

Please read and keep safe

# Private Car Policy

(powerpoint & e-Services)

## **Important**

Please report all incidents to us immediately on **0800 678 999** so we can tell you what to do next and help resolve any claim.

For general queries or to make changes to your policy, please contact your insurance adviser.



# PRIVATE CAR FROM AVIVA

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## KEY



These boxes highlight information we want to particularly draw your attention to



These boxes give you additional helpful information

These boxes highlight what your policy does not cover

## YOUR AVIVA POLICY

Thankyou for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your schedule for confirmation of the level of cover **you** have chosen. **You** now have access to a great package of benefits and **our** motor claims service.

This policy booklet forms part of your legal contract with **us** and explains exactly what cover is provided. Your schedule shows the level of cover **you** have chosen.



### Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to and renew your policy.

## Our administration fees

**We** charge administration fees under certain circumstances as show below:

| I want to....  | Fee     |
|--|---------|
| Cancel within the 14 day cooling off period (before cover has started) | No fee  |
| Cancel after the 14 day cooling off period has ended                   | £25.00* |
| Make a change to my policy   | £10.00* |

\*plus Insurance Premium Tax at the appropriate rate.

## The contract of insurance

The following elements form the contract of insurance between the **policyholder** (who acts on behalf of himself/herself and each **person insured**) and **us**:

Please read them and keep them in a safe place.

- your policy booklet (and any changes **we** tell **you** about at renewal);
- information contained on your application and/or statement of fact document as issued by **us**;
- your schedule – including any clauses (changes to the terms in this policy booklet) shown on it;
- **certificate of motor insurance**;
- Information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy.

Each renewal of the policy represents a new contract of insurance. In return for payment of the premium we will insure **you** in the event of an incident listed in this policy booklet, provided **you** comply with the terms.

### 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 your insurance adviser.

### 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 remain in force and **you** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

### Use of language

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

### Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection telephone calls may be recorded and/or monitored.

### 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, the 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.

### Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

### Optional extras

- Private Car Gold
- Enhanced Courtesy Car

## YOUR AVIVA POLICY continued



These optional extras are available subject to the payment of additional premiums. Please contact your insurance adviser who will talk **you** through the detail.

If **you** have purchased optional extras with this policy, a refund may not be available on those optional extras unless your insurance has not commenced, or **you** remove these or cancel within the 14 day statutory cancellation period.

## NEED TO MAKE A CLAIM?

If there is an incident involving **your car**, please call **us** immediately on **0800 678 999**. Help is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

It's important that all incidents are reported to **us** immediately on **0800 678 999**. **You** do not have to make a claim, but **we** need to know the circumstances, regardless of who is responsible for the incident.



Put the motor claims helpline number, **0800 678 999**, in your mobile phone when **you** take out your policy, so **you** will have the number to hand should **you** need it.

An Incident Manager will record the details and advise **you** as to how **we** can help, as well as all the steps involved in the process of making a claim and any excess **you** would have to pay.

If **you** are involved in an incident, telephone **our** motor claims helpline and if the incident is covered under your policy, **we** will arrange for:

- **your car** to be recovered;
- a safe passage home or completion of **your car** journey for **you** and your passengers.

If the incident isn't covered **we** can still arrange help for **you**, but **we** will have to make a charge for this.

If **you** have purchased Private Car Gold cover, as shown on your schedule, and **you** need help in the event that **your car** has broken down, please call **our** motor claims helpline on **0800 678 999** and the **RAC** will arrange to be with **you** as soon as possible.



By reporting to **us** quickly, **we** will:

- manage your claim for **you**;
- manage costs to keep them as low as possible and keep your premiums down;
- if there is another person involved in the incident, we will attempt to speak to them immediately and potentially stop them from making an expensive or false claim against **you**.

If **you** are involved in any incident with a Third Party, please obtain their name, address, contact telephone number and vehicle registration number as this will help **us** to deal with your claim more efficiently.

If **you** are contacted from another party about your claim, please redirect them to **us** and **we** will handle it on your behalf.

If **you** can have **your car** registration number to hand when telephoning **our** motor claims helpline, this will enable **us** to identify your policy quickly and get the help **you** need as soon as possible.

## DEFINITIONS

### Approved repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your car**.

### Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the Road Traffic Acts to use **your car** on a road or other public place. It shows who can drive **your car** and what it can be used for. The certificate of motor insurance does not show the cover provided.

### Fire

Fire, self-ignition, lightning and explosion.

### Market value

The cost of replacing **your car** with one of the same make, model, specification and condition.

### Period of insurance

The period of time covered by this policy, as shown on your schedule or until cancelled. Each renewal represents the start of a new period of insurance.

### Person insured

Person(s) other than the **policyholder**, nominated by **you** to drive **your car**, providing they are permitted to drive as shown on your **certificate of motor insurance**.

### Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain\*, Sweden and Switzerland (including Liechtenstein).

\*When driving **your car** in Spain, Section 12 - Continental Breakdown and Accident Recovery, provided by the **RAC**, does not cover Ceuta or Melilla.

### Theft

Theft, attempted theft or taking **your car** without your consent.

### We, us, our

Aviva Insurance Limited and any representative appointed by us to act on our behalf, except where otherwise shown for any policy section.

### You, the insured, policyholder

The policyholder named on your schedule.

### Your car

Any motor vehicle described on your schedule and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered to **you** in accordance with the Road Traffic Acts and remains effective.

Any motor vehicle loaned to **you** or any **person insured**, shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy (applicable to Comprehensive cover only).

Any motor vehicle loaned to **you** or a **person insured**, shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while **your car** is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

### Your partner

Your husband, wife, domestic or civil partner, living at the same address as **you** and sharing financial responsibilities. This does not include any business partners or associates.

## SECTION 1 – LOSS OF OR DAMAGE TO YOUR CAR

### Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** will:

- repair **your car** unless **you** notify **us** that **you** want **us** to pay someone else to repair it; or
- pay **you** a cash amount equal to the loss or damage.

The same cover applies to accessories, spare parts and components for **your car** while these are in or on **your car** or while in your private garage.

**We** may use parts or accessories not supplied by the original manufacturer.



Accessories are the parts of **your car** which are not directly related to how it works as a car. For example, in-built satnavs, cameras, comms kit or roof-racks. **You** can only claim for accessories under this section.

The most **we** will pay is the **market value** of **your car**.

### Vehicle recovery in the event of an accident or fire or theft

Following an incident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man please ring **our** motor claims helpline, **0800 678 999**, and **we** will arrange to get **your car** to one of **our approved repairers**.

**We** will also arrange transport home, or completion of the journey, for the driver of **your car** and any passengers.



#### What if I want to use a garage of my choice?

**We** can arrange for **your car** to be taken to a repairer of your choice if it is closer than **our** nearest **approved repairer**. This may lead to delays in arranging the repairs. **We** will not be able to provide **you** with a courtesy car.

### New car replacement

**We** will replace **your car** with one of the same make, model and specification (providing one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, **you** or **your partner** are the first registered keepers, or are the second registered keepers, where it was pre-registered and the mileage was less than 250 miles at the time of purchase) and within 12 months of buying it from new:

- any repair cost or damage in respect of any one claim is more than 60% of **your car's** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man list price (including car tax and VAT); or
- it is stolen and not recovered.

**We** will only replace **your car** if **you** or **your partner**:

- purchased it outright; or
- under a finance agreement where ownership passes to **you** or **your partner** and the Financing Company agrees.

## SECTION 1 – LOSS OF OR DAMAGE TO YOUR CAR continued



### Important Note:

New car replacement does not extend to cars sold as 'ex-demonstrators' or 'nearly new'.

If the qualifying criteria set out above are not met, or **you** do not wish **us** to replace **your car** with a new car of the same make, model and specification, the most **we** will pay will be the **market value of your car** at the time of loss or damage.

### Child seat cover

If child seats are fitted in **your car** and **you** make a claim under this section, **we** will pay the costs to replace them even if there is no apparent damage.

### Repair Guarantee

**We** will provide a lifetime guarantee on repair quality carried out on **your car** by **our approved repairer** for as long as **you** continuously insure **your car** with **us**. If **you** no longer insure **your car** with **us**, **we** will continue to guarantee the repair quality carried out on **your car** by **our approved repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **your car** if greater than three years. Repair quality means bodywork repairs, paint repairs and workmanship which is the work carried out by skilled technicians. All parts fitted to **your car** by **our approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

#### Exclusion to Repair Guarantee

**We** will not pay for damage under the Repair Guarantee arising from deterioration and wear and tear or parts and component failures.

### Excesses

An excess is the amount **you** will have to pay towards any claim.

- **Your** schedule will show any excesses **you** will have to pay towards any claim.
- An excess will apply to most claims.
- An additional accidental damage excess of £300 will apply if the driver of **your car** is aged 17 to 20.
- An additional accidental damage excess of £200 will apply if the driver of **your car** is aged 21 to 24.
- If **you** are hit by an uninsured driver and provide **us** with the other driver's name, contact details and vehicle registration number, **we** will refund any excess **you** have paid.



#### What if my car is on finance?

If **we** know that **your car** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- Where **your car** is on finance and the agreement allows **you** to own or purchase the car, any difference between what **we** pay the finance company and the **market value** will be paid to **you**.
- Where **your car** is not or cannot be owned by **you** under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy, **you** will still be responsible for paying this.

The most **we** will pay is the **market value of your car**.



## SECTION 1 – LOSS OF OR DAMAGE TO YOUR CAR continued

### Courtesy and hire cars

The courtesy or hire car supplied is not intended to be an exact replacement for **your car** and cannot be provided until your claim has been accepted and cover has been confirmed. Only persons named on your **certificate of motor insurance** as being entitled to drive the car that the courtesy or hire car replaces are covered (subject to the terms and conditions of the car provider).

The length of time a courtesy or hire car is provided depends on whether **your car** is being repaired or not.

- If **your car** is being repaired by **our approved repairer**, a courtesy car will be provided for the duration of the repairs.
- If **your car** cannot be repaired or it is stolen, a hire car will be provided for up to 14 days, or until **you** receive your settlement (whichever is earliest).



#### What type of courtesy or hire car will I be provided with?

|  |   |
|--|---|
| Standard courtesy or hire car  | A small three door hatchback car with an engine size of 1 litre |
| Enhanced courtesy car (if this optional cover is shown on your schedule) | A five-door car with an engine size of 1.6 litres               |



#### Important note

- If the repairer chosen is not one of **our approved repairers**, a courtesy car will not be provided.
- A courtesy car will not be provided if **you** are making a claim solely under Section 8 – Glass.
- If **your car** is immobile or unroadworthy, **we** aim to provide a courtesy or hire car within one working day. If an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy or hire car until the following normal working day.
- Automatic courtesy or hire cars can be supplied, providing the car being repaired, is an automatic.
- **We** will not be responsible for the cost of fuel used; collection and delivery charges; any charges for fitting ancillary items such as roof boxes; any excess which would have applied to **your car** which is temporarily replaced; or any charges and costs where the courtesy or hire car is not returned by the end of the maximum benefit period provided by this policy.
- Courtesy and hire cars supplied under this section will be of standard type and will not include specialised vans such as pick-up trucks, tippers or refrigerated vans, any provision for towing, or any trailers or caravans.
- The courtesy or hire car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.
- **We** do not provide a courtesy or hire car outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## SECTION 1 – LOSS OF OR DAMAGE TO YOUR CAR continued

### Exclusions to Section 1

What **we** won't pay for:

- (1) Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- (2) Loss of damage arising from **theft** while:
  - **your car's** ignition keys (including any device or code used to secure, gain access to or to enable **your car** to be driven) have been left in or on **your car**; or
  - **your car** has been left unattended with the engine running.
- (3) Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (4) Where **your car** is equipped for the cooking or heating of food or drink, loss of damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.

## SECTION 2 – YOUR LIABILITY

Provides the necessary legal cover for **you** and all **persons insured**, to drive or use **your car** in the **territorial limits** and meets the requirements of the Road Traffic Acts and the laws of compulsory insurance for motor vehicles.

**You** are covered against all amounts which may have to be paid as a result of being legally liable for an incident, involving **your car**, resulting in:

- another person's death or injury;
- damage to another person's property up to a maximum amount of £20,000,000 plus a maximum amount of £5,000,000 to cover any claimant's costs and expenses and any other costs and expenses incurred with **our** written consent in relation to that person's property by:
  - **your car**, including loading and unloading;
  - any trailer while it is being towed by **your car**.



### Important note

If **your car** is carrying any of these high category hazardous goods or being used or driven at any of these hazardous locations, the amount **we** will pay for damage to another person's property will be limited to £1,200,000 or such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

#### High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes:

1: Explosives; 5.2: Organic peroxides; 6.1: Toxic substances; 6.2: Infectious substances;  
7: Radioactive materials.

#### Hazardous Locations

Power stations; Nuclear installations or establishments; Refineries, bulk storage or production premises in the oil, gas or chemical industries; Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries; Ministry of Defence premises; Military bases; Rail trackside; Any other rail property to which the public do not have lawful access.

## SECTION 2 – YOUR LIABILITY continued

### Emergency treatment

**We** will reimburse any person using **your car** for payments made under the Road Traffic Acts for emergency medical treatment.

### Legal costs

**We** will pay the legal costs of any legal representative **we** agree to, to defend **you** or any **person insured** at a coroner's inquest or fatal accident inquiry or in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation following an incident covered by this section. This cover does not extend to a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence) or appeals.

### Liability of other persons driving or using your car

Cover under this section will also apply on the same basis for the following persons:

- Any person given permission by **you** to drive **your car** provided that your **certificate of motor insurance** allows that person to drive **your car**.
- Any person given permission by **you** to use (but not drive) **your car**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your car**.
- The employer or business partner of the person using any vehicle for which cover is provided under this section while the vehicle is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if the vehicle belongs to or is hired by such employer or business partner;
  - **the insured** is a corporate body or firm.

### Duty of care – driving at work, legal costs

**We** will pay:

- your legal fees and expenses incurred with **our** written consent for defending proceedings including appeals;
- costs of prosecution awarded against the defendant arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc. Act 1974 – Covered up to £100,000;
  - Health and Safety at Work (Northern Ireland) Order 1978 – Covered up to £100,000;
  - Corporate Manslaughter and Corporate Homicide Act 2007 – Costs covered are unlimited.

**We** will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business;
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you**, of any motor vehicle or drawbar trailer or semi-trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
- (3) in respect of proceedings which result from any deliberate act or omission by **you** or any **person insured**.

## SECTION 2 – YOUR LIABILITY continued

### Driving other cars

We will insure **you** while driving any other car (as long as **you** don't own it, or it is not being hired to **you** under a hire purchase agreement or any other finance agreement) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- **you** are driving the car with the owner's express consent;
- **you** still have **your car** which has not been damaged beyond cost effective repair;
- **you** are aged 25 or above at the start of your **period of insurance**;
- your **certificate of motor insurance** indicates that **you** can drive other cars.



#### Important note

The cover provided is for **you** while driving any other car and is for Third Party Only and does not cover loss of or damage to the car being driven.

### Exclusions to Section 2

We will not pay for:

- (1) anything which **you** or any **person insured** can claim for under another policy;
- (2) the death of, or injury to any employee of **you** or any **person insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts;
- (3) loss of or damage to property that:
  - (a) belongs to or is in the care of **you** or any **person insured** who claims under this section, or
  - (b) is being carried in **your car**;
- (4) damage to **your car** covered by this section;
- (5) loss, damage, death or injury while **your car** is being used on:
  - (a) that part of an aerodrome or airport used for aircraft taking off or landing;
  - (b) aircraft parking areas including service roads;
  - (c) ground equipment parking areas; or
  - (d) any parts of passenger terminals within the Customs examination area;unless **we** must provide cover under the Road Traffic Acts.
- (6) 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.

## SECTION 2 – YOUR LIABILITY continued

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

In respect of 6(a) and (b), where **we** must provide cover under the Road Traffic Acts, the maximum amount **we** will pay for damage to property as a result of any incident or incidents caused by **your car** or any vehicle or vehicles driven or used by **you** or any **person insured** for which cover is provided under this section, will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

(7) loss, damage, death or injury directly caused by pollution or contamination unless caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the Road Traffic Acts.

For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

(8) death or injury of any person caused by:

- (a) food poisoning; or
- (b) anything harmful contained in goods supplied; or
- (c) any harmful or incorrect treatment given at or from **your car** or any motor vehicle covered by this section.

## SECTION 3 – INJURY TO YOU OR YOUR PARTNER

If **you** or **your partner** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of **your car** and/or;
- travelling in, getting in to or out of any other motor vehicle, not belonging to **you** or **your partner**, or hired to **you** or **your partner** under a hire purchase agreement.

**we** will pay **you** or **your partner** a maximum amount of £2,500 if, within three months of the incident, the injury is the sole cause of:

- death; or
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears; or
- loss of any limb, which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

The maximum amount **we** will pay **you** or **your partner** during any one **period of insurance** is £5,000.

If **you** or **your partner** have any other policies with **us** in respect of any other motor vehicles, the injured person will only be able to claim these benefits under one policy.



If **you** have purchased Private Car Gold as shown on your schedule, the maximum amount under this section is increased to £10,000.

The maximum amount **we** will pay **you** or **your partner** during any one **period of insurance** is increased to £20,000.

All other terms and the exclusion applicable to this section continue to apply.

## SECTION 3 – INJURY TO YOU OR YOUR PARTNER continued

### Exclusion to Section 3

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

## SECTION 4 – MEDICAL EXPENSES

If **you** or any passengers in **your car** are injured as a direct result of **your car** being involved in an incident, **we** will pay for the medical expenses arising in connection with that incident.

The maximum amount **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.



If **you** have purchased Private Car Gold as shown on your schedule, the maximum amount **we** will pay for each injured person is increased to £500.

All other terms applicable to this section continue to apply.

## SECTION 5 – PERSONAL BELONGINGS

**We** will pay **you** (or at your request, the owner) for loss of or damage to personal belongings caused by **fire**, **theft** or accidental means while the personal belongings are in or on **your car**.

The maximum amount **we** will pay for any one incident is £150.



As well as the personal belongings in **your car**, this section also covers portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your car**. **You** can only claim for personal belongings under this section.

If **you** have purchased Private Car Gold as shown on your schedule, the maximum amount **we** will pay for any one incident is increased to £300.

All other terms and exclusions applicable to this section continue to apply.



### Important note

A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

### Exclusions to Section 5

**We** will not pay for:

- (1) money, stamps, tickets, documents or securities (such as share and premium bond certificates);
- (2) goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business.

## SECTION 6 – VEHICLE RECOVERY IN THE EVENT OF ILLNESS

If the permitted driver of **your car** as shown on your **certificate of motor insurance** is taken seriously ill, requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your car** to your home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service.

A claim solely under this section will not affect your no claim discount.

## SECTION 6 – VEHICLE RECOVERY IN THE EVENT OF ILLNESS continued

### Exclusions to Section 6

We will not pay for:

- (1) any incident which occurs outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- (2) any incident where **your car** is within a quarter of a mile of your home address or place where **your car** is usually kept;
- (3) any incident where **your car** is disabled, has suffered mechanical or electrical breakdown or failure or is unroadworthy;
- (4) any incident directly caused by, or due to, the effects of alcohol and/or drugs;
- (5) any incident unless a medical certificate is produced prior to the provision of this service.

## SECTION 7 – NO CLAIM DISCOUNT

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale outlined within this policy section.

Where a claim has been made, **we** may reduce your no claim discount in line with the scale outlined within this policy section.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** can recover all sums **we** have paid from those responsible, except where:

- the accident was the fault of an uninsured driver and **you** have provided **us** with:
  - the other vehicle's registration number, and
  - the other vehicle's driver's name and contact details, or
- **you** have protected your no claim discount as shown on your schedule.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount. Once **our** investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will reinstate your no claim discount and refund any extra premium **you** have paid.

**We** do not grant no claim discount for policies running for less than 12 months. If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.



**We** will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the Road Traffic Acts as provided within Section 2 – Your liability;
- recovery of **your car** in the event of illness as provided under Section 6 – Vehicle recovery in the event of illness;
- repairing or replacing glass in **your car's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 8 – Glass;
- replacing locks, alarms or immobilisers following your ignition keys (including any device or code used to secure, gain access to or enable **your car** to be started and driven) being lost or stolen as provided under Section 10 – Replacement locks.

## SECTION 7 – NO CLAIM DISCOUNT continued

Third Parties may claim directly against **us** as insurer in the event an accident, involving **your car** as permitted under the European Communities (Rights Against Insurers) regulations 2002. In these circumstances **we** deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.



| Your NCD now | Number of claims made in period of insurance | Your NCD from next renewal  |                            |
|--------------|--|-----------------------------|----------------------------|
|              |  | If you'd protected it       | If you hadn't protected it |
| 1 or 2 years | 1 or more                                    | Protection not available    | 0 years                    |
| 3 years      | 1  | Protection not available    | 1 year                     |
|              | 2  | Protection not available    | 0 years                    |
|              | 3 or more                                    | Protection not available    | 0 years                    |
| 4 years      | 1  | 4 years (protected)         | 2 years                    |
|              | 2  | 2 years                     | 0 years                    |
|              | 3 or more                                    | 0 years                     | 0 years                    |
| 5 years      | 1  | 5 or more years (protected) | 3 years                    |
|              | 2  | 5 years (not protected)     | 1 years                    |
|              | 3  | 3 years                     | 0 years                    |
|              | 4  | 1 year                      | 0 years                    |
|              | 5 or more                                    | 0 years                     | 0 years                    |

## SECTION 8 – GLASS

**We** will pay for the replacement or repair of the glass in **your car's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your car** suffers scratching arising solely from the breakage of glass. The most **we** will pay will be the **market value** of **your car** at the time of the loss or damage. **We** may use suitable parts not supplied by the original manufacturer.

A claim solely under this section will not affect your no claim discount.



### Important note

**You** must telephone **our** motor claims helpline on **0800 678 999**, before any work is carried out. **We** will direct **you** to **our approved repairer**.

**You** will have to pay the first £75 of the cost of glass replacement. If the glass is repaired rather than replaced the excess will not apply.

A courtesy car will not be provided if **you** are making a claim solely under this section.

## SECTION 9 – CONTINENTAL USE

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union; or
- any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of the EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.



## SECTION 9 – CONTINENTAL USE continued

In addition to this minimum cover, this policy provides the cover shown on your schedule in any country in the **territorial limits**, subject to:

- **your car** normally being kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; or
- use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

### Cover includes:

- transit between the countries listed in this section (including transit to and from the **territorial limits**);
- reimbursement of any customs duty which may be payable on **your car** after its temporary importation into any country listed in this section, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under Section 1 – Loss of or damage to your car;
- general Average contributions, Salvage, Sue and labour charges while **your car** is being transported by sea between any countries listed in this section (including transportation to and from the **territorial limits**) provided that loss of or damage to **your car** is covered under Section 1 – Loss of or damage to your car.



### Important note

All countries covered under this section have agreed that a Green Card is not necessary for travel within the **territorial limits**. Your **certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

There is no cover for countries outside the **territorial limits**. We may, however, be prepared to extend cover to certain places by special request, in which case we will provide you with a Green Card and an additional premium will be required.

## SECTION 10 – REPLACEMENT LOCKS

If your ignition keys including any device or code used to secure, gain access to or enable **your car** to be started and driven are lost or stolen we will pay the cost to replace the affected locks, transmitters, central locking interface and any affected parts of the alarm and/or immobiliser.

The most we will pay will be the **market value** of **your car** at the time of the loss.

Your no claim discount will not be affected and no excess applies when making a claim solely under this section.



### Important note

In the event of any claim under this section, the courtesy and hire car benefits in Section 1 – Loss of or damage to **your car**, will be applicable.

Your no claim discount will not be affected, and no excess applies when claiming solely under this section.

## SECTION 11 – SUSPENDING COVER

Where **we** are informed that **your car** will be out of use for a continuous period of 28 days or more, and this is not the result of any loss or damage covered by this policy, all cover provided by this policy will be of no effect other than Section 1 – Loss of or damage to your car, provided **your car** is kept in a locked private garage.

**We** may refund part of your premium for the laid-up period, **we** will pay any refund when cover begins again. A refund of premium is not allowable under a policy where:

- the total period of cover is less than 12 months.

### Exclusions to Section 11

What **we** won't pay for:

- (1) Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or tyre damage caused by braking, punctures, cuts or bursts.
- (2) Loss of damage arising from **theft** while:
  - **your car's** ignition keys (including any device or code used to secure, gain access to or to enable **your car** to be driven) have been left in or on **your car**; or
  - **your car** has been left unattended with the engine running.
- (3) Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (4) Where **your car** is equipped for the cooking or heating of food or drink, loss of damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY (EUROPEAN MOTORING ASSISTANCE)

If **you** have Comprehensive cover, as shown on your schedule, **you** automatically receive European Motoring Assistance, provided and underwritten by the **RAC**.

European Motoring Assistance covers **you, your car** and any **person insured** as per the details shown on your current **certificate of motor insurance**.

Cover only extends to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man if **your car breaks down** and **you** are on your outward journey to the point of departure or on the inward journey to or from **Europe**. The **RAC** may ask for proof of your departure and/or return date.

If **you** require motor breakdown cover in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, where trips to **Europe** are not involved, please speak to your insurance adviser.

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY (EUROPEAN MOTORING ASSISTANCE) *continued*

### How to get help

These are the numbers that **you** will need:

|   |   |
|---|---|
| <p><b>Broken down</b> in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man on your outward journey to the point of departure or on the inward journey to or from <b>Europe</b>, or if the only qualified drivers are medically unfit to drive <b>your car</b></p>  | <p><b>Telephone: 0800 678 999</b><br/>(lines open 24 hours a day, seven days a week)</p>  |
| <p><b>Broken down in Europe</b><br/>Calling from <b>Europe</b><br/>Calling from a French landline<br/>Calling from the Republic of Ireland</p>  | <p><b>Telephone: 00 33 472 43 52 55</b><br/><b>Telephone: 0800 290 112</b><br/><b>Telephone: 1800 535 005</b></p>   |
| <p>Bringing <b>your car</b> back to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after a <b>breakdown in Europe</b></p>   | <p><b>Telephone: 0330 159 0342</b><br/>(lines open 9am – 5pm, Monday to Friday)</p>   |
| <p>Claim Form Requests from Great Britain, Northern Ireland, the Channel Islands and the Isle of Man</p>  | <p><b>Telephone: 0330 159 0337</b><br/>(lines open 9am – 5pm, Monday to Friday)</p>   |
| <p>Reimbursement<br/>Under some sections, <b>you</b> may need to pay for the service up front and <b>claim</b> this back from the <b>RAC</b>. To do so, please visit.</p> <p>If <b>you</b> have any queries, please contact Breakdown Customer Care.</p> <p>Please send your completed claim form with proof of payment (such as a receipt) to Customer Services.</p> <p>The <b>RAC</b> may ask <b>you</b> to supply original documents.</p>                | <p><a href="http://www.rac.co.uk/reimbursementclaimform">www.rac.co.uk/reimbursementclaimform</a></p> <p><b>Telephone: 0330 159 0337</b><br/>(lines open 9am – 5pm, Monday to Friday)</p> <p>Breakdown Customer Care<br/>RAC Motoring Services Limited<br/>Great Park Road<br/>Bradley Stoke<br/>Bristol<br/>BS32 4QN</p> |
| <p>Hearing assistance</p>   | <p>Telephone prefix 18001 to access Tynetalk or text the <b>RAC</b> on <b>07855 828282</b><br/>(available 24 hours a day, seven days a week)</p>  |
| <p><b>Telephone costs and recording</b></p> <p>Please note that the <b>RAC</b> does not cover the costs of <b>you</b> making or receiving telephone calls. Roaming charges may apply when making or receiving calls in <b>Europe</b>, please check with your mobile phone provider for more information. It may not always be possible for the <b>RAC</b> to return a call to a mobile phone. Calls to the <b>RAC</b> may be monitored and/or recorded.</p> |   |

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY (EUROPEAN MOTORING ASSISTANCE) continued



### If your car breaks down, please provide the RAC with:

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

Please let the **RAC** know if **you** have called the **RAC** but manage to get going before the **RAC** arrive. The **RAC** will only provide cover if the **RAC** 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.



### Important note

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

## DEFINITIONS

For Section 12 – Continental Breakdown and Accident Recovery, unless stated otherwise, the definitions starting on page 6 of this policy booklet will apply, and in addition, wherever the following words appear in **bold**, they will have the meanings described below.

### **Breakdown/breaks down/broken down**

An event during the **period of insurance**, that stops **your car** 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 accident, **fire**, flood, **theft**, acts of vandalism, any **driver induced fault**, or any key related issue other than ignition keys locked in **your car**.

### **Call-out/claim**

Each separate request for service or benefit for cover under Section 12 – Continental Breakdown and Accident Recovery.

### **Caravan/trailer**

Any caravan or trailer that is less than:

- 3,500kg (3.5 tonnes) gross vehicle weight;
- 7.0m (23ft) long including a tow bar;
- 2.55 metres (8ft 4in) wide; and
- 3 metres (9ft 10in) high

### **Driver/their/they**

**You** or any authorised **named driver** of **your car**, as shown on your current **certificate of motor insurance**, at the time a **breakdown** occurs.

### **Driver induced fault**

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

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY (EUROPEAN MOTORING ASSISTANCE) *continued*

### Europe

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

### Home

Your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man where **you** live permanently.

### Passengers

The **driver** and passengers travelling in **your car** providing **you** are not exceeding the number of passengers stated in **your car's** registration document.

### RAC

- For European Motoring Services means RAC Insurance Limited;
- For Additional Services means RAC Motoring Services; and
- In each case any person employed or engaged to provide certain services on their behalf

### Specialist equipment

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

### Start date

The date that this European Motoring Assistance cover begins, or renews, as shown on your schedule.

### Your car

As defined on page 6 of this policy wording, providing that your car is less than:

- 3,500kg (3.5 tonnes) gross vehicle weight;
- 7.0m (23ft) long including a tow bar; and
- 2.55 metres (8ft 4in) wide.

## YOUR COVER

### Limits of cover

Cover under Section 12 – Continental Breakdown and Accident Recovery is subject to limits on:

- When a **claim** can be made:
  - (a) no **claim** is permitted if the **breakdown** occurred prior to **you** purchasing this policy;
  - (b) no **claim** is permitted within 24 hours of **you** purchasing this policy;
- The number of **claims** that can be made per **period of insurance** whether under a particular section, or as a whole, regardless of who makes the **claim**;
- The cover is subject to an aggregate overall limit of £2,500 per **call out** and three **call-outs** per **period of insurance**, limited to one **call-out** per journey and is subject to the further limits of cover in respect of each type of cover. Each journey is limited to a maximum of 90 days;
- The amounts that are covered for certain types of **claims** are set out within this Section 12 – Continental Breakdown and Accident Recovery.

## YOUR COVER continued

### Onward travel in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

If **your car breaks down** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and **you** are on your outward journey to the point of departure or on the inward journey, to or from **Europe**, the **RAC** will:

- Send help to repair **your car** at the roadside. This could be a permanent or temporary repair;
- If the **RAC** are unable to repair **your car** at the roadside, the **RAC** will recover **your car** and **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;
- If the **RAC** cannot fix **your car** by your planned departure date and **you** are within 24 hours of your planned departure date the **RAC** will arrange a hire car for the continuation of your journey up to 14 consecutive days;
- If the **RAC** recover **your car** to a garage, the **RAC** will reimburse **you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.



#### Important note

The **RAC** may ask for proof of your departure and/or return date

### Exclusions to Onward travel in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

- (1) The cost of any parts;
- (2) Requests following a road traffic collision, **fire** or **theft**;
- (3) The fitting of parts, including batteries, supplied by anyone other than the **RAC**;
- (4) Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
  - (a) the original fault has not been properly repaired; or
  - (b) any advice given by the **RAC** after a temporary repair has not been followed;
- (5) Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

### Caravans or trailers

If a **caravan** or **trailer breaks down** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man more than a quarter of a mile from your **home** and **you** are on your outward journey to the point of departure or on the inward journey, to or from **Europe**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

### Roadside assistance in Europe

If **your car breaks down** or is involved in a road traffic collision, **fire** or **theft** in **Europe** during a journey, the **RAC** will send help to either:

- Repair **your car** at the roadside. This could be a permanent or temporary repair; or
- If the **RAC** are unable to repair **your car** at the roadside, the **RAC** will:
  - (a) recover **your car** and **passengers** to a local garage for fault diagnosis on **your car** – by claiming under this section **you** are authorising the **RAC** and the garage to undertake fault diagnosis;
  - (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 **your car** can be repaired on the same day;

## YOUR COVER continued

- (d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
- (e) the **RAC** will also relay any urgent messages from the **driver** to a contact of **their** choice.

### Exclusions to Roadside assistance in Europe

- (1) Repair costs, including garage labour charges:
  - (a) if **your car** was in a road traffic collision, **fire** or **theft**; or
  - (b) if **your car** repair costs will be more than its market value.
- (2) The costs of any parts.

### Onward travel in Europe

If **your car breaks down** or is involved in a road traffic collision, **fire** or **theft** during a journey in **Europe** and the **RAC** establish that the repairs cannot be completed within 12 hours, the **RAC** will help the **driver** by making arrangements for the **passengers** to continue the journey. The **driver** can choose either:

- Alternative transport; or
- Additional accommodation expenses.

### Alternative transport under onward travel in Europe

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

### Hire car under onward travel in Europe

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

Up to the period shown under each section or until **your car** has been fixed if sooner.

- The **RAC** will arrange the hire of a small hatchback:
- If **you** are not eligible for a hire car arranged by the **RAC** 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 the **RAC** know before **you** hire a car, and then provided the **RAC** have agreed the cost, the **RAC** will reimburse **you** up to £35 per day;
- Where the **RAC** arrange a hire car the **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage, but **you** would still need to pay the insurance excess).

### Exclusions to Hire car under Onward travel in Europe

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

### Additional accommodation expenses under onward travel in Europe

The **RAC** 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**.

#### Exclusions to Additional accommodation expenses under onward travel in Europe

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

- (1) **Your car** has been repaired to a roadworthy condition; or
- (2) The decision to bring **your car home** is made by **us** or the **RAC**; or
- (3) The **RAC** establish that the repair costs to **your car** exceed its market value; or
- (4) The **driver** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with the **RAC** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

### Getting your passengers home

The **RAC** will provide alternative transport as above to get the **passengers** back **home** if:

- **Your car** is brought back **home** under 'Getting your car home'; or
- Once the **RAC** establish that the repair costs to **your car** exceed its market value under 'Getting your car home.'

### Getting your car home

If the **RAC** attend a **breakdown** or road traffic collision, **fire** or **theft** in **Europe** under 'Roadside assistance in Europe' and **your car** cannot be repaired before the **drivers** planned return to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the **RAC** will arrange and pay for:

- Recovery of **your car** to a single destination of the **driver's** choice within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; and
- Storage charges for **your car** whilst waiting for **your car** to be returned to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; or
- the cost of one person to travel to collect **your car** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day. If **your car** is repaired in **Europe**;
- the cost of the import duty, if the cost of repairing **your car** is greater than its market value as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision;
- Reimbursement for a hire car in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man once the **RAC** have brought **passengers home** under 'Onward Travel in Europe' until **your car** is brought back to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, up to £750 in total;

The **RAC** will take the **passengers** in **your car home** under 'Onward Travel in Europe'.

It is the **RAC's** decision whether to get **your broken-down car home** or have it repaired locally.

The **RAC** will follow **our** decision whether to get **your car home** or have it repaired locally following a road traffic collision, **fire** or **theft** covered by your motor insurance.



## YOUR COVER continued

### Exclusions to Getting your car home

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



### Important note

- Following authorisation by the **RAC**, it can take up to 14 working days for **your car** to be delivered back to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. At busy times and from some countries it may take longer.
- If the **RAC** do not bring **your car** back to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **you** will have ten weeks in which to advise the **RAC** of how **you** wish to recover or dispose of it. If **you** do not contact the **RAC** within ten weeks the **RAC** will dispose of it at your cost.

### Car break-in emergency repairs

If **your car** suffers damage to glass or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will reimburse **you**, up to £175 for:

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

### Exclusions to Car break-in emergency repairs

- (1) The cost of any parts; or
- (2) Any other benefits covered by Section 12 – Continental breakdown and accident recovery; and
- (3) Any **claim** that has not been reported to the police and not supported by a written police report.

### Replacement driver

Although this is not covered as a **breakdown** under Section 12 – Continental breakdown and accident recovery, if the **driver** suddenly or unexpectedly falls ill during the journey in **Europe**, meaning **they** are unable to drive, the **RAC** will provide a replacement driver to allow the journey to continue or return **home**. The **RAC** will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

## YOUR COVER continued

### Exclusions to Replacement driver

- (1) If there is another qualified driver who is a **passenger** and who is fit and legally able to drive **your car**.
- (2) Any other benefits covered by Section 12 – Continental breakdown and accident recovery.

### Included benefits

As well as the cover the **RAC** provide, RAC Motoring Services offer the following benefits at no additional charge to **you** and include:

- Urgent Message Relay; and
- Replacement Driver.

### Urgent message relay

If **your car** has **broken down** and the **driver** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

### Replacement driver

If the **driver** becomes ill during a journey in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and no one within the party can drive **your car**, the **RAC** may be able to provide a replacement driver. This service is discretionary, and the **RAC** will decide whether or not to provide this service.

### Additional services

RAC Motoring Services can provide additional services that are not included in Section 12 – Continental breakdown and accident recovery for an additional charge which will be agreed with **you** before service is provided:

- Extend the hire time for a replacement car;
- Attend a mis-fuel event.

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. **You** will be responsible for any additional charges so if the **RAC** helps an authorised additional driver under Section 12 – Continental breakdown and accident recovery and **they** cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY GENERAL CONDITIONS

The following General conditions, apply to the whole of Section 12 – Continental breakdown and accident recovery and are in addition to the General conditions listed towards the back of this policy wording:

- (1) The **RAC** will not cover any **call-out** for any repairs to **your car** 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 the **RAC** may pay the difference, subject to the limits as set out in this European Motoring Assistance cover;
- (3) **You** must make sure **your car** meets all relevant laws of the countries visited during a journey;

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY GENERAL CONDITIONS continued

- (4) How the exchange rate is calculated:
  - (a) Any costs incurred directly by the **RAC** in a currency other than Great British Pounds (GBP) will be converted to GBP at the exchange rate used at the time;
  - (b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
    - (i) at the exchange rate used by your credit or debit provider; or
    - (ii) at the exchange rate used by the **RAC** when your claim form is received if **you** paid in cash;
- (5) The **RAC** 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 European Motoring Assistance cover, the **RAC** will always try to find a suitable option that is available at the time, however:
  - (a) the **RAC** 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, the **RAC** are unable to and cannot be responsible for checking the condition of each car or the quality of service provided by each company;
- (7) If, following a **breakdown, your car** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in the reasonable opinion of the **RAC** that would lead to additional costs being incurred, the **RAC** reserve the right to refuse to provide cover under 'Onward travel in Europe' or 'Getting your car home';
- (8) If the **breakdown, road traffic collision, fire or theft** is caused by flooding brought about by adverse weather the **RAC** will only arrange for **your car** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to **us**;
- (9) In handling **breakdown call-outs** there may be more than one option available to you under this European Motoring Assistance. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in breakdown situations. In doing so the **RAC** will act in consultation with **you**, and act reasonably at all times;
- (10) This European Motoring Assistance does not cover:
  - (a) car storage charges, other than under 'Getting your car home';
  - (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 **your car** under the laws in any country in which **your car** is travelling;
  - (e) **breakdowns, road traffic collision, fire or thefts** caused by running out of oil or water, frost damage or rust or corrosion.

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY AND SECTION 13 – PRIVATE CAR GOLD RAC GENERAL CONDITIONS

The following General conditions, apply to the whole of Section 12 – Continental breakdown and accident recovery and the whole of Section 13 – Private Car Gold, providing **you** have opted to purchase this cover and details are shown on your schedule.

These are in addition to the Section 12 – General conditions and the General Conditions listed towards the back of this policy wording. If **you** do not comply the **RAC** can refuse cover:

- (1) **You** must request services directly from the **RAC**, as the **RAC** will only provide cover if the **RAC** make arrangements to help **you**.
- (2) Where the **breakdown** is caused by a component failure this must stop **your car** 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 car** to a place of repair, for which there is no cover.
- (3) The **RAC** will not cover any **claim** where **your car** is already at a garage or other place of repair.
- (4) Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing **your car**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
- (5) A **driver** must be with **your car** when the **RAC** attend.
- (6) **You** are responsible at all times for the care of your personal belongings that are in or on **your car**. The **RAC** will not be responsible for any loss of or damage to them.
- (7) Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
- (8) The **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in **your car** at the **driver's** own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** will not be responsible for any costs relating to animals.
- (9) **Your car** must not carry more passengers than the number stated in the car'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 the **RAC** provide a repair to **your car**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of **your car**. This remains your responsibility.
- (11) The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by your Continental breakdown and accident recovery or Private Car Gold cover. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
- (12) The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** 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, the **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.

## SECTION 12 – CONTINENTAL BREAKDOWN AND ACCIDENT RECOVERY AND SECTION 13 – PRIVATE CAR GOLD RAC GENERAL CONDITIONS continued

- (14) The cost of the following is not covered:
- (a) **specialist equipment**;
  - (b) ferry charges for **your car** and the **RAC's** vehicle;
  - (c) any damage to glass even if the damage means **your car** cannot be legally or safely driven. the **RAC** will arrange transport to a local garage so **you** can arrange to get **your car** fixed but **you** will have to pay for this;
  - (d) spare tyres and wheels and repairing or sourcing them;
  - (e) recovery by someone other than the **RAC** even if this is requested by the emergency services; or
  - (f) the **RAC** 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**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with the **driver**, and act reasonably at all times.
- (16) **Your car** 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/any business use other than hire and reward and/or courier services.
- (17) There is no cover for:
- (a) routine servicing, maintenance or assembly of **your car**;
  - (b) **caravan** or **trailers**, except as described under Roadside under Section 13 - Private Car Gold;
  - (c) **breakdowns** if **your car** is being used for business, including for example demonstrating, carrying trade plates, commercial travelling and hire and reward;
  - (d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, or other formal or informal race events;
  - (e) **breakdowns** that occur off the public highway to which the **driver** or the **RAC** have no legal access;
  - (f) **your car** if it is not legally taxed, insured and holding a valid MOT certificate which is required by law or is not being used in line with the manufacturer's guidelines;
  - (g) cars that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that **your car** is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If **you** can demonstrate that **your car** is roadworthy the **RAC** will provide service;
  - (h) any **claim** that is, or may be affected by the influence of alcohol or drugs;
  - (i) any **breakdown** that is caused by or as a result of **fire** or **theft**; or
  - (j) any **claim** where the **breakdown** was first reported to the **RAC** under a different policy.
- (18) If the **driver** is asked to review and approve a document recording the condition of **your car**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

## MISUSE OF BREAKDOWN ASSISTANCE COVER

**You** or any **named driver** must not:

- Behave inappropriately towards the **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade the **RAC** into a dishonest or illegal act;
- Omit to tell the **RAC** important facts about a **breakdown** in order to obtain a service;
- Provide false information in order to obtain a service;
- Knowingly allow someone that is not covered by your policy to try and obtain a service under any cover provided by the **RAC**;
- 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** or the **RAC** may:

- Decline the cover available to **you** at your next renewal;
- Restrict the payment methods available to **you**;
- Refuse to provide any services to **you** with immediate effect;
- Immediately cancel your cover.

The **RAC** 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 cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **You** will be notified in writing if **we** or the **RAC** decide to take any of the above steps.

## YOUR DATA – RAC DATA PROTECTION STATEMENT

This section provides a short summary of how the **RAC** collect and use your data. Please refer to the **RAC's** website at [rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy) for full details of how the **RAC** use your data. Alternatively, **you** can obtain a copy of the Privacy Policy by using the contact details below. The summary applies to the whole of Section 12 – Continental breakdown and accident recovery and the whole of Section 13 – Private Car Gold, providing **you** have opted to purchase this cover and details are shown on your schedule.

### What is your data?

There are three types of data **the RAC** hold about **you**:

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

## YOUR DATA – RAC DATA PROTECTION STATEMENT continued

### How the RAC obtain and collect your data

Your data may be collected in a number of different ways. For example, when **you** purchase your policy (which includes Section 12 – Continental breakdown and accident recovery and also if **you** have purchased Section 13 – Private Car Gold, as shown on your schedule), when you contact the **RAC** through social media or make a claim under your **RAC** cover. The **RAC** will always need to collect, store and use information about **you** to be able to provide **you** with your **RAC breakdown** cover where applicable.

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

### How the RAC will use your data

The **RAC** will use your data for the administration of your **RAC breakdown** cover, for example, helping **you** if **you** make a **claim**. The **RAC** 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:

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

## RAC COMPLAINTS PROCEDURE

The **RAC** Complaints procedure applies to the whole of Section 12 – Continental breakdown and accident recovery and the whole of Section 13 – Private Car Gold, providing **you** have opted to purchase this cover and details are shown on your schedule.

The **RAC** are committed to providing excellent service. However, the **RAC** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with the services relating to your cover such as services at or following a **breakdown** or the included benefits please contact the **RAC** as follows:

|                                     | Telephone  | In writing  |
|-------------------------------------|--|---|
| <b>Breakdown</b> related complaints | <b>Telephone: 0330 159 0337</b><br>(lines open 9am – 5pm,<br>Monday to Friday) | Breakdown Customer Care<br>RAC Motoring Services Limited<br>Great Park Road<br>Bradley Stoke<br>Bristol<br>BS32 4QN |
| Sales and administration complaints | Please contact your insurance adviser  |   |

## 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). Any cover provided by RAC Motoring Services is not covered by the FSCS.

## SECTION 13 – PRIVATE CAR GOLD

If **you** have Comprehensive cover and opted to purchase Private Car Gold, provided and underwritten by the **RAC**, details are shown on your schedule.

- RAC Motoring Services provides cover for Roadside, At Home and Recovery; and
- RAC Insurance Limited provides cover for Onward Travel

Private Car Gold covers **you, your car** and any **person insured** as per the details shown on your current **certificate of motor insurance**.

Private Car Gold also covers **you** as a driver or a passenger in any private car for 'Roadside' and 'At Home only'.

Please note that the **RAC** General conditions at the end of Section 12 – Continental Breakdown and Accident Recovery will also apply to Section 13 – Private Car Gold, as does the Data Protection Statement, the Complaints procedure and the FSCS wording, if this cover is shown on your schedule.

## HOW TO GET HELP

These are the numbers that **you** will need:

|  |  |
|--|--|
| <b>Broken down</b> in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or if the only qualified drivers are medically unfit to drive <b>your car</b>   | <b>Telephone: 0800 678 999</b><br>(lines open 24 hours a day, seven days a week)   |
| <b>Claim Form</b> Requests from Great Britain, Northern Ireland, the Channel Islands and the Isle of Man   | <b>Telephone: 0330 159 0337</b><br>(lines open 9am – 5pm, Monday to Friday)  |
| <b>Hearing assistance</b>  | Telephone prefix 18001 to access Tynetalk or text the <b>RAC</b> on <b>07855 828282</b><br>(available 24 hours a day, seven days a week) |
| <b>Reimbursement</b><br>Under some sections, <b>you</b> may need to pay for the service up front and <b>claim</b> this back from the <b>RAC</b> . To do so, please visit <a href="http://www.rac.co.uk/reimbursementclaimform">www.rac.co.uk/reimbursementclaimform</a>                            |  |
| If <b>you</b> have any queries, please contact Breakdown Customer Care   | <b>Telephone: 0330 159 0337</b><br>(lines open 9am – 5pm, Monday to Friday)  |
| Please send your completed claim form with proof of payment (such as a receipt) to Customer Services: Breakdown Customer Care, RAC Motoring Services Limited, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.   |  |
| The <b>RAC</b> may ask <b>you</b> to supply original documents.  |  |
| <b>Telephone costs and recording</b><br>Please note that the <b>RAC</b> does not cover the costs of <b>you</b> making or receiving telephone calls. It may not always be possible for the <b>RAC</b> to return a call to a mobile phone. Calls to the <b>RAC</b> may be monitored and/or recorded. |  |



## HOW TO GET HELP continued



### If your car breaks down, please provide the RAC with:

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

Please let the **RAC** know if **you** have called the **RAC** but manage to get going before the **RAC** arrive. The RAC will only provide cover if the **RAC** 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.



### Important note

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

## DEFINITIONS

For Section 13 – Private Car Gold, unless stated otherwise, the definitions starting on page 6 of this policy booklet will apply, and in addition, wherever the following words appear in **bold**, they will have the meanings described below.

### **Breakdown/breaks down/broken down**

An event during the **period of insurance**, that stops **your car** 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 accident, **fire**, flood, **theft**, acts of vandalism, any **driver induced fault**, or any key related issue other than ignition keys locked in **your car**.

### **Call-out/claim**

Each separate request for service or benefit for cover under Section 13 – Private Car Gold.

### **Caravan/trailer**

Any caravan or trailer that is less than:

- 3,500kg (3.5 tonnes) gross vehicle weight;
- 7.0m (23ft) long including a tow bar;
- 2.55 metres (8ft 4in) wide; and
- 3 metres (9ft 10in) high.

### **Driver/their/they**

**You** or any authorised **named driver** of **your car**, as shown on your current **certificate of motor insurance**, at the time a **breakdown** occurs.

### **Driver induced fault**

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

## DEFINITIONS continued

### Home

Your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man where **you** live permanently.

### Passengers

The **driver** and passengers travelling in **your car** providing **you** are not exceeding the number of passengers stated in **your car's** registration document.

### RAC

- For Roadside, At Home and Recovery means RAC Motoring Services;
- For Onward Travel, means RAC Insurance Limited;
- For Additional Services means RAC Motoring Services; and
- In each case any person employed or engaged to provide certain services on the RAC's behalf.

### Specialist equipment

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

### Start date

The date that this Private Car Gold cover begins, or renews, as shown on your schedule.

### Your car

As defined on page 6 of this policy wording, providing that your car is less than

- 3,500kg (3.5 tonnes) gross vehicle weight;
- 6.4m (21ft) long including a tow bar;
- 2.55 metres (8ft 4in) wide.

## YOUR COVER

### Limits of cover

Cover under Section 13 – Private Car Gold is subject to limits on:

- When a **claim** can be made:
  - (a) no **claim** is permitted if the **breakdown** occurred prior to **you** purchasing this policy;
  - (b) no **claim** is permitted within 24 hours of **you** purchasing this policy;
  - (c) in order to make a **claim** under 'Recovery' the **RAC** must have first attended to **your car** under 'Roadside'; and
  - (d) in order to make a **claim** under 'Onward Travel', the **RAC** must have first attended to **your car** under 'Roadside' or 'At home'; and
- The number of **claims** that can be made per **period of insurance** whether under a particular section, or as a whole, regardless of who makes the **claim**;
- The amounts that are covered for certain types of **claims** are set out within Section 13 – Private Car Gold.

### Roadside

If **your car breaks down** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man more than a quarter of a mile from your **home**, the **RAC** will:

- Send help to repair **your car** at the roadside. This could be a permanent or temporary repair; or
- If the **RAC** are unable to repair **your car** at the roadside, the **RAC** will recover **your car** and **passengers** to a destination chosen by the **driver** up to a maximum of ten miles from the **breakdown**;
- If the **RAC** recover **your car** to a garage, the **RAC** will reimburse **you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

## YOUR COVER continued

### Caravans or Trailers

If a **caravan** or **trailer breaks down** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man more than a quarter of a mile from your **home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover if a **caravan** or **trailer breaks down**. However, if **your car breaks down** and there is a **caravan** or **trailer** attached to it the **RAC** will recover the **caravan** or **trailer** as well.

### At home

The **RAC** will provide the same cover as Roadside if **your car breaks down** at, or within a quarter of a mile of your **home**.

#### Exclusions to Roadside and At Home

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

### Recovery

If the **RAC** are unable to repair **your car** under Roadside, the **RAC** will recover **your car** from the **breakdown** location to:

- A local garage; or
- A single destination chosen by the **driver** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. For long distances the **RAC** may use more than one recovery vehicle.



#### Important note

Recovery must be arranged with the **RAC** while the **RAC** are at the scene.

#### Exclusions to Recovery

- (1) The cost of any parts;
- (2) The fitting of parts, including batteries, supplied by anyone other than the **RAC**;
- (3) Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
  - (a) the original fault has not been properly repaired; or
  - (b) any advice given by the **RAC** after a temporary repair has not been followed;
- (4) Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.
- (5) Tyre faults where **your car** is not carrying a serviceable spare tyre, the tyre repair equipment provided by **your car's** manufacturer or a locking wheel nut;
- (6) A second recovery owing to the intended original destination being closed or inaccessible.

## YOUR COVER continued

### Onward travel

If the RAC attend a breakdown under 'Roadside' or 'At home', and cannot fix your car on the same day, the RAC will help the driver by making arrangements to allow the continuation of the journey. The driver can choose one of the following options, subject to availability:

- Hire Car;
- Alternative transport; or
- Overnight accommodation.

### Hire car under onward travel

Where a hire car is available as a covered benefit, the following terms apply:

- Hire cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**;
- The **RAC** will arrange the hire of a small hatchback for up to 24 hours or until **your car** has been fixed if sooner;
- If **you** are not eligible for a hire car arranged by the **RAC** 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 the **RAC** know before **you** hire a car, and then provided the **RAC** have agreed the cost, the **RAC** will reimburse **you** up to £35 per day;
- Where the **RAC** arrange a hire car the **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage, but **you** would still need to pay the insurance excess).

#### Exclusions to Hire car under Onward travel

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

### Alternative transport under onward travel

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

### Overnight accommodation under onward travel

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

## YOUR COVER continued

### Assistance in a medical emergency

The **RAC** 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. The **RAC** will help to:

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

### Exclusions to Assistance in a medical emergency

The **RAC** 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.

### Included benefits

As well as the cover the **RAC** provide, RAC Motoring Services offer the following benefits at no additional charge to **you** and include:

- Urgent Message Relay; and
- Replacement Driver.

### Urgent message relay

If **your car** has **broken down** and the **driver** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

### Replacement driver

If the **driver** becomes ill during a journey in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and no one within the party can drive **your car**, the **RAC** may be able to provide a replacement driver. This service is discretionary, and the **RAC** will decide whether or not to provide this service.

### Additional services

The **RAC** can provide additional services that are not included in Section 13 - Private Car Gold for an additional charge which will be agreed with **you** before service is provided:

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

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. **You** will be responsible for any additional charges so if the **RAC** helps an authorised additional driver under Section 13 - Private Car Gold and **they** cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

## GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

**We** will not pay for:

- (1) 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 'Limitations as to 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 'Permitted Drivers' or
    - does not have a valid and current licence to drive **your car**, 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,

- (i) while **your car** 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 for the purpose of parking **your car**.
  - (ii) if the injury, loss or damage was caused as a result of the **theft of your car**.
  - (iii) by the reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
- (2) any liability **you** have agreed to accept to the extent **you** would have had if that agreement did not exist.
  - (3) (a) loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or
  - (b) any legal liability that is directly or indirectly caused by, contributed to by or arising from:
    - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (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 accident, injury, loss or damage if **your car** is registered outside the **territorial limits**.
  - (6) any loss or damage arising from a deliberate act by **you** or any person driving or using **your car**.

# GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY continued

## (1) The contract of insurance

The following elements form the contract of insurance between the **policyholder** (who acts on behalf of himself/herself and each **person insured**) and **us**, please read them and keep them in a safe place:

- your policy booklet;
- information contained on your application and/or statement of fact document as issued by **us**;
- your schedule – including any clauses (changes in the terms of your policy) shown on it;
- **certificate of motor insurance**;
- Information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy;
- changes to this policy or important information **we** give **you** at renewal.

### **Renewal of the contract of insurance**

Each renewal of the policy represents a new contract of insurance.

- (i) For existing customers who pay monthly by direct debit to Aviva the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal schedule.
- (ii) For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the policyholder agrees to renew the policy and to pay the premium. Persons insured will be covered for the **period of insurance** shown on your renewal schedule.

### **Information and changes we need to know about**

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell your insurance adviser immediately to let **us** know if there are any changes to the information set out in the application and/or statement of fact document, **certificate of motor insurance** or on your schedule. **You** must also tell your insurance adviser immediately to let **us** know 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 **your car**.
- any modifications to **your car**.
- any change affecting ownership of the **your car**.
- any change in the way that **your car** is used.

If **you** are in any doubt, please contact your insurance adviser.

When **we** are informed of a change, **we** will tell your insurance adviser 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.

# GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY continued

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.

(2) Accurate Information

**You** must always take reasonable care to give full and correct answers to the questions **we** ask. If **you** don't give **us** full and correct information, **we** may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover

(3) Claims procedures

Your duties

**You** must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

Anyone claiming under this policy or anyone acting on their behalf must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

**You** must notify the police as soon as reasonably possible if **your car** is lost, stolen or broken into.

**Our rights**

If **we** want to, **we** can take over and conduct in the name of the person claiming under the policy the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

**We** are entitled to take over and carry out in your name, the defence or settlement of any legal action, including action to recover any payment **we** have made under this policy.

The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

**Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.**

| Information  | Documents   | Assistance   |
|--|---|--|
| <ul style="list-style-type: none"> <li>• Details of third parties and witnesses</li> <li>• Statement of events in relation to your claim</li> <li>• Sketch or photograph of the accident scene</li> <li>• Correspondence received from another party (including court papers)</li> </ul> | <ul style="list-style-type: none"> <li>• Driving licence</li> <li>• Proof of identity and address</li> <li>• Vehicle documentation such as V5, MOT and proof of purchase</li> <li>• Receipts and invoices</li> <li>• Finance documents</li> </ul> | <ul style="list-style-type: none"> <li>• Attendance at court</li> <li>• Meetings with solicitors or <b>us</b></li> </ul> |



## GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY continued

### (4) Cancellation

Your rights

Following the expiry of your 14 day statutory cooling off period **you** can cancel this policy and or remove additional covers at any time by contacting your insurance adviser.

Our rights

**We** may cancel this policy or additional covers where there is a valid reason, for example where:

- **you** have not paid your premium;
- **we** reasonably suspect fraud;
- **you** or any **named driver** has failed to co-operate with **us** and this affects **our** ability to process a claim or defend **our** interests;
- or **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **we** cancel **we** will always give at least seven days' notice, by post or email, to the last address **you** have given **us** and explain why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this has happened, which could be when **you** first bought your policy.



#### Important note

It is the **policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.



#### Will I get a premium refund?

- If your policy or any additional covers are cancelled before the covers starts, **we** will refund the premium **you** have paid for the cancelled cover; or
- if the cancellation is after the cover has started your refund will be based on how many days are left in your **period of insurance** which **you** have paid for. **We** will also charge a cancellation fee of £25.00 plus Insurance Premium Tax at the appropriate rate.

The refund set out at above will not apply if **we** cancel your policy because of fraud and **we** are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

### (5) Other insurance

If at the time of an incident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay **our** share. This condition does not apply to any benefits under Section 3 – Injury to you or your partner.

This provision will not place any obligation on **us** to accept any liability under Section 2 – Your liability, which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

## GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY continued

(6) Your duty to prevent loss or damage:

- **You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage;
- **You** shall maintain **your car** in a roadworthy condition;
- **You** will allow **us** to have free access to examine **your car** at all times.

(7) Your duty to comply with policy conditions

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

(8) Fraud

If your claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

(9) Payments made under compulsory insurance regulations and rights of recovery;

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

(10) Direct right of access

Third Parties may contact **us** directly in the event an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

(11) Monthly premiums

If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on your schedule, and on the same date of each following month. If **you** do not pay the first premium, the policy will be invalid.

(12) Monthly payment plan

If **you** are paying the premium using an Aviva monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this, **we** may cancel this insurance as set out in the General Conditions section of this policy booklet.

(13) Mileage

**We** reserve the right to establish the mileage on **your car** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim, the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

(14) Car sharing and insurance

If **you** receive a contribution as part of a car sharing agreement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:

- **your car** is not constructed or adapted to carry more than eight passengers (excluding the driver);
- passengers are not being carried in the course of a business of carrying passengers;
- total contributions received for the journey concerned do not involve an element of profit.

## GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY continued



### Important note

If **your car** is used under a car sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of your policy, **you** should immediately contact your insurance adviser for confirmation.

## COMPLAINTS PROCEDURE – OUR PROMISE OF SERVICE

**Our** goal is to give excellent service to all **our** customers, but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

### What will happen if you complain:

- **We** will acknowledge your complaint promptly; and
- **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

### What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting your insurance adviser.

If **you** are unhappy with the outcome at your complaint, **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

**0800 023 4567** (Calls from UK landlines and mobile are free) or  
**0300 123 9123**

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.

## Been involved in an accident?

- Please report all accidents to us immediately on **0800 678 999** so we can tell you what to do next and help resolve any claim
- If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf



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