Sainsbury's Bank



Car Insurance

Additional Products

MY POLICY NUMBER IS:

Welcome to Sainsbury's Bank Car Insurance – Additional Products

Thanks for choosing Sainsbury's Bank. We want to make sure you have car insurance cover that's clear and easy to understand, and to give you peace of mind when it comes to looking after your car.

The details of **your** insurance will depend on which level of cover and which options you've selected. Please check **your Policy** Schedule to see what applies to **you**.

Sainsbury's Bank Car Insurance and the addon products detailed in this **Policy** Booklet are arranged by Sainsbury's Bank, acting as an agent of the **insurer(s)** specified in **your Policy** Schedule. The **insurer** provides **your** insurance and has agreed to insure **you** subject to the terms, conditions and exclusions contained in this **Policy** Booklet. They cover **you** for liability, loss or damage that may occur during the **period of insurance** for the insured car that you've paid or agreed to pay the **premium** for.

You'll need to read this **Policy** Booklet along with **your Policy** Schedule, Statement of Fact, About **our** Car Insurance document and Certificate of Car Insurance. Together they'll give **you** full details of **your** cover.



Contents

Summary

5 Summary of important information about additional products

Section 1: Motor Legal Protection Provided by Auxillis Limited

- 7 Contact Information
- 8 Important information about Motor Legal Protection
- 9 Definitions
- 9 Section A Uninsured Loss Recovery
- 10 Section B Motor Prosecution Defence
- 11 Section C Motor Vehicle Consumer Disputes
- 11 Section D Vehicle Cloning
- 12 Section E Motor Insurance Database Protection
- 12 Section F Telephone Legal Helpline
- 12 General Conditions
- 14 Cancellation
- 14 Misuse of your policy
- 15 How the RAC obtain and collect your data

Section 2: Provided by Collinson Insurance

- 16 Guaranteed Courtesy Car
- 21 Key Cover

Section 3: Provided by the RAC

- 32 Status
- 33 Important information about **your policy**
- 34 Terms and conditions
- 34 Reimbursement of payments
- 34 Period of cover
- 34 Additional services provided by the RAC
- 35 What words mean
- 37 Cover
- 39 A. Roadside
- 38 B. Recovery
- 39 C. At Home
- 40 D. Onward Travel
- 43 E. Mis-fuel Rescue
- 43 F. European Motoring Assistance
- 57 General conditions
- 58 General exclusions
- 61 Misuse of RAC Breakdown Cover
- 61 Changes to **your** details
- 62 Changes to RAC Breakdown Cover terms and conditions
- 64 Who to contact
- 66 Renewal terms
- **67 Cancellation terms**
- 69 Complaints and customer service
- 71 Data protection

Summary of important information about additional products

Our relationship with you and your insurer

Please note that Sainsbury's Bank Car Insurance is arranged by Sainsbury's Bank with the **insurer** named in **your Policy** Schedule.

Our service includes arranging **your** insurance cover on **your** behalf with insurers to meet **your** requirements and helping **you** with any changes **you** need to make, such as an amendment to the cover, use or vehicle insured. We'll also arrange the cancellation of **your policy**.

We have supplied this Agreement and other information to **you** in English and we'll continue to communicate with **you** in English.

We have not given **you** a personal recommendation as to whether this **policy** is suitable for **your** specific needs.

This contract of insurance is between **you** and **your insurer**. Nobody else has any rights they can enforce under this contract except those they have under the Road Traffic Act. Sainsbury's Bank acts to help in the administration and performance of the insurance contract.

What you have to pay for our services

As well as the insurance **premium** which **you** have to pay **your insurer**, **we** also charge **you** a fee for administering **your** insurance; this is listed on **your** About **our** Insurance Services document.

Additionally if you:

- a) make changes to **your policy** during the term; or
- b) cancel your policy after the first 14 days of cover your insurer may charge you additional fees.

Authorisation

Sainsbury's Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

Our FCA registered number is 184514. You can check our registration on the FCA's register by visiting their website www.fca.org.uk/register.

Products

Section 1: Motor Legal Protection provided by Auxillis Limited

Status - Motor Legal Protection

Sainsbury's Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

Our FCA registered number is 184514. **You** can check **our** registration on the FCA's register by visiting their website www.fca.org.uk/register.

Administered and services under Section A provided by Auxillis Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Underwritten and all other services provided by RAC Motoring Services (FCA Registration: 310208) and RAC Insurance Ltd (FCA Registration: 202737). Registered in England, United Kingdom; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We and **you** have a choice about which law applies to **our** relationship with each other and the **policy you** have entered into. By entering into this **policy you** agree that **your** dealings with

us before and after you take out your policy (including any non-contractual disputes or claims) and the terms of this policy will be governed by Scots law if your address is in Scotland when the policy is concluded, the laws of Northern Ireland if your address is in Northern Ireland when the policy is concluded, otherwise all dealings with us and the terms of this policy will be governed by the laws of England and Wales.

The courts of either England and Wales, Scotland or Northern Ireland (depending on **your** address at the time this **policy** is concluded) will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with it.

Contact Information

		Telephone	In Writing
	Motor Claims Helpline (Section A)	0344 600 9022	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN
	Legal Advice and Claims (Sections B-G)	0330 159 1205	

Call charges apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. **We** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

If **you** have hearing difficulties and have a Textphone, just prefix the number **you** wish to call with 18001 to access Typetalk.

Important information about Motor Legal Protection

- Your Motor Legal Protection is a contract of insurance between you and RAC Insurance Limited. The contract consists of:
 - a) This **policy** booklet;
 - b) Your schedule, which tells you which vehicles are covered, how long you are covered for, who is covered and the cost of the cover; and
 - Any notices we send you, for example, any letter we send you notifying you if there
 are any changes.
- A premium is payable for the contract of insurance which will be made clear to you in advance of purchase.
- 3) Motor Legal Protection is arranged and administered by Auxillis Limited.
- 4) Motor Legal Protection is underwritten by RAC Insurance Limited.
- 5) Motor Legal Protection is intended to provide cover for the costs of;
 - Making a claim for uninsured losses against a person who is at fault for a road traffic collision (Section A);
 - b) Defending a prosecution for an alleged motoring offence (Section B);
 - Making a claim for breach of an agreement relating to the buying, selling, repair, servicing or lease of the vehicle (Section C);
 - Defending legal proceedings following the use of the vehicle's identity without your consent (Section D);
 - e) Making a **claim** following the seizure of the **vehicle** due to inaccurate information being stored on the Motor Insurance Database (Section E); It meets the demands and needs of those who wish to ensure such risks are met now and in the future.
 - f) Motor Legal Protection also provides for a telephone legal helpline to assist you with advice on any private legal matter (Section F).
- 6) There is no limit to the number of claims you can make in any policy period. The amount that is covered for certain types of claims or for certain sections are set out in this booklet.

Definitions

Any words in bold in this section have a specific meaning, which **we** explain below.

"claim" means an incident which we accept as falling within the terms of this Motor Legal Protection policy and which, in our reasonable opinion, is the first incident that could lead to a claim being made. For example, issues arising from a road traffic collision or incident leading to a motoring prosecution.

"Europe" means the European Union, Norway, Switzerland, Iceland and Liechtenstein

"Legal costs" means:

- The reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by you and agreed by us in pursuing or defending a claim; and/or
- The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

"legal proceedings" means the pursuit of civil legal cases for damages and/or injunctions or specific performance, or the defence of a motoring prosecution within a court of criminal jurisdiction;

"legal representative" means **us** or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

- To try to recover all **legal costs** from the other party;
- Not to submit any claim for legal costs until the end of the case; and
- 3) To keep **us** informed, in writing, of the progress of **legal proceedings.**

"limit of indemnity" means the maximum amount payable per claim under the **policy** which is £100,000;

"policy" means this Motor Legal Protection policy that is subject to the terms and conditions in this booklet, along with **your schedule**;

"policy period" means the length of time this policy is in force, from the start date as shown on **the schedule**; "proportionate" means the value of the claim must be greater than the costs of pursuing the claim;

"RAC"/"we"/"us"/"our"

- 1) For the provisions of services under section A of the policy means Auxillis Limited;
- For the provision of cover under sections B-F means RAC Insurance Ltd:
- In each case any person employed or engaged to provide certain services on behalf of the RAC Group.

"reasonable prospects of success" means a 51% or greater chance that **you** will recover **your** losses or damages in pursuit of a **claim** (including enforcing a judgment), make a successful defence of a **claim** or obtain any other legal remedy that **we** have agreed to.

"road traffic collision" means a collision involving your vehicle, for which you were not at fault and another party was at fault;

"schedule" means the document outlining your level of cover;

"standard terms of appointment" means the terms and conditions which we will require the legal representative to accept in order for us to cover your legal costs. This contract sets out the amounts we will pay the legal representative under your policy and their responsibilities to report to us at various stages of the claim. A copy of these terms can be requested by contacting us;

"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man;

"uninsured losses" means your losses directly arising out of a road traffic collision that are not covered by insurance;

"vehicle" means the UK registered vehicle(s) that appears on your schedule and includes attached trailers;

"you"/"your" means the person(s) named as the policyholder on the **schedule**, and for the purposes of making a **claim**, includes any person authorised by the policyholder to drive or to be a passenger in the **vehicle**.

Your Motor Legal Protection Cover

It is important that **you** let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**.

Section A - Uninsured Loss Recovery

What is covered

If you are involved in a road traffic collision, within the UK or Europe during the policy period and you have uninsured losses, for example your motor insurance excess or compensation for personal injury, that you need to recover we will;

- Provide you and your passengers with help and advice. You must call the motor claims helpline on 0344 600 9022 straight away, as we will not be able to cover legal costs that have not been agreed by us first;
- 2) Put you in touch with our legal representative, who will assess your claim; and
- 3) If our legal representative, in their reasonable opinion, agrees your claim (including an appeal or defence of an appeal) has reasonable prospects of success, we will cover you or your passengers for legal costs, up to the limit of indemnity.

If the **legal proceedings** are going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit of the county court, the **legal representative** must enter into a Conditional Fee Agreement which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal proceedings**.

What is not covered

- A personal injury claim for stress, psychological or emotional injury unless you have also suffered a physical injury.
- 2) The defence of any claim or legal proceedings made or brought against you.

Section B - Motor Prosecution Defence

What is covered

If **you** have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving **your vehicle** and occurring within the **UK** during the **policy period**, **we** will:

- 1) Provide **you** with help and advice in respect of the alleged motoring offences (under the Telephone Legal Helpline, Section F);
- 2) Put you in touch with our legal representative, who will assess your claim; and
- 3) If in their reasonable opinion, our legal representative agrees your claim has reasonable prospects of success, appoint and pay up to the limit of indemnity for a suitable representative to either:
 - a) Defend the allegation; or
 - b) If you plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in you being disqualified or suspended from driving. This is known as a plea in mitigation.

What is not covered

- We cannot provide help if your summons relates to violence, alcohol or drugs related offences or if you had no valid licence or no licence at all;
- 2) Claims relating to parking offences where penalty points are not applicable to the offence.
- 3) We will not pay fines, costs or other penalties a court of criminal jurisdiction orders you to pay;
- 4) Mitigation of a guilty plea if, in **our** reasonable opinion, it would not make a material difference to the outcome of **your** sentence.

Section C – Motor Vehicle Consumer Disputes

What is covered

If **you** enter into an agreement during the **policy period** and within the **UK** relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the **vehicle** and wish to claim compensation for a breach of that agreement, **we** will:

- Provide you with help and advice (under the Telephone Legal Helpline, Section F). You must call our helpline straight away, as we will not be able to cover legal costs that have not been agreed by us first;
- 2) Put you in touch with our legal representative, who will assess your claim; and
- If our legal representative, in their reasonable opinion, agrees your claim has reasonable prospects of success, we will cover you for legal costs, up to the limit of indemnity.

What is not covered

1) Any agreement relating to a commercial vehicle, for example, a work van or taxi.

Section D – Vehicle Cloning

What is covered

If **you** are required to attend court regarding an alleged offence or civil dispute due to the unauthorised use of the **vehicle's** identity in the **UK**, for example receiving a parking fine incurred by another vehicle using the **vehicle's** registration number, **we** will:

- Provide you with help and advice (under the Telephone Legal Helpline, Section F). You must call our helpline straight away, as we will not be able to cover legal costs that have not been agreed by us first;
- 2. Put you in touch with our legal representative, who will assess your case; and
- If in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of successfully defending legal proceedings, we will cover you for legal costs, up to the limit of indemnity.

What is not covered

- Claims where the vehicle's identity has been copied by someone you live with;
- 2. **Claims** where the identity theft has not been reported to the police and a crime reference number obtained;
- 3. **Claims** where **you** have not taken reasonable steps to prevent further instances of vehicle cloning following a **claim**.

Section E – Motor Insurance Database Protection

What is covered

If the **vehicle** is seized in the **UK** by the police, local authority or government agency, due to incorrect information being stored on the Motor Insurance Database which is a result of **your** insurance company failing to update the Motor Insurers' Bureau, **we** will:

- Provide you with help and advice (under the Telephone Legal Helpline, Section F). You must call our helpline straight away, as we will not be able to cover legal costs that have not been agreed by us first;
- 2. Put you in touch with our legal representative, who will assess your case; and
- If in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of successfully challenging the decision to seize the vehicle, we will cover you for legal costs, up to the limit of indemnity.

What is not covered

- Claims caused by you failing to provide or update your insurer with accurate information, for example incorrectly providing the vehicle's registration number;
- 2. Any **claim** against the insurance broker or agent that arranged this insurance policy.

Section F – Helpline Services

What is covered

We will provide the following helpline services;

- Telephone legal helpline service, open 24 hours a day, 365 days a year. Just call us on 0330 159 1205. We will give you initial advice on any private legal matter within the UK. Where possible, we will tell you what your legal rights are, which options are available to you and how best to implement them. We will let you know if you need a lawyer.
- 2. Tax Helpline Service, available 9-5pm Monday to Friday. Just call us on the Telephone Legal Helpline number on 0330 159 1205.
- 3. Lifestyle, Health and Medical available 9-5pm Monday to Friday. Just call us on 0800 015 8732.

What is not covered

- 1) Advice where, in **our** reasonable opinion, **we** have already given **you** the options available,
- 2) Advice relating to immigration or judicial review; and
- 3) Advice against us.

General Conditions

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

- You must pay your premium;
- You must request services directly from us, as we will only provide cover if we make arrangements to help you;
- If you do not accept an offer which the legal representative considers reasonable, we may refuse to pay any further legal costs.
- 4) **We** will not cover any **claim** for **legal costs**:
 - that have not been agreed by us or were incurred prior to us accepting the claim in writing;

- b) for **claims** arising from:
 - faults in your vehicle or faulty, incomplete or incorrect service, maintenance or repair of your vehicle; or
 - ii) a road traffic collision occurring during a race, rally or competition;
- 5) We will not cover any claim for legal costs where,
 - a) when in control of the **vehicle**, **you** were not in possession of both a valid driving licence and certificate of insurance;
 - b) where the **vehicle** was not in a roadworthy condition or did not have a valid MOT Certificate where applicable; or
 - c) any claim arising from the theft or attempted theft of the **vehicle**.
- 6) We will not cover legal costs that you have incurred in relation to any services supplied to you.
- 7) We may withdraw cover if at any point your claim has less than a 51% chance of succeeding;
- 8) You must always keep any losses you incur to a minimum. Ensure you take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase your losses or prejudice your claim. If you do not, we may not cover you and it may affect your ability to claim. Please speak to us if in doubt;
- 9) You must notify us of all offers to settle your claim. We may withdraw cover if we have not provided written authorisation to accept or reject an offer to settle your claim.
- 10) If you do not accept an offer to settle your claim which the legal representative considers reasonable, we may refuse to pay any further legal costs.
- 11) We will need to be able to speak directly to any legal representative appointed, or agreed by us, even if this is one you have chosen;
- 12) Whilst we must appoint the legal representative, you may choose your own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If you wish to do this, please tell us their name and address so we can consider your request. Your suggested legal representative must agree to our standard terms of appointment. A copy of which is available upon request. You will be responsible for any legal costs which are in excess of the hourly rate that we would normally pay to our preferred legal representative. This amount is currently £120 per hour. This amount may vary from time to time.
- 13) If for any reason we cannot agree to your suggested legal representative, we will ask the Law Society of England and Wales (or similar body) to name one
- 14) If you have a dispute with us or complaint about the service provided by us or a legal representative we appoint, please let us know using our complaints procedure. Please note however, this policy will not cover any advice or your legal costs in connection with this or any claim against us.
- 15) We may decide not to issue legal proceedings, but instead pay you directly for your claim, for example, where the legal costs of your claim are greater than the value of your claim;
- 16) If you have legal expenses cover with a provider other than RAC or if you are a member of a trade union and the cover or membership benefits provide cover for your claim, we will not provide cover.
- 17) During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

Cancellation of your policy

You can cancel your policy within the cooling off period, being 14 days from the later of:

- (1) the start date; or
- (2) the date **you** receive **your** policy documents.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request it and **we** will refund **your** premium in full unless **you** have made a **claim** within this cooling off period.

You can cancel **your policy** at any time (including during the 14 day cooling off period) by letting us know. As long as no **claim** has been made or is going to be made, **we** will refund the premium for the exact number of days left on **your policy**. If **you** have made a **claim** or one is expected to be made and **we** have been unable to recover **our** costs **we** will not refund any premium, **we** will also not refund any premium **you** have paid for an optional extra cover if **you** have made a **claim** on those covers or one is expected to be made.

Cancelling a direct debit will not always cancel **your** policy, if **you** wish to cancel the policy then contact **your** insurance broker.

Misuse of your policy

You must not:

- Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
- 2) Persuade or attempt to persuade us into a dishonest or illegal act;
- 3) Omit to tell **us** important facts about a **claim** in order to obtain a service;
- Provide false information in order to obtain a service;
- 5) Knowingly allow someone that is not covered by **your policy** to try and obtain a service under it;

If these conditions are not complied with, we may:

- 1) Restrict the cover available to **you** at the next renewal;
- 2) Refuse to provide any services to **you** under this **policy** with immediate effect;

We may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **policy** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

How the RAC obtain and collect your data

When providing **you** with services under **your** Motor Legal Protection cover, RAC Motoring Services and RAC Insurance Limited are the data controllers of **your** personal data. They mainly collect data directly from **you** and use **your** personal data in order to provide their services, including the establishment, exercise or defence of a **claim**. The data they use may include information about **your** health, ethnicity or racial origin, sexual orientation, or religion (depending on the nature of the service you require).

RAC Motoring Services and RAC Insurance Limited may share **your** personal data with its service providers and may monitor and record any communications with **you** for quality and compliance reasons. For further information regarding how they will process **your** personal data and **your** rights under the Data Protection law, please visit rac.co.uk/privacy-policy or contact the Data Protection Officer by emailing dpo@rac.co.uk or by writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

Products

Section 2: Additional products provided by Collinson Insurance

You will find information on the following additional products in this section:

- Guaranteed Courtesy Car Cover
- Key Cover

Status

Key Cover and Guaranteed Courtesy Car policies have been provided for Sainsbury's Bank customers by Collinson Insurance.

Sainsbury's Bank is authorised and regulated by the Financial Conduct Authority under firm reference number 184584.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and Prudential Regulatory Authority under firm reference number 202846.

These details can be checked on the Financial Services register by visiting the website at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

We and you have a choice about which law applies to our relationship with each other and the **policy you** have entered into. By entering into this **policy you** agree that **your** dealings with us before and after vou take out vour **policy** (including any non-contractual disputes or claims) and the terms of this **policy** will be governed by Scots law if your address is in Scotland when the **policy** is concluded, the laws of Northern Ireland if **your** address is in Northern Ireland when the **policy** is concluded, otherwise all dealings with **us** and the terms of this policy will be governed by the laws of England and Wales. The courts of either England and Wales. Scotland or Northern Ireland (depending on your address at the time this **policy** is concluded) will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with it.

Your demands and needs

This **policy** meets the demands and needs of a Sainsbury's Bank customer whose **Insured Vehicle** is determined a total loss (a write off) or has been immobilised due to a fault, road traffic accident, theft, fire, vandalism or an act of malicious damage, (excluding if due to glass damage,) while in the **Territorial Limits** and who wishes to the **Hire Vehicle** facility provided by the **Hire Company** and requires cover for the **Hire Vehicle** charges, which are not recoverable from any **Third Party**.

In return for the payment by **You** of the **premium**, payable for this **policy** of insurance **We** will provide a **Hire Vehicle** on the terms set out below.

Guaranteed Courtesy Car Provided by Collinson Insurance

1. Definitions

Claims Administrator

Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park Peterlee, Co Durham SR8 2RR

Condition

An obligation which **You** must perform. If a **Condition** is not performed by **You**, **We** will not be under any liability to pay **You** anything under the terms of this **policy**

Hire Vehicle(s)

A **Hire Vehicle** provided subject to availability will be a similar size and capacity to **Your** vehicle up to a maximum engine size of 2000cc

Hire Company(s)

The company that **We** instruct to give **You** the **Hire Vehicle**

Hire Period

The maximum period that **we'll** pay for the **Hire Vehicle**, as shown in **your Policy Schedule**

Insured Vehicle

The motor vehicle identified as the **Insured Vehicle** in the **Policy Schedule** which is insured through Sainsbury's Bank, or any other vehicle which **We** may, after receiving a written request from **You**, accept in substitution for that vehicle

Limit of Cover

The **Hire Vehicle** for the **Hire Period**, that may be utilised over a maximum of 2 claims covered by this **policy** in the insurance period

Period of Insurance

The period stated in the **Policy Schedule** to this **policy**

Policy Schedule

The document that identifies the **policyholder** and sets out details of the cover **Your policy** provides

Start Date

The date shown on the **Policy Schedule** confirming when cover commences

Territorial Limits

England, Wales, Scotland and Northern Ireland

Third Party

The other person(s) and/or party(s) responsible for the incident giving rise to a **claim** on this **policy**

We, Our, Us

Collinson Insurance

You, Your

The person named as the insured in the Policy Schedule

Your Claim

A claim by You against Your existing motor policy

2. Cover

If the **Insured Vehicle** is determined a total loss (a write off) or has been immobilised due to a fault road traffic accident, theft, fire, vandalism or an act of malicious damage and the incident occurs within the **Territorial Limits**, **We** will arrange for a **Hire Vehicle**, for **Your** use during the reasonable repair period only or until 3 days following payment has been issued to **You** in settlement of **Your** vehicle **claim** in any event not exceeding the **Limit of Cover**.

Use of the **Hire Vehicle** is covered for use within the **Territorial Limits** only.

If a Hire Vehicle is not available

If **We** are not able to provide a **Hire Vehicle** or the **Insured Vehicle** has been adapted to carry a disabled driver or passenger, **We** will, as an alternative to providing a **Hire Vehicle**:

> pay You £40 per day for the Hire Period or until the Insured Vehicle is repaired or the claim under Your motor insurance policy is settled, whichever is the earliest.

3. Exclusions

The following are not covered under this insurance:

- a) Drivers under 18 years of age in **Territorial Limits**.
- b) Any Insured Vehicle used in any way for driving tuition or hire or reward including courier work.

- c) Any charges imposed by the **Hire Company** for additional drivers if it is agreed with the **Hire Company** that they can be included.
- d) Use of the **Hire Vehicle** outside the **Territorial Limits**.
- e) Any excess that the **Hire Company** applies following an accident, fire or theft involving the **Hire Vehicle**.
- f) All fuel, fares and fines relating to the **Hire Vehicle** whilst it is in **Your** possession, including any administration fee which may be imposed by the **Hire Company**.
- g) Any claim which has not been reported to Us within 14 days of the incident, accident or theft giving rise to the claim occurring.
- h) Any provision of a **Hire Vehicle** where a **Hire Vehicle** is already available under another insurance **policy** or through other means.
- Any further Hire Vehicle charges incurred after the Hire Period.
- j) Any Hire Vehicle charges for more than 3 days after payment has been issued to You in settlement of a claim under Your motor insurance policy.
- k) The provision of a **Hire Vehicle** for an incident, accident or theft when the event occurred prior to the **Start Date** or after the period of cover has ended.
- Any claim relating to mechanical or electrical breakdown/failure or misfuelling.

- m) Fires caused by modifications not approved by the **Insured Vehicle** manufacturer, or not fitted by an appropriately qualified mechanic/technician, and/or not disclosed to the main motor **insurer**.
 - n) Claims relating to a vehicle being undriveable due to damage relating to more than one single incident.

4. Claims Procedure

If **You** need to make a **claim** for a replacement vehicle please call the **Claims Administrator** immediately, and in no event later than 14 days after the event, on telephone number 0344 600 9021.

The **Hire Company** will then contact **You** directly with a view to getting **You** mobile again as soon as reasonably possible.

You will receive a copy of the **Hire Company's** terms and conditions. It is a **Condition** of this **policy** that **You** comply fully with the terms and conditions of the **Hire Company**.

If **You** wish to take advantage of any options the **Hire Company** may offer, such as Collision Damage Waiver, the cost of these upgrades and any administration fee will be **Your** responsibility.

5. Conditions

You must comply with the following obligations, each of which is a **Condition** of this **policy**:

- a) Ensure that the **Insured Vehicle** is serviced in accordance with manufacturer's instructions covered by a valid in force **motor insurance policy** issued by an **insurer** authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority.
- b) The incident that gives rise to a claim on this policy must have been reported to Your motor insurers and You must be actively pursuing repairs or settlement of Your Claim.
- c) Provide any information reasonably requested by **Us** within a reasonable time.
- d) Ensure any claim You make is an honest claim and not one which is false or fraudulent.
- e) **You** should comply fully with the terms and conditions of the **Hire Company**.
- f) It is **Your** responsibility to ensure that the insurance provided by the **Hire Company** is sufficient for **Your** needs. This will normally be included without additional charge providing **Your** driving history is acceptable to the **Hire Company**.
- g) Any damage caused to the **Hire Vehicle** and any associated **costs** will be **Your** responsibility.
- h) **You** may have to provide comprehensive insurance for the **Hire Vehicle**.

- i) You must take all reasonable steps to mitigate the costs of the claim.
- you must take all action possible to recover any costs, charges or fees We may have paid or be liable to pay and pay such amounts recovered back to Us.
- k) You must pay Us any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums insured under this policy.
- Upon conclusion of the hire of a replacement vehicle **We** can take over and if necessary conduct proceedings in **Your** name to recover the hire **costs** of the **Hire Vehicle** from the **Third Party**.
- m) Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

6. Complaints Procedure

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

It is **Our** experience that most complaints can be resolved by speaking to the staff directly responsible for **Your Claim**. Please call Auxillis on 0800 953 7122 or write to The Quality & Support Department,

Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR. **We** will contact **You** within five working days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. In some cases it may take **Us** longer than four weeks but **You** will receive a full and final response within eight weeks of the original complaint being made.

If **You** remain dissatisfied after receiving **Our** final response to **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service, free of charge – but **You** must do so within six months of receiving **Our** response. If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances.

The Financial Ombudsman Service can be contacted at; Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. By telephone 0800 023 4567, email: — complaint.info@financial-ombudsman.org. uk or online at www.financial-ombudsman.org.

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

Key Cover Provided by Collinson Insurance

Your Demands and Needs

This policy meets the demands and needs of those who wish to insure against expenses associated with locksmith charges, new locks, replacement keys, onward transport costs, vehicle hire or accommodation costs in the event their insured keys are lost, stolen or accidentally damaged.

What words mean

The following defined words will carry the same meaning wherever they are shown in **bold** throughout section 2 of this booklet. The terms we, us, our, vou, and vour also have a defined meaning listed here, but are not highlighted in **bold** throughout the **policy**.

Period of cover

The duration this cover applies for, as stated on your Policy Schedule.

Territorial limits

United Kingdom, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Insurer/We/Us/Our

Collinson Insurance

You/Your/Yourself

The person(s) named as insured in your Policy Schedule.

The excess is the amount you must pay towards any claim, this can include both compulsory and voluntary excesses in which case the **insurer** will add them together.

The date your cover starts under this policy shown in your Policy Schedule.

Policy Schedule

The latest Policy Schedule the insurer has issued to you. This gives details of the period of insurance, the sections of the **policy** wording that apply, the **premium**, your car which is insured and details of any excesses and endorsements

Statement of Fact

The form that shows the information that you gave us, including information given on your behalf and verbal information you gave prior to commencement of the policy.

Policy

The documents consisting of this wording, endorsements, the About our Car Insurance Services document, the Statement of fact, the Policy Schedule and the Certificate of Car insurance identified by the same **policy** number.

Policy Limit

The total amount payable in respect of each insured event (unless otherwise stated) and in total for all insured events in any one year.

Period of Insurance/Cover

The length of time for which the **insurer** will insure **you**. This is shown in the **Policy Schedule**.

Policyholder

The first person named on the Policy Schedule.

Your vehicle, home, and office keys and keycards.

The locks associated with the keys.

The private residence shown in your Policy Schedule including its garages and outbuildings if they form part of the property.

United Kingdom/UK

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

Insured vehicle

Your vehicle, which you own and is specified in your motor insurance policy.

Maximum limit

The maximum amount that we'll pay towards your claims in a period of cover.

MOT checklist

The current MOT requirements as described on www.motinfo.gov.uk

Key cover

Your policy cover

We will assist **you** with the **costs** associated with **key** and **lock** repair or replacement, including onward transportation as appropriate.

Significant features and benefits	Significant or unusual exclusions or limits
The cost of lock and key replacement and onward transportation in the event of lost, stolen or damaged vehicle (including reprogramming of alarms and immobilisers), home or office keys (including security safe) up to the policy limit.	
The cost of gaining access in the event that your keys are locked in or broken in the lock of your vehicle, home or office and if necessary provide reimbursement for a replacement key and/or lock up to the policy limit .	Any claim for theft of keys which is not reported to the police and a crime reference number obtained. (Conditions 1)
Up to £75.00 (including VAT) per day for up to 3 days for car hire if you are stranded away from home due to theft or loss of your car keys or alternatively reasonable public transport or taxi fares.	Any claims for public transport or taxi fares with no valid receipts or tickets. (Exclusions or Limitations 2)
You can register a claim 24 hours and 365 days a year.	

- Registering a claim does not pre-qualify your claim for reimbursement of costs.
- > Please note that you will be responsible for all costs in the first instant and the claims administrator will reimburse these costs once your claim has been validated.
- > Reimbursement is subject to you providing the original invoice(s), receipt(s), any relevant crime reference number and complying with all other terms and conditions of this insurance.
- All costs outside of the terms of this policy must be met and paid for by you.

How to make a claim

- If you need to make a claim please check your policy to ensure you have a valid claim and contact the claims line on 0344 856 2270 as soon as possible.
- You will be asked to explain what has happened, however, our claims handlers cannot advise whether your claim is valid or quarantee your reimbursement.
- Our claims handlers will log all relevant details for your claim to be processed, and advise Specialist Claims of your claims details, who will assess your claim.
- If your keys have been lost/stolen it is important to contact the police and obtain a loss property/crime reference number.
- It is your responsibility to pay and replace the key or lock upfront, you must ensure you keep all original invoices and receipts you have received.
- Send the original copy of the invoices/receipts you've received to the postal address below, along with the reference number (received from our claims handler) and the Loss Property/Crime Reference number (if applicable).
- You will be responsible for any costs over the total policy limit.

To make **claim** send all receipts/invoices to:

Davies Group, Unit 8 Caxton Road, Fulwood, Preston, PR2 9HZ

Alternatively, you can register a claim at **keyclaims@davies-group.com**

Features and Benefits

This **policy** provides **you** with up to £1,500 (including VAT) of cover in the event that any **keys** are lost, stolen or damaged within the **territorial limits**.

What is covered:

- > If your keys are stolen, damaged or lost anywhere in the UK, you must report this to the claims administrator. All claims for theft must be reported to the police and a crime reference number obtained. Upon validation of your claim the claims administrator will reimburse you for the cost.
- > If your keys are found, the claims administrator will contact you to discuss the appropriate action.
- > Broken or locked in keys If your keys are locked in your vehicle, home or office or broken in any lock denying you access to your property, you must report this event to the claims administrator. Upon validation of your claim the claims administrator will reimburse you for the cost.
- > Stranded If you are stranded more than 5 miles from home by theft, loss or damage of your keys and have no access to your vehicle the claims administrator will pay £75 per day including VAT for car hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable.

The claims administrator must be notified of the circumstances first.

- > There is no excess payable.
- You can make a claim on this policy without affecting your 'No Claims Bonus' on your other insurance policies.

Conditions

- The police must be notified of all stolen keys and a crime reference number obtained.
- All costs for any services rendered must be met by you and you must forward the original detailed invoice(s), receipt(s) and crime reference number to the claims administrators as soon as possible. Providing your claim is within the terms of this policy the claims administrator will validate your claim and reimburse your outlay up to the policy limits.
- Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys 15 miles and over, the mode of transport should be a bus or train unless you are physically unable to use public transport. For short journeys up to 15 miles, a taxi would be acceptable.
- All receipts and tickets must be retained; valid receipts will be required to enable reimbursement.
- You must take care to avoid anything which may result in a claim under this policy.

Exclusions or Limitations

The **Insurer** will not provide cover in respect of:

- any claim for theft of keys which is not reported to the police and a crime reference number obtained;
- 2. any claims for public transport or taxi fares with no valid receipts or tickets;
- 3. Any upfront car hire cost not authorised via the claims administrator;
- 4. any **claim** for replacing **locks** when only parts need changing;
- any claim for damage to locks or keys by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually;
- 6. any claim for additional or duplicate keys;
- any claim for loss or damage caused by any act of war, invasion or revolution;

- 8. locks that are damaged prior to the loss or theft of **keys**;
- replacement locks or keys of a higher standard or specification than those replaced;
- 10. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



How Collinson Insurance collect and use your data

1. We use the information about You

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your policy** is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- > meet **Our** contractual obligations to **You**;
- > issue You this insurance policy;
- > deal with any claims or requests for assistance that You may have
- service Your policy (including claims and policy administration, payments and other transactions); and,
- > detect, investigate and prevent activities which may be illegal or could result in Your policy being cancelled or treated as if it never existed.

In order to administer **Your policy** and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, **third party** administrators, contractors, investigators, crime prevention, debt collection organisations and claims management companies where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.

2. Processing Your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **We** have with **You**;
- > is in the public or **Your** vital interest: or
- > for **Our** legitimate business interests.
- if We are unable to rely on the above, We will ask for Your consent to process Your data.

3. How We store and protect Your information

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **Your** personal information during the **Period of Insurance** and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in Our offices to protect the information that You have given Us. The personal information We have collected from You will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, You could be refused certain services, finance, or employment. Further details of how Your information will be used by Us and these fraud prevention agencies and databases, and Your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy/.

4. How You can access Your information and correct anything which is wrong

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Email address:

data.protection@collinsongroup.com Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service, or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at www.ico.org.uk/

5. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. You must tell Us of any changes to the answers You have given as soon as possible. Failure to advise Us of a change to Your answers may

mean that **Your policy** is invalid and that it does not operate in the event of a **claim**.

6. Fraudulent or Unfounded Claims

If any **claim** under this **policy** is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent **claim** shall be forfeited and (if appropriate) recoverable.

We shall not be liable to **You** in respect of a relevant **claim** occurring after the time of the fraudulent act.

For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and

- > **We** need not return any premiums paid.
- > may share information about the circumstances with other organisations, public bodies and authorities, and other law enforcement agencies for criminal investigation.
- > nothing in these clauses is intended to vary the position under the Consumer Insurance Act.

7. Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **We** cannot meet our liabilities under this **policy**. Further information about compensation scheme arrangements is available at **www.fscs.org.uk** or by telephoning **0207 741 4100**.

Products

Section 3: Breakdown cover, provided by the RAC

Status

Sainsbury's Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 184514) and the Prudential Regulation Authority. Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

Breakdown cover provided by RAC Motoring Services (FCA Registration: 310208) and RAC Insurance Ltd (FCA Registration: 202737). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



Important information about your policy

Any words in this **policy** booklet that are in **bold** type are defined. Please see the Definition of words which explains the meaning of each defined term.

RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who own or drive vehicles and wish to make sure the risk of the breakdown of the vehicle is met now and in the future.

This **policy** booklet contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this **policy** booklet. The drivers must meet these conditions or **we** may not provide the RAC Breakdown Cover.

You'll receive a Car Insurance **Policy** Schedule for each vehicle. This should be kept in the vehicle to make sure we're able to provide the services.

Please read this **policy** booklet carefully to check the cover **you** have chosen and to make sure it meets **your** demands and needs.

Please make sure these documents are kept in a safe place. If **you** cannot find any of **your** documents, please contact Sainsbury's Bank plc to request a replacement.

This **policy** booklet is the contract of insurance between **you** and RAC Motoring Services.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this **policy** booklet and the Car Insurance **Policy** Schedule) and other information relating to this contract will be in English.

Law

The parties are free to choose the law applicable to **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Terms and conditions

Cover

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

If **you** would like to change the **vehicle** covered under **RAC Breakdown Cover**, please see Changes to **your** details in this **policy** booklet.

Reimbursement of payments

Where **we** state in this **policy** that **we** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a **claim** form (which is available on request by calling: **0330 159 0337**) and proof of payment.

For reimbursement of payments made by **you** under this **policy** please submit proof of payment to **us** at:

RAC Breakdown Customer Care Great Park Road Bradley Stoke Bristol BS32 4QN In certain circumstances, **we** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

Period of cover

RAC Breakdown Cover provides cover for the period of cover as set out in your Insurance Policy Schedule.

Additional services provided by the RAC

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

- buy any parts necessary to complete a repair of the **vehicle**;
- receive specialist services to complete a repair of the **vehicle**;
- > provide any other services that may be available for an additional cost, as stated in this booklet.

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

What words mean

The following defined words will carry the same meaning wherever they are shown in **bold** throughout section 3 of this booklet.

Beyond commercial economical repair

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

Breakdown/breaks down/broken down

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

Business use

Means the use of a **vehicle** in connection with hire or reward and/or couriers;

Caravan/trailer

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

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

Car Insurance Policy Schedule

Means the document confirming **your RAC Breakdown Cover** agreement which contains important details about **your** cover and which must be read in conjunction with
these terms and conditions.

Claim/call out

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

Driver/their/they

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

Emergency service

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

End date

Means the date that this **RAC Breakdown Cover policy** expires as shown on the **Car Insurance Policy 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 Ceuta and Melilla), Sweden, Switzerland, Turkey (in **Europe**) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea.

Home

Means the address in the **territory** where **you** permanently live.

Journey

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

Market value

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

Modified vehicle

Means any **vehicle** that has been modified from the manufacturer's specifications.

Party

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

Period of cover

Means the period from the **start date** to the **end date** (as shown on the **Car Insurance Policy Schedule**).

Premium

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

RAC/we/us/our

Means **RAC** Motoring Services and the additional services and **RAC** Insurance Ltd in respect of Sections D, E and F and each of its authorised agents.

RAC Breakdown Cover

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

RAC contractor

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

RAC patrol

Means a technician employed by the RAC.

Road traffic accident

- > for the purposes of Section F only, means a traffic accident involving a **vehicle**; and
- > for the purposes of all other Sections of this RAC Breakdown Cover, means a traffic accident involving a vehicle within the territory.

Service provider

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

Specialist equipment

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

Start date

Means the date that this **RAC Breakdown Cover policy** begins as shown on the **Car Insurance Policy Schedule**.

Territory

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

Vehicle

Means the **vehicle** shown on **your Car Insurance Policy Schedule** that is registered in the UK and complies with the following specifications:

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

For the purpose of Section F means the **vehicle** shown on **your Car Insurance Policy Schedule** that is registered in the UK that complies with the following specifications:

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

You/your

Means the person shown on the **Car Insurance Policy Schedule** and that is permanently resident in the **territory**.

Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside subject to the terms and conditions below.

What is covered

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

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

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

> provide transport for the driver and up to 8 passengers, of the broken down vehicle to that chosen destination. If more than five people require transportation, we may need to provide transport in separate vehicles; or > if the driver chooses for us to transport the vehicle to a garage, we'll reimburse the driver's taxi fare for a taxi journey to a destination up to 20 miles from the garage for the driver and up to 8 passengers of the broken down vehicle as long as this is agreed with us in advance. In order to claim a reimbursement of the taxi fare, you must send the receipt for the taxi journey to us at the breakdown customer care address shown in Section Complaints.

What is not covered

- > Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
- > The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section A. If the RAC patrol or RAC contractor has the required parts you or the driver can buy the relevant parts from us for an additional charge. The parts must be paid for in full at the time of the breakdown and before the repair starts. We'll not fit any parts (including batteries) bought from any third party. This is to make sure that parts are fitted from reputable sources in order to avoid further call outs under RAC Breakdown Cover;

- Any breakdown resulting from a fault where we have previously provided breakdown cover for that fault and either:
 - we consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by party other than the RAC; or
 - we advised any driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these other repairs.

Section B. Recovery

Please refer to **your Car insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery as set out in this Section B.

What is covered

If a vehicle has broken down in the territory during the period of cover and following an RAC patrol or an RAC contractor attending the breakdown (and not being able to repair the vehicle locally within a reasonable time), we decide to recover the vehicle in accordance with the cover under Section A, we'll transport the vehicle (and any caravan or trailer attached to it) and the driver and up to 8 passengers, of the broken down vehicle to a destination within the territory chosen by the driver. If more than 5 people require transportation, we may need to provide transport in separate vehicles.

Where **your home** is in Northern Ireland, under this Section B, any **breakdown** cover will include the Republic of Ireland. The **vehicle**, the **driver** and up to 8 passengers are entitled to be recovered from the Republic of Ireland to **your home** in Northern Ireland or a single destination chosen by the **driver** where the distance is less than to **your home**.

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

What is not covered

- > Recovery that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Recovery cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
- > Recovery to more than one destination including a second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions;
- > Where we can demonstrate that the recovery service as set out in this Section B, is being used by you and/or the driver to avoid the cost of repairing the vehicle;

- > Any recovery required as a result of a breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
 - we consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired by a party other than the RAC; or
 - we advised the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs;
- > Where a recovery is required due to a breakdown as a result of a problem with the tyre of the vehicle we'll not provide recovery over 10 miles where no serviceable spare tyre is carried by the vehicle or no suitable alternative (as recommended by the manufacturer) is available; or
- > Any **vehicle** that is already at a garage or other place of repair.

Section C. At Home

Please refer to **your Car insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home as set out in this Section C.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** within a quarter of a mile of the **driver's home** as measured by **us**, **we'll** provide an **RAC patrol** or an **RAC contractor** to either:

- > Repair the **vehicle** at the roadside or the **home**; or
- > If we're unable to permanently repair the vehicle at the roadside or at the driver's home, we'll decide, based upon our technical expertise in breakdown situations, either to provide a temporary repair to the vehicle at the roadside or transport the broken down vehicle (and any caravan or trailer attached to it) to a single destination chosen by the driver within 10 miles of the breakdown as measured by us. We'll only transport the caravan or trailer if the vehicle has broken down.

What is not covered

- > Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested after the RAC patrol or the RAC contractor has left the vehicle;
- The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section C. If the RAC patrol or RAC contractor has the required parts, the driver can buy the relevant parts from us for an additional charge. The part must be paid for in full at the time of the breakdown and before the repair starts. We'll not fit any parts (including a battery) bought from any third party. This is to make sure that parts are fitted from reputable sources in order to avoid further call outs under RAC Breakdown Cover:
- Any breakdown resulting from a fault where we have previously provided breakdown assistance for that fault and either:
 - we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC: or
 - we advised the driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these further repairs.

Section D. Onward Travel

Please refer to **your Car insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward
Travel as set out in this Section D.

What is covered

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

- > replacement car hire; or
- > alternative transport costs; or
- > hotel accommodation

What is not covered

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

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

Replacement car hire

What is covered

We will (subject to availability):

- > arrange and pay for:
 - the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of 3 consecutive days or until the **vehicle** has been repaired, whichever is sooner).
 Any replacement car will be limited to a small hatchback; and
 - insurance for the replacement car, including collision damage waiver that waives the **costs** of damage resulting from a collision, but excluding any excess; or
- > if you do not comply with the terms and conditions of the hire company used by us and you agree with us to arrange a replacement hire car with another hire car supplier, we'll reimburse you up to £35 per day up to a maximum of 3 consecutive days or until the vehicle has been repaired, whichever is sooner for the cost of the replacement car hire arranged by you.

What is not covered

Any replacement car hire arranged by us where the driver of the replacement car does not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the driver to hold and present a driving licence or being able to provide a valid credit or

- debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;
- > Any replacement car hire arranged by the driver that has not been agreed with us prior to the driver making the arrangements or any request that is not made on the same day as the breakdown occurred;
- > We will not cover the cost of:
 - delivery and collecting of the hire car vehicle including any fuel used during delivery and collection;
 - any fuel used while the hire car is with a driver, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions;
 - any insurance excess payable under any insurance for the replacement car;
- > We will not supply:
 - any specific car type or model. We can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - replacement cars with a tow bar; or
 - specially adapted vehicles.

Alternative transport

What is covered

We'll arrange rail, air or other public transport for the **driver** and up to 8 passengers of the **broken down vehicle** to reach the intended end of the journey within the **territory** and reimburse **you** for the **costs** of such transport up to £150 per person or £500 for all persons, whichever is less. The **driver** will have to pay for any additional transport **costs**.

Hotel accommodation

What is covered

We'll arrange one night's bed and breakfast accommodation for the **driver** and up to 8 passengers of the **broken down vehicle** in a hotel of **our** choice and reimburse **you** for the **costs** of such accommodation up to £150 per person or £500 for all persons, whichever is less. The **driver** will have to pay for any additional hotel **costs**.

Assistance in a medical emergency

What is covered

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

- > arrange for one night's bed and breakfast accommodation for the **driver** and up to 8 passengers of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of **our** choice and reimburse **you** for the **costs** of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You'll** have to pay for any additional hotel **costs**; and
- > arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

What is not covered

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



Section E. Mis-fuel Rescue

Mis-fuel cover is included in all levels of Sainsbury's Bank **RAC Breakdown Cover**.

What is covered

If a vehicle has broken down due to a mis-fuel in the territory during the period of cover, we'll provide an RAC patrol or an RAC contractor to either:

- > drain, flush and clean out the fuel system;
- > fill the vehicle with up to 10 litres of fuel to get the vehicle mobile and allow you to drive to the nearest fuel station; and
- > arrange the safe disposal of contaminated fuel;
- if we're unable to repair the vehicle due to mechanical damage caused by the mis-fuelling, we'll transport the vehicle, you and up to 8 passengers to our nearest approved garage network in the territory for repair;
- > if more than 5 people require transportation we may need to provide transport in separate vehicles.

What is not covered

We will not cover any costs in respect of:

- > any damage due to:
 - AdBlue or similar diesel exhaust fluid being put in the fuel tank;
 - wear and tear;
 - pre-existing defects;
 - any **breakdown** or damage not caused by **you** mis-fuelling;

- repairs, replacements or alterations not authorised by us; or
- > the cost of refuelling the **vehicle** with any more than 10 litres of fuel; or
- any act which we believe is wilful, unlawful, malicious or negligent.

Section F. European Motoring Assistance

Please refer to **your Car Insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for European
Motoring Assistance as set out in this Section F.

Required terms

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

- > credit card (required if a driver needs to take advantage of any vehicle hire benefit, buy any replacement parts or receive additional services from the RAC);
- > full UK Driving licence (photo card licence) and National Insurance number;
- > proof of RAC Breakdown Cover (such as the Car Insurance Policy Schedule);
- > vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the vehicle on the **iourney**.

Important car hire information

We cannot guarantee that we'll be able to arrange a hire car equivalent to the **vehicle**. If the **driver** is travelling in an MPV or similar vehicle we may arrange two hire cars. We'll only arrange this if there are two qualified drivers in the party. Otherwise we'll arrange alternative means of transport. Car hire arranged under this Section F will be subject to the normal conditions of the hiring company. We use reputable car hire companies with market standard terms and conditions which the driver must fully comply with. The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France). The **driver** must present **their** driving licence to the hire company and present their full UK driving licence, National Insurance number and any other information requested.

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

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

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

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

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

We cannot guarantee a hire car will be available.

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

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

Caravans and trailers

We do our best to find solutions to motoring problems, but we regret that we can't arrange a replacement caravan or trailer. It is also virtually impossible to hire vehicles with tow bars so the driver may need to leave the caravan or trailer with the vehicle while it's being repaired and it may become necessary to repatriate the caravan or trailer together with the vehicle, if the vehicle cannot be repaired abroad by the return date.

Important

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

Motor insurance and vehicle warranty

Cover under this Section F does not replace motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking a **vehicle** abroad. If **you** do not, the **motor insurance policy** may only provide cover for damage caused to other people or their property. This means that there will not be cover for damage to the **vehicle** (including damage caused by fire) or theft of the **vehicle**. The insurers will also need to know if the **vehicle** is towing a **caravan** or **trailer**.

If the **vehicle** has a manufacturer's or other mechanical warranty, **we'll** provide emergency assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to current conditions in that country. For example, strike action may delay or prevent our service under this Section F. If this is the case, we'll not be liable for any losses that the driver may suffer as a result of the disruption or unavailability of our services. To obtain current information on conditions in the countries the driver is travelling to, please refer to the Foreign and Commonwealth Office website at:

www.gov.uk/government/organisations/foreign-commonwealth-office

or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

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

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

The Sections of European Motoring Assistance

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

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

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

We'll then discuss the preliminary fault diagnosis with the **driver** and determine which other benefits may be available under this Section F as a result of the **claim**. For example, if the repairs cannot be completed within 12 hours, we'll discuss whether the **driver** would like us to arrange transport to continue the **journey** to the original destination (under Section F3) or arrange accommodation while the **driver** waits for the repair to be completed (under Section F5). These alternatives will be discussed with the **driver** at the outset so that the best course of action can be agreed. We will have the final say on the best course of action if this cannot be agreed.

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

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

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

Important

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

Section F1: Journey continuation in the territory

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** within 24 hours of the planned departure date of the **journey** from the **territory** and, following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **we're** unable to repair the **vehicle** once **we** have decided that **we** cannot get the **vehicle** repaired locally within 24 hours, **we'll** arrange and pay for the cost of a replacement car (including collision damage waiver) to enable the **driver** to continue the **journey** for up to 14 consecutive days.

What is not covered

- A breakdown during a journey where the breakdown occurs more than 24 hours prior to the planned journey;
- > Fuel and oil costs, personal insurance or any other extra costs;

- > The excess payable under any insurance for the replacement vehicle; or
- > A replacement car following a road traffic accident in the territory.

Section F2: Roadside assistance in Europe

What is covered

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

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

What is not covered

- > Repair costs, including labour charges, if the vehicle was in a road traffic accident;
- > If the vehicle cannot be driven due to a road traffic accident, any damage which you or the driver are entitled to have repaired by your motor insurers must be reported to them immediately. Your insurers must decide whether to authorise repairs abroad or have the vehicle repatriated. We cannot repair the vehicle.
- > Repair costs if, in our reasonable opinion, the vehicle is beyond commercial economical repair;
- Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the vehicle, nor render it unsafe to drive;
- The cost of any parts required to repair the **vehicle**;
- Repair costs not directly necessary to enable the vehicle to continue the journey; or
- If the vehicle suffers a breakdown as a result of mis-fuelling we'll not repair the vehicle (including not draining or removing the fuel). We'll only recover the vehicle to a local repairer. We may be able to repair the vehicle and/or arrange recovery of the vehicle to another location for an additional charge. Any further service under this Section F will not be provided.

Section F3: Journey continuation in Europe or return home

Cover under this Section F3 is not available if **you** benefit from additional accommodation expenses under Section F5.

What is covered

If the **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section F2, the **vehicle** cannot be repaired in accordance with Section F2 within 12 hours of the **breakdown** or **road traffic accident**, **we'll** arrange and pay for the **driver** and the **party** to continue the **journey** by any one or a combination of:

- a replacement hire car (including collision damage waiver) until the vehicle has been fixed up to 14 consecutive days; and/or;
- > a standard class ticket up to £125 per person per day, up to a maximum of £1,500 in total for travel by air, rail, taxi or public transport.

Cover under this Section F3 will stop once the **vehicle** has been repaired to a roadworthy condition and **you** or the **driver** have been notified. Once **you** or the **driver** are notified that this is the case, the **driver** must return any hire car to the place of collection of the hire car or can choose to keep the hire car for an additional period to continue the intended **journey**; however, all additional hire car **costs** are payable by the **driver** and will be charged to the **driver's** credit card.

What is not covered

- > Fuel and oil costs, personal insurance or any other extra costs;
- > The excess payable under any insurance for the replacement vehicle;
- > The cost of any replacement vehicle after 24 hours (or such other time agreed with us) the driver being notified that the vehicle has been repaired or is to be repatriated or is beyond commercial economical repair;
- > First class rail and air fares;
- > The costs of meals or any other expenses; or
- Any costs during the receipt of any benefits under Section F5.

Section F4: Replacement parts dispatch What is covered

If a vehicle has broken down in Europe during a journey during the period of cover and, following a service provider attending the breakdown in accordance with Section F2, the vehicle requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, we will, (subject to availability) arrange the purchase of such replacement parts and arrange and pay for:

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

What is not covered

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

Important

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

Section F5: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from Journey continuation under Section F3.

What is covered

If a **vehicle** has **broken down** or been in a road traffic accident in Europe during a **iourney** during the **period of cover** and. following a service provider attending in accordance with Section F2 the vehicle cannot be repaired within 12 hours of the breakdown or road traffic accident, we will, subject to the overall limits of cover, arrange and pay a contribution of £30 per person per night up to a maximum of £500 towards additional (not alternative) accommodation for the driver and the party in a hotel of our choice whilst waiting for the **vehicle** to be repaired. **We** will also pay for local taxi fares authorised by us in advance between the place of repair and the accommodation.

What is not covered

- Any accommodation costs that the driver or the passengers would have otherwise incurred on the journey;
- > Any accommodation costs if the driver has alternative accommodation available for use:
- Any accommodation costs once you or the driver have been notified that the vehicle has been repaired, is to be repatriated or is beyond commercial economical repair;

- > The **costs** of meals or any other extra **costs** and expenses; or
- > Any **costs** during the receipt of any benefits under Section E3.

Section F6. Replacement driver What is covered

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

What is not covered

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

Section F7: Vehicle break in – emergency repairs

What is covered

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

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

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

What is not covered

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

Important

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

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



Section F8: Vehicle repatriation What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section F2, the **vehicle** cannot be repaired by the planned return date to the **territory**, **we** will arrange and pay for:

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

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

What is not covered

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

Any claim if the vehicle, caravan or trailer is being repatriated, and customs in any country find its contents are breaking the law of that country.

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

Important

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

It is **our** decision alone whether to repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown** or **road traffic accident** except where the **road traffic accident** is covered by a **motor insurance policy**. If the **vehicle** has been in a **road traffic accident** that is covered by a **motor insurance policy**, **we'll** follow **your** insurers' decision on whether to have it repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that it's **beyond commercial economical repair**.

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

If the **vehicle** is **beyond commercial economical repair**, **you'll** have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **you'll** be considered to have authorised **us** to dispose of it as **we** choose.

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

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

Section F9: Collection of vehicle left abroad for repair

Cover under this Section is only available where **we** have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Section F8.

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section F2, the **vehicle** cannot be repaired by the planned return date to the **territory** and the **driver** and the **party** have been repatriated to **your home** under Section F3, **we'll** arrange and pay for one person, up to £600, to collect the **vehicle** and return it to the **territory**, by any one or a combination of:

- > second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the **vehicle**;
- additional ferry fares from the territory to Europe and back for a vehicle and one person; and/or
- > local taxi fares authorised by **us** in advance.

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

What is not covered

- > fuel and oil costs, personal insurance or any other extra costs;
- > the costs of meals or any other extra costs and expenses;
- > First class rail fares;
- > costs for more than one person;
- > transportation costs for any personal belongings, valuables, animals or luggage; or
- > any storage charges once you or the driver have been notified that the vehicle is ready for collection.

Important

Any decisions as to whether the **vehicle** can be repaired abroad so that **you** (or someone nominated by **you**) must return and collect it on completion of the repair or that the **vehicle** cannot be repaired and must be repatriated will be determined by **us** in accordance with Section F8.

Section F10: Customs duty indemnity

What is covered

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

What is not covered

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

Section F11: Urgent message relav service

What is covered

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

What is not covered

Cost of relaying any urgent message not arranged through us.

General conditions for this Section F

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

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

General exclusions for this Section F

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

- if the driver fails to contact us within 24 hours of becoming aware of the breakdown we may refuse to provide cover in relation to the breakdown;
- > any costs which the driver or passengers would have had to pay if the breakdown or road traffic accident (as applicable) had not occurred;
- > replacement vehicles:
 - the provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox; or
 - the provision of a replacement caravans or trailers.

Please note **your** cover under this Section F does not extend to any replacement vehicle.

- > any breakdown or road traffic accident caused directly or indirectly by the overloading of a vehicle under the laws in any country in which the vehicle is travelling;
- > any personal belongings, valuables, luggage, goods, vehicles, boats in or on a vehicle. The driver is responsible for the care of these items at all times;

- > any breakdown or road traffic accident caused directly or indirectly by:
 - running out of oil or water;
 - frost damage; or
 - rust or corrosion;
- > any claim which you or the driver could make under any other insurance policy. If the value of the claim is more than the amount you or the driver can get from any other insurance we may pay the difference. If we do make a payment it will not be more than the appropriate benefit limit under this Section F;
- > if the breakdown or road traffic accident is caused by flooding brought about by adverse weather we'll only arrange for the vehicle to be taken to a local repairer. All further service will be at the driver's cost, or must be referred to the vehicle's motor insurer;
- > any travel outside the **territory** and **Europe**;
- > routine servicing of the vehicle, replacing tyres, replacing windows, replacement of missing* or broken keys. We may be able to arrange for the provision of these services but the driver must pay for any costs incurred.

^{*}Keys which are locked inside the **vehicle** are covered and **we** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at the **driver**'s risk and the **driver** must pay for any **costs** incurred.

If the **vehicle breaks down** as a result of a problem with its tyre, **we'll** give assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, General exclusion 16b(i) will apply.

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

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

General conditions

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

You must pay the premium for this RAC
 Breakdown Cover and any applicable
 taxes by the due date set out in the Car
 Insurance Policy Schedule or this RAC
 Breakdown Cover may be cancelled in
 accordance with the cancellation provisions in
 Section RAC Breakdown Cover cancellation;

- Any claim for a reimbursement of payments made must be accompanied by proof that such payment has been made before we'll reimburse you, for example, a receipt or invoice relating to the payment;
- 3. The **vehicle** must be registered at **your home**.
- 4. A driver that can legally drive the vehicle and is willing to drive the vehicle must be with the vehicle at the time of the breakdown and when the RAC patrol or RAC contractor arrives at the breakdown. If they are not, we'll not provide any service related to the breakdown;
- If we provide an onward transportation service of passengers of a vehicle, anyone under the age of 16 must be accompanied by someone who is 17 or over;
- 6. If we provide an onward transportation service for the driver and the passengers of a vehicle, any animals that were in the vehicle can only be transported in the vehicle at your or the driver's own risk. We will not transport animals in the recovery vehicle and we'll not be liable for or insure any animal during any onward transportation; however, any assistance animals must be transported with their owners;
- We'll attend a breakdown at the driver's request in good faith; by making a request for service under the terms of this RAC Breakdown Cover you or the driver confirm that the driver and your vehicle comply with all legal requirements;

- Each driver must be authorised by you to be driving the vehicle and be a permanent resident in the territory. If not, we'll not be able to provide any service related to the breakdown; and
- The driver must be able to prove the vehicle's eligibility by producing the valid Car Insurance Policy Schedule applicable to the vehicle they are driving.

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

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

General exclusions

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

- any breakdown or request for service occurring within the first 24 hours of you joining RAC Breakdown Cover; however, this 24 hour exclusion period will not apply on renewal of RAC Breakdown Cover.
 For Section A, we'll attend the vehicle and provide cover within the first 24 hours, but only where the vehicle had not broken down prior to you joining RAC Breakdown Cover:
- attendance following a road traffic accident in the territory. If a driver has had a road traffic accident in the territory and would like us to recover the vehicle, we may be able to help for an additional charge;
- attendance following fire, flood (in the territory), theft, act of vandalism or any other incident covered by any policy of motor insurance. If you or a driver would like us to recover the vehicle following one of these incidents we may be able to help for an additional charge;
- 4. assistance in a medical emergency;
- any vehicle that is already at a garage or other place of repair;
- any vehicle which is used for business use;
- servicing or assembly of a vehicle;
- vehicles which have broken down on land to which a driver or we do not have permission to access;

- 9. vehicles which have broken down as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and are not subject to the normal rules of the public highway. Vehicles participating in any event which takes place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
- vehicles being demonstrated or delivered under trade plates;
- 11. the recovery of any caravan or trailer in the territory except where the vehicle that was towing the caravan or trailer has broken down. If the driver would like us to recover any caravan or trailer in these circumstances, we may be able to help for an additional charge;
- the transportation of any vehicle which the RAC patrol or RAC contractor considers (acting reasonably) is loaded over its legal limit;
- 13. the cost of specialist equipment for any reason (including safely lifting a modified vehicle). We may be able to arrange breakdown and recovery services with specialist equipment if needed for an additional charge; all costs of such services will be payable in advance direct to the RAC, RAC patrol or RAC contractor;
- 14. transportation of any horses or livestock;

- 15. any services or benefits relating to a breakdown that was reported under a different RAC agreement to this RAC Breakdown Cover. To receive any services or benefits under this RAC Breakdown Cover, the driver must have reported the breakdown against this RAC Breakdown Cover;
- 16. any costs:
- incurred without our prior consent. All requests for service must be made directly to us;
- i. relating to repairs of wheels and tyres and costs relating to any vehicle not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and of sourcing it;
 - ii. the cost of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the **driver** to reach a garage to get the tyre replaced;
- relating to a **driver** having failed to carry or having misused any equipment provided by the **vehicle** manufacturer for the purposes of removing the **vehicle** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
- d. relating to repairs to or replacement glass in the vehicle. We'll arrange the recovery of the vehicle to a nearby garage for assistance but we'll not pay for any replacement glass or pay for the fitting of any glass. The driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;

- e. relating to the keys to a vehicle being lost, stolen, or locked in the vehicle. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We'll only arrange the recovery of the vehicle to a nearby garage for assistance and the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
- f. relating to the keys to a vehicle being broken. We may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We'll only arrange the recovery of the vehicle to a nearby garage for assistance and you or the driver will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
- g. for **vehicle** storage charges unless otherwise expressly included in the relevant Section; or
- for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the vehicle under RAC Breakdown Cover and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
- 17. we'll not pay for any losses that are not directly associated with the breakdown or the incident in relation to which a claim is made under RAC Breakdown Cover. For example, loss of earnings due to us being unable to repair the vehicle at the roadside, losses caused by delay in us (or any third party) providing any benefit of service or onward travel costs such as missed flights

- (except that this will not apply in relation to any **claim you** or a **driver** may have for death or personal injury);
- 18. we'll not provide any service under RAC Breakdown Cover if we're prevented from doing so in circumstances beyond our reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances we'll take steps to prevent or minimise the effects of such circumstances on our services;
- 19. in the event of involvement of an emergency service, we'll not remove the vehicle until all emergency services concerned have provided us with authorisation. If the emergency services insist on the removal of the vehicle by anyone other than us, we'll not meet the cost of the removal; or
- any claim caused directly or indirectly by the driver being affected by intoxicating liquors or drugs.

Misuse of RAC Breakdown Cover

You and each driver must not:

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

In the event that this condition is not complied with, **we'll** contact **you** to discuss **our** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with, **we** reserve the right to:

- > refuse to provide any services to you or the applicable driver under this RAC Breakdown Cover with immediate effect;
- > immediately cancel this RAC Breakdown Cover in accordance the cancellation provisions; and
- > refuse to sell any services to **you** or the applicable **driver** in the future.

We'll notify **you** in writing in the event that **we** decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way, **RAC Breakdown Cover** will be cancelled immediately and all **claims** forfeited and **we** may also take any of the additional steps as set out above.

Changes to your details

You must notify Sainsbury's Bank plc immediately if **you** want to amend any details relating to **RAC Breakdown Cover** including any change of address and any change to any **vehicle** to be covered under **RAC Breakdown Cover**.

If necessary, **you'll** be sent a revised **Car Insurance Policy Schedule** reflecting the changes made to **your** details.

All communications from the **RAC**, Sainsbury's Bank plc or **our** representatives shall be deemed duly sent if sent to **your** last known address.

Changes to RAC Breakdown Cover terms and conditions

We can make changes to **RAC Breakdown Cover** terms and conditions at any time:

- To respond proportionately to changes in general law in the **territory** or decisions of the Financial Ombudsman Service;
- That are necessary to meet regulatory requirements; and/or
- To reflect new industry guidance and codes of practice which increase the standards required for consumer protection or to make RAC Breakdown Cover terms and conditions clearer and fairer to you.

Any change to **RAC Breakdown Cover** terms and conditions (together with the reasons for such changes) will be notified to **you** at least 21 days in advance of the date that the change is due to take effect. **We** recommend **you** notify any **driver** that is affected by the change.

If the change disadvantages **you** or any **driver**, **you** may cancel **RAC Breakdown Cover** immediately by contacting Sainsbury's Bank plc. **You'll** be entitled to a refund of the **premium** paid subject to a deduction for the period from the **start date** to the effective date of cancellation of **RAC Breakdown Cover**. This will be calculated (daily) on a pro-rata basis.

Your Data

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 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.

What is your data?

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

- Personal data is information the RAC hold on record which identifies you. This may include your name, address, email address and telephone number;
- The RAC will may also hold data about you that is not personal, for example, information about your vehicle; and
- 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 data when it is absolutely necessary and in accordance with data protection laws.

How the RAC obtain and collect your data

Your data may be collected in a number of different ways. For example, when you purchase RAC Breakdown Cover, contact the RAC through social media or make a claim under your RAC Breakdown 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.

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 or contact the Data Protection Officer:

- 1. Call the **RAC's** Customer Service Team: 0330 159 0337; or
- Email the RAC: membershipcustomercare@rac.co.uk; or
- Write to the RAC:

RAC Great Park Road, Bradley Stoke Bristol BS32 4QN



Who to contact

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

Call us on 0330 159 8485

Broken down in France and Monaco

Freephone (from a landline) 0800 290 112

Pay call (from a mobile) **00 33 472 43 52 55**

Broken down in Europe*

Calling from Europe (from a landline) 00 33 472 43 52 55

Calling from Republic of Ireland (ROI) 1800 535 005

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

If a **driver** has hearing difficulties, the **RAC** can be contacted using a Textphone by prefixing the relevant number with **18001** to be connected to Typetalk or using the SMS facilities on: **07855 828282**

European Motoring Assistance (Section F)

To request a **claim** form (from the UK) **0330 159 0337**

Email: breakdowncustomercare@rac.co.uk

For repatriation queries 0330 159 0342

Or write to:

RAC

Great Park Road, Bradley Stoke Bristol BS32 4QN

Checklist

Certain information is required when calling to make a **claim**.

- > The driver's name
- > The **vehicle** registration number
- > The make and model of the **vehicle**
- > The exact location of the vehicle
- > The **driver's** contact number
- > **Europe** or for additional services, **your** credit card number.

Remember

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

Telephone charges

Please note the **RAC** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

In the UK

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

In Europe

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

Breakdown on a motorway in Europe

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

Motorways in France are privately managed, so in the event of a **breakdown** or **road traffic accident** on a French motorway or motorway service area, it's mandatory to use the roadside emergency telephones as **we** cannot send out assistance. In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. **We'll** cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact **us** as soon as possible and, if the **vehicle** has not been repaired, **we'll** arrange for ongoing cover under **RAC Breakdown Cover**.

Renewal terms

As part of Sainsbury's Bank commitment to **you**, Sainsbury's Bank will notify **you** in good time before the end of **your policy** term that **your** car insurance renewal is due.

Subject to **your** rights to cancel, the additional products outlined in this booklet will remain in force for the duration of **your** Sainsbury's Bank car insurance as shown in **your Policy** Schedule.

Sainsbury's Bank will also review these insurance products on a regular basis so it can continue to deliver value for money and ensure the best quality. This may from time to time involve changing these products.

Before Sainsbury's Bank renews **your policy**, Sainsbury's Bank may review **your** past claims history. As a result of this review, Sainsbury's Bank may not offer **you** the same type or level of cover at renewal In a small number of cases, Sainsbury's Bank won't automatically renew **your policy**. You'll be informed of this in **your** notice of renewal, if this is the case. Some of the reasons why **your policy** may not be automatically renewed include:

- you have previously informed Sainsbury's Bank that you don't want to automatically renew your policy;
- the underwriter is unable to provide you cover for another year;
- you've an outstanding debt on your current policy.

If you don't want to renew your policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date.
You can contact: 0345 266 1620.

Automatic renewal

If Sainsbury's Bank offers to renew **your policy** automatically, **you** give Sainsbury's Bank permission to do so on the basis of the renewal **premium** and **policy** conditions, details of which will be sent to **you** before the renewal date. If **you** do not wish Sainsbury's Bank to do this, **you** can make this known before the renewal date by calling: **0345 266 1620**.

Cancellation terms

Your right to cancel

These cancellation terms apply to each of the policies detailed in Sections 1, 2 and 3 of this booklet.

If you decide that for any reason, this **policy** does not meet your insurance needs, you have the right to cancel it at any time by contacting Sainsbury's Bank on: **0345 266 1620**.

If you purchased our Car Standard product:

Cancellation Within 14 days of Start Date
If you cancel this policy before cover is due to
start, or if you cancel this policy within 14 days
of its start date we will return any premium
paid in full, less the fee shown in your About
Our Insurance Services document, unless you
have made a claim under the policy. In these
circumstances, the effective date of cancellation
will be the date that you request the policy be
cancelled or when the cancellation request is
received, whichever is the latter.

Cancellation After 14 days of Start date
You have the right to cancel this policy after
14 days of taking it out or renewing it, without
giving a reason. Unless you have made a claim
under the policy, you will receive a pro-rata
refund of premium. A fee, as shown in the
About our Car Insurance Services document, will
apply. In these circumstances, the effective date
of cancellation will be the date that you request
the policy be cancelled or when the cancellation
request is received, whichever is the latter.

Please note that Sainsbury's Bank will not refund any **premium** if **you** have made a **claim** or if one has been made against **you** during the period of cover.

If you purchased our Car Plus product:

Motor legal protection and RAC standard can't be cancelled independently of your core policy. Please refer to your core policy booklet for your cancellation rights.

Cancellation of **your** Sainsbury's Bank Car Insurance **policy** will also result in the cancellation of any and all add-on products.

Our right to cancel

Your insurer and/or Sainsbury's Bank has the right to cancel your policy at any time by giving you 7 day's notice in writing. We or your insurer will send a cancellation letter and/or email to the latest address/email address we have for you. Neither we nor your insurer will ever cancel your policy without a valid reason for doing so. Reasons for cancellation:

- > where you are required in accordance with the terms of this policy booklet to cooperate with us, or send us information or documentation and you fail to do so in a way that affects our ability to process your policy, a claim, or ability to defend our interests:
- > if we're prohibited by law from continuing to provide cover or services to you under this policy;
- > where changes to your information renders the risk unacceptable to us;

- > if you refuse to allow us reasonable access to your property/vehicle etc in order to provide the services you have requested under this policy or if you fail to cooperate with our representatives;
- you (or someone on your behalf) make or try to make a fraudulent claim under this policy or where you act in a fraudulent way;
- Sainsbury's Bank (or your Insurer) suspect you of fraud. If we (or your insurer) cancel your policy on the grounds of fraud, cancellation may be immediate and any premium you have paid may be kept and not refunded. The police may also be informed of the circumstances;
- you fail to co-operate with our representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers;
- if you otherwise cease to comply with the terms and conditions of this policy.

Sainsbury's Bank (or **your Insurer**) will send a cancellation letter and/or email to the latest address/email address **we** have for **you** and will set out the reason for cancellation in the letter.

If **we** (or Sainsbury's Bank) exercise **our** rights to cancel the **policy** under this section, Sainsbury's Bank will refund the **premium** paid proportionate to the remaining **period of insurance**. Cancellation of **your** Sainsbury's Bank Car or Home insurance **policy** will also result in the cancellation of this product.

Sainsbury's Bank will not refund any **premium** if **you** have made a **claim** or if one has been made against **you** during the period of cover.

Complaints and customer service

There are two different options to consider when lodging a complaint:

Product Sales

If **you** are not satisfied with the way in which any of these additional products were sold to **you**, please contact Sainsbury's Bank in one of the following ways:

Please call us on our priority number: 0800 085 3937.

If you wish to write, then please use the following web form: sainsburysbank.co.uk/contact/contact-getintouch-email

Or **vou** can address a letter to:

Freepost Sainsbury's Bank Insurance PO Box 4996 WORTHING BN11 9AT

Claims Handling

If you're not satisfied with the handling of **your claim** on any of the additional products featured in this booklet please contact the provider below.

For Key Cover

Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN

Or email: customer.care@davies-group.com

If you would like to telephone, please call: 0344 856 2015

For Motor legal Protection & RAC Breakdown Cover

If you wish to make a complaint about the service you have received under section A of the Motor Legal Protection please contact the Quality & Support Department first by calling: 0800 953 7122 or write to: the Quality & Support Department, Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR or email: quality@auxillis.com.

If You wish to make a complaint about a claims decision under this insurance or services provided under Sections B-G, please contact: Legal Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN. Tel: 0330 159 0610 Email: legalcustomercare@rac.co.uk

For Breakdown cover please write to: RAC Motoring Services, Breakdown Customer Care, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Or email: breakdowncustomercare@rac.co.uk

If you wish to telephone then please call: 0330 159 0337

Your insurer and/or Sainsbury's Bank will attempt to resolve your complaint immediately. If this is not possible, your complaint will be acknowledged within 5 business days of its receipt. In the unlikely event that your complaint has not been resolved within 4 weeks of its receipt, Your insurer and/or Sainsbury's Bank will write and let you know the reasons why and what further action we'll take.

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service.

For further details, please see the ombudsman website at: **financial-ombudsman.org.uk**

If **you** wish to contact the Financial Ombudsman, **you** can:

- > Write to them at the:
 - Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- > Email: complaint.info@financialombudsman.org.uk
- > Call: **0800 023 4567** or **0300 123 9123**.
- Visit the Financial Ombudsman Service website: financial-ombudsman.org.uk

If for any reason **your** complaint falls outside of the jurisdiction of the Financial Ombudsman Service then **Your insurer** and/or Sainsbury's Bank will still respond to **your** complaint.

Financial Services Compensation Scheme

You may be entitled to compensation from the scheme if an **insurer** cannot meet their obligations. Further information is available from the FSCS website: **fscs.org.uk** or by calling: **0800 678 1100** or **0300 123 9123**.

Data protection

Please make sure that **you** read this notice carefully, as it contains important information about how Sainsbury's Bank plc or **your insurer** will use personal data and sensitive personal data which **we** hold. **You** should show this Data Protection Notice to anyone covered or proposed to be covered under this **policy**.

Your personal data

For mutual security, calls are recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the relevant data protection legislation, the Data Controllers in relation to the personal data **you** supply are Sainsbury's Bank plc and the **insurer** specified on **your Policy** Schedule.

Why do we need your personal data?

We need your information and that of others you name on the policy to give you quotations and manage your insurance policy, including underwriting and claims handling, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing and risk management. Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties including information about your Nectar Card if you have one. We'll only collect the information we need so that we can provide you with the specific service you require.

How will we use your personal data and who will we share it with?

During the course of dealings with **you**, **your insurer** and/or Sainsbury's Bank may need to use **your** information to:

- > assess financial and insurance risks;
- > prevent and detect crime including anti-money laundering and financial sanctions;
- comply with our legal and regulatory obligations;
- > develop our products, services, systems and relationships with you;
- record your preferences in respect of products and services;
- > review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover;

Regarding **your** insurer's and/or Sainsbury's Bank's use of **your** data, either may:

- > use the information held about you and that of others named on the policy (for example, joint policy holders);
- > share the information with agencies that carry out certain activities on their behalf (for example marketing agencies or those who help the insurers underwrite your policy);

- > use and share your information with approved suppliers where this is reasonably required to help deal with your claim or let you benefit from our replacement vehicle and policyholder services, including with our credit hire providers, replacement vehicle suppliers, vehicle repairers and legal advisors;
- > disclose some of your information and that of others named on the policy to other insurers, third party underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

Sainsbury's Bank will not disclose **your** information to anyone except where **we**:

- > have **your** permission;
- are required or permitted to do so by law; or
- may transfer rights and obligations under this agreement.

Transferring your information

Sometimes **we** need to give information to **our** agents and subcontractors so that they can provide a particular service for **us**. In these circumstances **we** will always take great care to ensure that these suppliers apply the same levels of protection, security and confidentiality **we**

apply so that **your** personal information is kept safe and secure. Such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Special category data

Some of the personal information **we** ask **you** for may be considered 'sensitive data' for the purposes of data protection legislation (e.g. details of any medical conditions). This information shall be used solely for the purposes of providing **you** with a **quote** and providing **you** with a **policy**.

Dealing with other people

We are able to deal with **your** spouse or partner who calls **us** on **your** behalf, provided they are named on the **policy**. If **you** would like someone else to deal with **your policy** on **your** behalf on a regular basis please let **us** know and we'll tell **you** which information **we** need.

In some exceptional cases **we** may also deal with other people who call on **your** behalf, with **your** consent. If at any time **you** would prefer **us** to deal only with **you**, please let **us** know.

Section 1 69

Who we will share your information with

We will keep any information you have provided to us confidential. However, you agree that we may share this information (other than financial and transactional information) with other companies within the Sainsbury's Group (as detailed in our Privacy Policy, which we may amend from time to time). Please see our Privacy Policy (found on our website at www. sainsburysbank.co.uk/legals/leg-regprivacy-policy) for more details about how we and Sainsbury's Group will use your information".

If **you** have a Nectar Card then details relating to **your** Nectar Card and number of points will be passed to Sainsbury's Supermarkets so that the Nectar Programme can be administered. Other members of **our** group may also share **your** information (but not financial details) to help keep their records up to date and administer **your** relationship with them.

Fraud prevention and anti-money laundering

We have systems which protect **our** customers and ourselves against fraud and other crime.

In order to prevent and detect fraud, **we** may at any time:

> share information about you with other organisations including the police;

- conduct searches about you using externally available databases and insurance industry application, policy and claims checking systems;
- > undertake credit searches;
- > check and/or share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- > checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities;
- > recovering debt and tracing beneficiaries;
- > checking details on proposal and claims for all types of insurance;
- checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Please contact **us** on the number shown on **your policy** documentation if **you** want to receive details of the relevant fraud prevention agencies, and how to obtain a copy of **your** information held by them. The agencies may charge a fee.

Financial sanctions

We and the insurer will use information about you and that of others named on your policy to ensure compliance with financial sanctions in effect in the United Kingdom and internationally. This may include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. Your information and that of others named on your policy may be shared with HM Treasury and other international regulators where required.

Your Rights

To understand how Sainsbury's Group uses **your** information, the legal basis for that use and **your** right to object to those uses, please take a look at **our** Privacy **Policy** (which can be found on **our** website at www.sainsburysbank.co.uk/legals/legreg-privacy-policy) which **we** update from time to time.

To understand how **our** providers use **your** information and the legal basis for that use and **your** right to object to those uses, **you** need to contact them directly, alternatively, these will be available on their website.

Notes		

Getting in touch

Can we help?

Customer Care Line

0345 266 1670

01737 334 252

- > To tell us about a new Car Insurance claim, lines are open 24 hours a day, 365 days a year.
- > For all other enquiries, lines are open: Monday to Friday 9am to 5:30pm, closed Saturdays and Sundays.

Lines are open 24 hours a day, 7 days a week. Calls are charged at local rates from landlines and mobile. Calls may be monitored and recorded.

Need to claim?

Guaranteed Courtesy Car

Our additional products are optional. Please check your Car Insurance Policy Schedule to confirm you're covered.

Monday to Friday 8am to 6pm, Saturday 8am to 2pm	
Key Cover	0344 856 2270
Motor Legal Protection	0344 600 9022
RAC Breakdown Cover	0330 159 8485
For RAC Breakdown contact details in Europe please see page 66	

Lines are open 24 hours a day, 7 days a week, except where stated. Calls are charged at local rates from landlines and mobile. Calls may be monitored and recorded. All information is correct at the date of printing.

Special requirements

We can provide documents in large print, Braille or on audio. Please call **our** Customer Care Line on **0345 266 1670** for more information.

You can also call **us** via **our** Text Relay service (Next Generation Text) for general product enquiries. Please call: **18001 0345 266 1670** to use this service.

Sainsbury's Bank plc, Registered Office, 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register no. 184514). Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.