your RAC Breakdown Cover into someone else's name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and others on your RAC Breakdown Cover will no longer be covered by us.

All communications from Hagerty International Ltd or us shall be deemed duly received if sent to your last known address.

## Complaints

We are committed to providing excellent service. However, we realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with our services relating to this RAC Breakdown Cover such as services at or following a breakdown, or the included benefits please contact us as follows:

	PHONE	IN WRITING
BREAKDOWN RELATED COMPLAINTS	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
SALES AND ADMINISTRATION COMPLAINTS	0333 323 1138	Hagerty International Ltd The Arch Barn Pury Hill Farm Alderton Towcester Northamptonshire NN12 7TB

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.



## Financial Ombudsman Service

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	PHONE	IN WRITING
	0800 023 4567 OR  0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR  <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>  <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>
The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us.		
Using this complaints procedure will not affect your legal rights.		

## Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

The cover provided by RAC Motoring Services under this RAC Breakdown Cover is not covered by the FSCS.

## Law

The parties are free to choose the law applicable to this RAC Breakdown Cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this RAC Breakdown Cover and the schedule and other information relating to this contract will be in English.

## Your Data

### Data protection statement

This section provides a short summary of how we collect and use your data. Please refer to our website at [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) for full details of how we use your data. Alternatively, you can obtain a copy of the Privacy Policy by using the contact details below.

What is your data?

There are three types of data we hold about you:

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

How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when you purchase this RAC Breakdown Cover, contact us through social media or make a claim under your RAC Breakdown Cover. We will always need to collect, store and use information about you to be able to provide you with your RAC Breakdown Cover.

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

How we will use your data

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

Your rights

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

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





**HAGERTY**<sup>®</sup>  
CLASSIC CAR INSURANCE

**0333 323 0989**

Hagerty International Limited  
The Arch Barn, Pury Hill Farm  
Alderton, Towcester, Northants NN12 7TB

For training and quality purposes, telephone calls may be monitored or recorded.  
Hagerty International Limited is authorised and regulated by the Financial Conduct Authority.

RAC Motoring Services.

Registered Office RAC House, Brockhurst Crescent, Walsall WS5 4AW. Registered in England Number 01424399  
Authorised and regulated by the Financial Conduct Authority.

RAC Insurance Limited.

Registered Office RAC House, Brockhurst Crescent, Walsall WS5 4AW. Registered in England Number 2355834  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the  
Prudential Regulation Authority.