

Motoring in Europe Extension to Cover

Terms and Conditions

How to get help.

If you are travelling in:

the United Kingdom to or from port, call us on **0345 030 6925**

any other country abroad, call us on **(00 44) 160 360 3047**



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Welcome. We've got you covered.

This is your **Motoring in Europe extension booklet**. It refers to the additional cover you have purchased to supplement your main motor insurance policy. It explains what your additional cover protects you for and must be read in conjunction with the main policy document. Unless specified in this booklet, the terms of the full policy will also govern your additional cover.

Please refer to your schedule to see which cover applies to you. If you have also opted for European Breakdown which provides a breakdown and rescue service whilst driving in Europe, the whole of this booklet applies to you.

Your cancellation rights

Motoring in Europe:

Please refer to your motor insurance policy wording for full cancellation terms and conditions.

Definitions (Foreign Travel and Motoring Legal Expenses sections only)

Wherever the following words or phrases appear, they will have the meanings described below:

Specified vehicle The vehicle(s) identified on **your** motor insurance policy schedule and any caravan or trailer which does not exceed a length including towbar of 7 metres, a height of 3 metres and a width of 2.25 metres.

You/your For the purposes of this cover extension "you/your" describes those persons defined in your Aviva Motor Policy as either "persons insured" or "you/insured/policyholder".

To qualify for this cover you must be **resident** in the **United Kingdom**.

We/us/our Aviva UK Digital Limited and/or Aviva Insurance Limited and any representative appointed by us to act on our behalf except for the European Breakdown section where this means RAC Insurance Limited.

RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Resident Person who has their main **home** in the **United Kingdom** and has not spent more than six months abroad in total during the year prior to the start date of their policy.

Home Your usual place of residence in the **United Kingdom**.

Journey A holiday or trip that begins on departure from **your home** and ends on return to **your home**.

United Kingdom England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man.

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

Foreign Travel

What are you covered for?

Your motor policy cover is extended on the **specified vehicle** for the following countries, for the **period of insurance** indicated on **your** schedule.

Andorra, Austria, Belgium, Bosnia and Herzegovina, 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, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

In the unlikely event that **you** are asked to provide proof of insurance abroad, **your** current Aviva motor insurance certificate should provide adequate evidence that **you** are meeting the legal requirements of the country **you** are visiting. The back of the certificate also explains this in French, German, Spanish and Italian.

You should carry **your** certificate of motor insurance for the **specified vehicle**, along with this booklet, with **you** at all times.

Please note that if **you** have chosen **our** Annual Foreign Travel option, **we** will cover the **specified vehicle** for a total period of no more than six months in any **period of insurance** and for 90 days at the most for any one single **journey**.

Cover will also apply while the **specified vehicle** is in transit (including loading and unloading) between any sea or air ports or railway stations within the territorial limits of the policy, provided that such travel is by a scheduled rail or air service or by any recognised sea passage.

What do you need to do in the event of an accident?

If **you** are unable to use the **specified vehicle** due to damage caused by motor accident, fire, theft or vandalism, call one of **our** English-speaking incident managers on (00 44) 160 360 3047 to obtain immediate assistance.

At the time of printing, callers from Finland may need to replace the '00' with a different access code. Please therefore check with the local operator before calling, or if **you** experience difficulties dialling from elsewhere.

What will we do to assist you?

When **you** call, **you** will be asked to provide the following details:

- **Your** name.
- Policy number.
- **Your** location and the telephone number from which **you** are calling.
- The **specified vehicle** make, registration number and colour.
- **Your** credit card details if **you** require any additional services.

We will arrange for **you**, the **specified vehicle** and any passengers and baggage to be transported to **our** nearest approved repairer in the **United Kingdom**, and for repairs to be made to the **specified vehicle** (**we** shall not be liable for any ferry or toll charges).

We will pay any general average, salvage, sue and labour charges incurred during transportation of the **specified vehicle** by sea between countries within the territorial limits, provided that the **specified vehicle** is covered for loss or damage under **your** Aviva motor insurance policy.

We will also pay any Customs duty **you** may have to pay after temporarily importing the **specified vehicle** into any country within the territorial limits, provided that **your** liability arises as a direct result of an accident covered under **your** Aviva motor insurance policy.

Useful tips in the event of an accident

- If possible, take photographs of the scene of the accident and of the damage sustained by each vehicle.
- If the police become involved, make a note of the police station concerned.
- If repairs to the **specified vehicle** are only minor, **you** may arrange this without prior authority from **us**. However, **we** do rely on **you** in this situation to make sure that the charges are as reasonable as **you** would expect them to be if **you** were not insured.

Driver's checklist

Always carry the following items with **you** when motoring in Europe and never leave them in the **specified vehicle**:

- Passport with Visa if appropriate.
- Aviva certificate of motor insurance, policy schedule and policy booklet.
- Endorsement extending territorial limits of the policy.
- Driving licence.
- Vehicle Registration Document (V5) or Vehicle on Hire Certificate (VE103).
- A spare set of keys.
- Customs document (including Bills of Lading if carrying goods for business purposes) if appropriate.
- This booklet.

Please ensure you are aware of and comply with the current driving legislation in the countries you are intending to visit.

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.

European Breakdown (Optional cover)

This cover only applies if shown on **your schedule**.

How to get help?

	Phone	Online
Breakdown in the UK to or from port	0800 015 5755	
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	00 33 472 43 52 55* 0800 290 112 1800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests From the UK From Europe	0330 159 0337 0044 161 332 1040*	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Hearing assistance (RAC)	Telephone prefix 18001 to access Typetalk or text the RAC on 07855 828282	
Customer Services	0345 030 6984	Aviva.co.uk/myaviva

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

Telephone charges

Please note that the **RAC** do not cover the cost of making or receiving telephone calls. Calls to the **RAC** may be monitored and/or recorded.

In the UK: Call charges may apply. Please check with **your** telephone provider. Calls to 0800 numbers from UK landlines and mobiles are free. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

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

If your vehicle breaks down, please provide the RAC with

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

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

Remember

Please let 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.

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

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as the **RAC** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied. The **RAC** will **reimburse** these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so the **RAC** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact the **RAC**.

Definition of words (European Breakdown section only)

Aviva

Means Aviva UK Digital Limited who arrange and administer this **RAC Breakdown Cover**.

Beyond economical repair

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

Breakdown/breaks down/broken down

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

Caravan/Trailer

Means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long; (c) 2.55 metres wide; and (d) 3 metres high.

Claim

Means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**.

Driver induced fault

Means any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure.

Driver/Their/They

Means **you** or any driver of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**.

End date

Means the date that this **RAC Breakdown Cover** expires as shown on **your schedule**.

Europe

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

Home

Means the address in the **UK** where **you** live permanently, as shown on **your schedule**.

Journey

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

Market value

Means the market value in the **UK**, as reasonably determined by the **RAC** in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon one of the equivalent age, make, recorded mileage and model.

Passengers

Means the **driver** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the **vehicle**.

Planned departure date

Means the date when **you** intend to begin **your journey**. The **RAC** may ask for proof of this.

Policy period

Means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your schedule**.

Policy year

Means the **policy period**, from the **start date**.

RAC

1. means RAC Insurance Limited;
2. In each case any person employed or engaged to provide certain services on their behalf;
3. For Additional Services means RAC Motoring Services.

RAC Breakdown Cover

Means this **RAC Breakdown** policy that is subject to the terms and conditions together with **your schedule**.

Reimburse/Reimbursement

Means reimbursement by **RAC** under the reimbursement process.

Road traffic collision

Means a traffic collision in **Europe** that immobilises the **vehicle**.

Schedule

Means the document entitled “schedule” containing important details about this **RAC Breakdown Cover** and levels of cover.

Specialist equipment

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

Start date

Means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your schedule**.

UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle

Means the **UK** registered vehicle as shown on **your schedule** which is less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide.

You/Your

Means the person taking out the **RAC Breakdown Cover** as named on **your schedule**.

Important information about your RAC European Breakdown Cover

This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and, in the future.

- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to the **RAC**.

Your RAC Breakdown Cover consists of:

1. The European Breakdown policy section in this booklet – a contract of insurance between **you** and: RAC Insurance Limited.
A premium is payable for this contract of insurance which will be made clear to **you** in advance of purchase.
2. A **schedule** –The **schedule** will detail the premium payable for this cover and will be provided to **you** by **Aviva** following purchase.

Policy type

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

Policy Period

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

Limits of Cover

Cover is subject to an aggregate overall limit of £2,500 per **claim** and 3 **claims** per **policy year**, limited to 1 **claim** 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. No **claim** is permitted within 24 hours of the initial **start date**.

Reimbursement

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

Section 1:

Onward travel in the UK

Covered

If the **RAC** attend a **breakdown** within the **UK** and cannot fix the **vehicle** 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** for up to 14 days.

Not Covered

Requests following a **road traffic collision**.

Section 2:

Roadside assistance in Europe

Covered

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

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

Please note: By claiming under this section **you** are authorising the **RAC** and the garage to undertake fault diagnosis.

Section 3:

Onward travel in Europe

Covered

If the **vehicle** has a **breakdown** or is involved in a **road traffic collision** during a journey in **Europe** and 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:

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

1. Alternative transport

Covered

1. The **RAC** will arrange and pay for the hire cost of a replacement car for up to 14 consecutive days or until the **vehicle** has been repaired if sooner. Any replacement vehicle will be limited to a small hatchback;
2. 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 excess); or
3. A standard class ticket up to £125 per day and £1,500 in total for travel by air, rail, taxi or public transport.

Not Covered

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.

2. Additional accommodation expenses

Covered

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**.

Not Covered

Accommodation where the **driver** has suitable alternative accommodation that can be used.

Cover under this section will stop once:

1. The **vehicle** has been repaired to a roadworthy condition; or
2. The decision to bring the **vehicle home** is made by the **RAC** or **your** motor insurer;
or
3. Once the **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

Once 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:

1. The **vehicle** is brought back **home** under Section 4; or
2. Once the **RAC** establish that the repair costs to the **vehicle** exceed its **market value** under Section 4.

Section 4:

Getting your vehicle home

Covered

If the **RAC** attend a **breakdown** or the **vehicle** has been involved in a **road traffic collision** in **Europe** under Section 2 and the **vehicle** cannot be repaired before the **drivers** planned return to the **UK**, the **RAC** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of the **drivers** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £30 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, the **RAC** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once the **RAC** have brought the **passengers home** under Section 3 until the **vehicle** is brought back to the **UK**, up to 24 hours;

The **RAC** will take the **passengers** in the **vehicle home** under Section 3 (Onward Travel in Europe).

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

Not Covered

1. Any costs:
 - a) if the **vehicle** is **beyond economical repair**;
 - b) if the **breakdown** was due to mis-fuelling, keys being locked in the **vehicle** or a flat tyre;
 - c) covered under **your** motor insurance;
 - d) relating to storage once **you** have been notified that the **vehicle** is ready to collect; or
 - e) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;

2. The **RAC** will not take the **vehicle** back **home** if:
 - a) the **vehicle** is roadworthy; or
 - b) a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. 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 the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above this amount before the **RAC** make arrangements.

Important

- Following authorisation by the **RAC**, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**.
- If the **RAC** do not bring the **vehicle** back to the **UK**, **you** will have 10 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 10 weeks the **RAC** will dispose of it at your cost.

Section 5: Vehicle break-in emergency repairs

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

Covered

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

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

Not Covered

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

Section 6: Replacement Driver

Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill or is injured 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.

Not Covered

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

General Conditions

1. The **RAC** will not cover any **claim** for any repairs to a **vehicle** which are not essential in order to continue the **journey**;
2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **claim** 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 **RAC Breakdown Cover**;
3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;
4. How the exchange rate is calculated:
 - a) Any costs incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
 - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit provider; or
 - ii. at the exchange rate used by the **RAC** when **your** claim form is received if **you** paid in cash;

5. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown 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 vehicle or the quality of service provided by each company;
6. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in 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 section 3 (Onward travel in Europe) or section 4 (Getting your vehicle home);
7. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;
8. This **RAC Breakdown Cover** does not cover:
 - a) **vehicle** storage charges, other than under Section 4;
 - b) the hire of minibuses, motorhomes, motorcycles, **caravans, trailers** or vans;
 - c) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling; or
 - d) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.
9. **You** must pay **your** premium.
10. **You** must request services directly from the **RAC**, as the **RAC** will only provide cover if the **RAC** make arrangements to help **you**.
11. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
12. The **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
13. Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
14. A **driver** must be with the **vehicle** when the **RAC** attend.
15. The **RAC** will not be responsible for any loss of or damage to the contents of the **vehicle**.
16. Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
17. The **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** 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.
18. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat where required.
19. Where the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
20. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
21. 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.
22. During extreme weather, riots, war, civil unrest, industrial disputes, or any other events the **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.
23. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a) ferry charges for the **vehicle** and the **RAC's** vehicle;
 - b) spare tyres and wheels and repairing or sourcing them; or
 - c) recovery by someone other than **RAC** even if this is requested by the emergency services, the **RAC** will only provide recovery once instructed to do so by the emergency services.

24. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. 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.
25. The **vehicle** must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work or any business use other than hire and reward and/or courier services.
26. This **RAC Breakdown Cover** does not cover:
 - a) routine servicing, maintenance or assembly of the **vehicle**;
 - b) the **breakdown** of **caravans** or **trailers**
 - c) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - d) **breakdowns** that occur off the public highway to which the **driver** or the **RAC** have no legal access;
 - e) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - f) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy the **RAC** will provide service;
 - g) any **claim** that is or may be affected by the influence of alcohol or drugs;
 - h) any **breakdown** that is caused by or as a result of **vehicle** theft or fire;
 - i) **vehicle** storage charges, other than under Section 4. If the **vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening; or
 - j) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to the **RAC** under a different policy.
27. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

Additional Benefits

The following is provided at no additional charge:

Urgent message relay

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

Additional services

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

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

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if the **RAC** help someone under **your RAC Breakdown Cover** and they cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

Misuse of RAC Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards the **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;

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

If these conditions are not complied with, the **RAC** may:

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

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 **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act and the fraudulent **claim** forfeited. The **RAC** will not refund any premium. The **RAC** will notify **you** in writing if the **RAC** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

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

Changes to your details

You must let **Aviva** know immediately if **you** need to change anything on **your RAC Breakdown Cover**. Please see 'How to get help?' Section for contact details.

The **RAC** will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on **your RAC Breakdown Cover** will no longer be covered by the **RAC**. All communications from **Aviva** or the **RAC** shall be deemed duly received if sent to **your** last known address.

Disability Discrimination

If **you** have any problems reading this booklet, **you** can always call Customer Services on **0345 030 6984** for a large font or Braille version.

Complaints

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 this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact the **RAC** as follows:

	Phone	In Writing
Breakdown related complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN Aviva@rac.co.uk
Sales and administration complaints	0345 030 6984	Building 8 Maxim Business Park Eurocentral ML1 4WR

Financial Ombudsman Service

	Phone	In Writing
In the event that the RAC cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower Harbour Exchange London E14 9SR complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk
The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with the RAC . Using this complaints procedure will not affect your legal rights.		

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS. Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1D

Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**.

Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Unless otherwise agreed, the contractual terms and conditions including this **RAC Breakdown Cover** and the **schedule** and other information relating to this contract will be in English.

Your Data

Data protection statement

This section provides a summary of how **RAC** use **your** information. For full details about **RAC's** use of **your** data, please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy.

You can contact **RAC's** Data Protection Officer by emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will RAC use?

There are three types of information about you which **RAC** will use to provide **your RAC Breakdown Cover**:

- 1. Personal data:** Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
- 2. Non-personal data:** information about **you** that is not personal such as information about **your vehicle**.
- 3. Special category data:** In very limited circumstances, **we** will collect special category data such as information relating to **your** health. **RAC** will only ask for this information when necessary and in accordance with data protection laws.

How RAC collect your data

RAC obtain **your** data from **you** when **you** contact **RAC** directly. **RAC** also obtain **your** data from **Aviva** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **Aviva** in relation to this **RAC Breakdown Cover**.

How RAC use your data

RAC will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **RAC** also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons. **RAC** may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on **RAC's** behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy, contact **RAC's** Data Protection Officer or contact **RAC's** Customer Service Team by:

1. **Telephone:** 0330 159 0337
2. **Email:** membershipcustomercare@rac.co.uk
3. **Post:** RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Motoring Legal Expenses

This Legal Expenses cover is subject to the conditions and exclusions applicable to Legal Expenses cover (other than the restriction to territorial limits which is replaced as shown on page 3 of this booklet) as set out in the Aviva motor insurance policy booklet.

Cover applies to **you** and **your** passengers travelling in the **specified vehicle** from the **United Kingdom**. It is available from the moment **you** leave **home** until **your** return, as long as this is within the period of insurance.

Cover also extends to accidents involving the **specified vehicle** on board a ferry, Eurotunnel, hovercraft, catamaran or motorail service.

This cover applies to the countries on page 3 for the **period of insurance** only.

We will pay for:

- advice and representation if **you** are prosecuted for a traffic offence (not involved in an accident).
- help in pursuing a claim against a third party who is responsible for a motoring accident involving personal injury, damage to the **specified vehicle** or belongings, medical treatment or loss of earnings.
- advice and negotiations with a garage over a disagreement about repairs to the **specified vehicle**.
- costs to travel abroad for a medical examination or a court hearing if this is necessary.

The following limits apply to this cover:

- Uninsured loss recovery limit while driving abroad - £50,000 per claim
- Motor prosecution defence limit while driving abroad - £50,000 per claim

Special condition

If **you** want Aviva to defend **you** against any motoring offence abroad, **you** must not make any admission, offer, promise or payment without asking for **our** permission first.

We will not pay for:

- defence of claims made against **you** or one of **your** party.
- legal action for contractual and consumer disagreements.
- claims of £250 or less.
- claims against an insolvent defendant.
- hitchhikers or passengers who have not travelled from the **United Kingdom** or where there are more passengers than the **specified vehicle** is designed to carry.
- fines or costs relating to criminal prosecution.

How Motoring Legal Expenses works

At first **we** will deal with claims arising from motoring accidents by negotiation. If negotiations break down and **we** consider it is worth continuing with **your** claim, **we** will instruct a lawyer and start legal action. The fees of lawyers, court costs, expert witnesses and the registering cost of judgements and orders will be paid under the insurance.

We may stop legal assistance if **we** feel that **you** are not likely to succeed with **your** claim, or if a reasonable settlement has been reached. **You** may, at **your** expense, get the advice of a qualified local lawyer on how likely **your** case is to succeed. If the lawyer agrees that **your** case is worth pursuing, the claim will continue. If the lawyer agrees with **our** opinion, **we** will not give **you** any more legal advice, but **we** will pay half of the lawyer's fee for the legal opinion.

If **you** continue the claim by **yourself** and a court awards **you** judgement, **we** will refund:

- all **your** reasonable legal expenses in getting the judgement which are not returned as part of the settlement.
- the fee for the lawyer's opinion that **you** obtained earlier.

You do not have to purchase the Aviva Legal Expenses additional cover for the **United Kingdom** to benefit from the cover in this booklet.



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[aviva.co.uk](https://www.aviva.co.uk)

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