

Keep this policy booklet in a safe place



Rias Breakdown Cover Policy Booklet Private Car

Powered by the

RAC

In the event of a breakdown please call



In the UK

In Europe

If you are hard of hearing, text RAC to

0345 168 5584

+33 472 43 52 55

07855 828 282

Please turn overleaf for your handy card – pop it in your car for when you need us most.



RIAS

Rias Breakdown

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Contact information



	Telephone	In Writing
Breakdown in the UK	0345 168 5584	
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	+33 472 43 52 55 0800 290 112 1 800 535 005	
Bringing your vehicle back to the UK after a breakdown in Europe	0330 159 0342	
Claim Form Requests From the UK From Europe	0330 159 0337 +44 161 332 1040	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Customer Services <i>(do not call this number for breakdown assistance)</i>	0345 650 0345	Rias Deansleigh House Deansleigh Road Bournemouth BH7 7DU Motor@Rias.co.uk
Hearing assistance	Telephone prefix 18001 to access Typetalk or text RAC on 07855 828282	

Telephone charges

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

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

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

If the vehicle breaks down, please provide RAC with

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

If **you** do not make contact within 24 hours of becoming aware of the **breakdown** cover may be reasonably refused in relation to the **breakdown**.

Remember

Please let **RAC** know if **you** have called **RAC** but manage to get going before **RAC** arrive. **RAC** will only provide cover if **RAC** arranged help, so please do not go directly to a garage or other recovery service.

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

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

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

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Your terms and conditions

Definitions

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

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

“breakdown”/“breaks down”/“broken-down” means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, **road traffic collision**, fire, theft, attempted theft, acts of vandalism and keys that have been broken or locked in the **vehicle**, but not as a result of lost keys. For breakdowns relating to putting the wrong type of fuel in the **vehicle**, flood, or any other fault caused by actions or omissions of the **driver**, please see the Additional Benefits section on page 19;

“caravan”/“trailer” means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7 metres long; (c) 2.55 metres wide; and (d) 3 metres high;

“claim” means each separate request for service or benefit for cover under any section of this **Rias Breakdown Cover**;

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

“end date” means the date that this **Rias Breakdown Cover** expires as shown on **your Statement of Fact**;

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

“home” means the address **you** reside at in the **UK** as shown on **your statement of fact**;

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

“passengers” means the **driver** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the **vehicle**;

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

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

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

“RAC”

1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D and E means RAC Insurance Limited;
3. For Your data means RAC Motoring Services and RAC Insurance Limited;
4. For Additional services means RAC Motoring Services; and
5. In each case any person employed or engaged to provide certain services on their behalf;

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

“Rias” means Rias a trading name of Ageas Retail Limited of Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA who arrange and administer this **Rias Breakdown Cover**. Ageas Retail Ltd is authorised and regulated by the Financial Conduct Authority, FCA registered number 312468;

“Rias Breakdown Cover” means this **Rias Breakdown** policy that is subject to the terms and conditions together with **your Statement of Fact**;

“road traffic collision” means a traffic collision that immobilises the **vehicle**;

“specialist equipment” means resource or equipment that is not normally required by **RAC** to complete a repair or recovery, for example a crane, tractor or winching equipment or specialist lifting equipment;

“start date” means the date that this **Rias Breakdown Cover** begins, or renews, as shown on **your Statement of Fact**;

“Statement of Fact” means the document entitled “Statement of Fact” containing important details about this **Rias Breakdown Cover** and levels of cover;

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

“UK” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **Rias Breakdown Cover** includes the Channel Islands and the Isle of Man;

“vehicle” means the **UK** registered vehicle as shown on **your Statement of Fact**, which is owned, contract hired or leased by **you** and that complies with the following specifications:

1. it is a car or light commercial vehicle that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; and (c) 2.55 metres wide; and
2. It is not a motorcycle or a mobility scooter.

“you”/“your” means the person, as shown on **your Statement of Fact** taking out the **Rias Breakdown Cover**.

Important information about your Rias Breakdown Cover

This **Rias Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. Based on the information provided this **Rias Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.

- Some sections of cover are optional. The ones **you** have chosen are listed on **your Statement of Fact**. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **RAC**.

Your Rias Breakdown Cover consists of:

1. A **Breakdown Policy** – one or more contracts - depending on the type of cover:
 - a) RAC Motoring Services provides cover under Sections A, B and C; and
 - b) RAC Insurance Limited provides insurance for all other Sections.

A premium is payable for these contracts which will be made clear to **you** in advance of purchase.

2. A **Statement of Fact** - detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **Statement of Fact** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Rias** following purchase.

Policy type

This **Rias Breakdown Cover** covers the **vehicle** shown on **your Statement of Fact** and if registered at **your home** address. The **vehicle** is covered whoever is driving.

If **you** have paid the additional premium, as shown on **your Statement of Fact**, to include personal cover, this **Rias Breakdown Cover** covers **you**, **your** spouse, common law partner or dependent children living with **you** as a **driver** or a **passenger** in any other vehicle.

Policy year

This **Rias Breakdown Cover** will start on the **start date** and end after the **end date** as shown on **your Statement of Fact**.

Policy cover

Please refer to **your Statement of Fact** which sets out which cover level **you** have chosen and the corresponding section/s which apply to this **Rias Breakdown Cover**.

Section	Section Name	Cover level		
		Roadside Assistance	Comprehensive Gold	Total Protection
A	Roadside	✓	✓	✓
Additional benefits	Message Service	✓	✓	✓
B	Recovery		✓	✓
C	At Home		✓	✓
D	Onward Travel		✓	✓
	Personal Cover Available at an additional cost	✓	✓	
E	European Motoring Assistance			✓

Limits of cover

Cover under this **Rias Breakdown Cover** is subject to limits on when a **claim** can be made:

1. no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **Rias Breakdown Cover**;
2. no **claim** is permitted under sections B to E within 24 hours of the initial **start date** of this **Rias Breakdown Cover**;
3. in order to make a **claim** under Section B (Recovery) **RAC** must have first attended under Section A (Roadside); and
4. in order to make a **claim** under Section D (Onward Travel), **RAC** must have first attended under Section A (Roadside) or C (At Home).

Reimbursement

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

Please note: any costs that are not arranged through **RAC** or agreed by **RAC** will not be **reimbursed**.

Your cover

Section A. Roadside

Rias Breakdown Cover includes cover for Roadside.

Covered

If the **vehicle** or the **caravan** or **trailer breaks down** within the **UK** more than a quarter of a mile from **your home**, **RAC** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **RAC** are unable to repair the **vehicle** at the roadside, **RAC** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, to a destination chosen by the **driver** up to a maximum of 20 miles from the **breakdown**;
3. If **RAC** recover the **vehicle** to a garage, **RAC** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

Not covered

1. The cost of any parts or **specialist equipment**;
2. The fitting of parts, including batteries, supplied by anyone other than **RAC**;
3. Any **breakdown** resulting from a fault that **RAC** have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) **RAC's** advice after a temporary repair has not been followed.

Section B. Recovery

Please refer to **your Statement of Fact** which sets out whether this **Rias Breakdown Cover** includes cover for Recovery.

Covered

If **RAC** are unable to repair the **vehicle** or the **caravan** or **trailer** attached to it, **RAC** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, from the **breakdown** location to a single destination chosen by the **driver** within the **UK**. For long distances **RAC** may use more than one recovery vehicle.

Please note: recovery must be arranged with **RAC** while **RAC** are at the scene.

Not covered

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

Section C. At Home

Please refer to **your Statement of Fact** which sets out whether this **Rias Breakdown Cover** includes cover for At Home.

Covered

RAC will provide the same cover as the “Covered” part of Section A (Roadside) if the **vehicle** or the **caravan** or **trailer breaks down** at, or within a quarter of a mile of, **your home**.

Not covered

Please see the “Not covered” part of Section A (Roadside), which also applies here.

Section D. Onward Travel

Please refer to **your Statement of Fact** which sets out whether this **Rias Breakdown Cover** includes cover for Onward Travel.

If **RAC** attend a **breakdown** and cannot fix the **vehicle** on the same day, **RAC** will help the **driver** by making arrangements to allow the continuation of the journey. The **driver** can choose one of the following options based on the circumstances, subject to availability:

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

1. Hire car

Covered

1. **RAC** will arrange and pay for the hire cost of a replacement car for up to 2 consecutive days or until the **vehicle** has been repaired, if sooner. Any replacement vehicle will be limited to a compact hatchback;
2. If **you** are not eligible for a hire car arranged by **RAC** for any reason, such as **you** do not meet the hire car provider’s terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **RAC** know before **you** hire a car, and then provided **RAC** have agreed the cost, **RAC** will **reimburse you** up to £35 per day for up to 2 consecutive days or until the **vehicle** has been repaired, if sooner;
3. Where **RAC** arrange a hire car **RAC** will pay the insurance and collision damage waiver (this covers the cost of any damage but **you** would still need to pay the excess).

Not covered

1. **RAC** will not provide any specific car type, model or accessories, including tow bars.
2. Hire cars not arranged with **RAC** within 24 hours of the time of the **breakdown**;
3. Any cost of:
 - a) fuel while using the hire car; or
 - b) any insurance excess and additional costs.

2. Alternative transport

Covered

If the **driver** would prefer to continue the journey by air, rail, taxi or public transport, **RAC** will **reimburse you** for a standard class ticket up to £150 per **passenger** or £500 for all **passengers**, whichever is less. **RAC** will provide this cover if **your vehicle** has been stolen and not recovered by the end of the working day.

3. Overnight accommodation

Covered

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

4. Assistance in a medical emergency

Covered

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

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

Not covered

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

Section E. European Motoring Assistance

Please refer to **your Statement of Fact** which sets out whether this **Rias Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section E is subject to a limit of a maximum of 90 days per **trip**.

Section E1: Onward travel in the UK

Covered

If **RAC** attend a **breakdown** within seven days of **your planned departure date** under Section A (or C) and cannot fix the **vehicle** or if the **vehicle** has been stolen and not recovered by **your planned departure date**, **RAC** will arrange a hire car for the continuation of **your trip** for up to 14 consecutive days or until the **vehicle** has been fixed if sooner and one person will be transported to the nearest hire vehicle supplier to collect the hire car.

Section E2: Roadside assistance in Europe

Covered

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

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **RAC** are unable to repair the **vehicle** at the roadside, **RAC** will:
 - a) recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
 - b) pay for the initial fault diagnosis to find the next course of action;
 - c) contribute towards the garage labour charges up to £1,000 when the **vehicle** can be repaired on the same day;
 - d) help **you** make arrangements to purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
 - e) **RAC** will also relay any urgent messages from the **driver** to a contact of **their** choice.

Not covered

1. Garage labour charges if the:
 - a) **breakdown** was due to mis-fuelling or a flat tyre. **You** are also not covered for any benefits under any other section of this **Rias Breakdown Cover**;
 - b) **vehicle** was in a **road traffic collision**; or
 - c) **vehicle** repair costs will be more than its **market value**;
2. Any liability if damage is caused to the **vehicle** whilst attempting to get keys, which have been locked in the **vehicle**, out. **You** are also not covered for any benefits under any other section of this **Rias Breakdown Cover**; or
3. The costs of any parts.

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

Section E3: Onward travel in Europe

Covered

If the **vehicle** has **broken-down** or has been involved in a **road traffic collision** during a **trip** in **Europe** and **RAC** establish that the repairs cannot be completed within six hours, **RAC** will help the **driver** by making arrangements for the **passengers** to continue the **trip**. The **driver** can choose any one of a combination of:

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

1. Alternative transport

Covered

1. **RAC** will arrange and pay for the hire cost of a replacement car for up to 24 consecutive days or until the **vehicle** has been repaired if sooner. Any replacement vehicle will be limited to a compact hatchback;
2. If **you** are not eligible for a hire car arranged by **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **RAC** know before **you** hire a car, and then provided **RAC** have agreed the cost, **RAC** will **reimburse you** up to £35 per day for up to 24 consecutive days or until the **vehicle** has been repaired, if sooner;
3. Where **RAC** arrange a hire car **RAC** will pay the insurance and collision damage waiver (this covers the cost of any damage but **you** would still need to pay the excess); or
4. Standard class tickets up to £125 per day and £3,000 in total for travel by air, rail, taxi or public transport.

Not covered

1. **RAC** will not provide any specific car type, model or accessories, including tow bars.
2. Hire cars not arranged with **RAC** within 24 hours of the time of the **breakdown**;
3. Any cost of:
 - a) fuel while using the hire car; or
 - b) any insurance excess and additional costs;

Cover under this section will stop once it is established that the repair costs to the **vehicle** exceed its **market value**. Once the **driver** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with **RAC** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with **RAC** first and pay for it.

2. Additional accommodation expenses

Covered

RAC will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation up to £100 per **passenger** per day up to a maximum of £1,200 for all **passengers**.

Not covered

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

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

Getting your passengers home

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

1. The **vehicle** is brought back **home** under Section E5; or
2. Once **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

Section E4: Missed connection

Covered

If **RAC** attend a **breakdown** under Sections A, C or E2 and **you** miss **your** pre-booked connection, **RAC** will **reimburse you** for the costs of a replacement standard class ticket to allow the **passengers** to continue the **trip**. This **Rias Breakdown Cover** covers **you** for up to three **claims** during the **policy year** and up to £500 per **claim**.

Not Covered

1. The cost of:
 - a) connections where **you** are not travelling in the **vehicle**;
 - b) transport to a destination outside **Europe**; or
 - c) the original travel ticket.

Section E5: Getting your vehicle home

Covered

If **RAC** attend a **breakdown** or a **road traffic collision** in **Europe** under Section E2 and the **vehicle** cannot be repaired before the **drivers** planned return to the **UK**, **RAC** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of the **drivers** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **RAC** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once **RAC** have brought the **passengers home** under Section E3 until the **vehicle** is brought back to the **UK**, up to seven consecutive days in total;

RAC will take the **passengers** in the **vehicle home** under Section E3 (Onward Travel in Europe).

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

Not covered

1. Any costs:
 - a) if the **vehicle** is **beyond economical repair** (other than costs for getting the **passengers home**, under Section E3);
 - b) covered under **your** motor insurance;
 - c) relating to storage once **you** have been notified that the **vehicle** is ready to collect; or
 - d) incurred as a result of actions or omissions of **your** motor insurers;

2. **RAC** will not take the **vehicle** back **home** if:
 - a) the **vehicle** is roadworthy; or
 - b) a customs officer or other official finds any contents in the **vehicle** that are not legal in that country;
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. **RAC** will not cover the costs of fuel, insurance or meals;
5. **RAC** will only cover costs under this section up to the **market value**, so if **you** want **RAC** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above this amount before **RAC** make arrangements.

Important

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

Section E6: Vehicle break-in emergency repairs

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

Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** **RAC** will **reimburse you**, up to £300 for:

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

Not covered

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

Section E7: Replacement driver

Covered

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

Not covered

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

Conditions for Section E

1. **RAC** will not cover any **claim** for any repairs to a **vehicle** which are not essential in order to continue the **trip**;
2. Any **claim** which the **driver** could make under any other insurance policy is not covered. If the value of the **claim** is more than the amount which can be recovered under another policy **RAC** may pay the difference, subject to the limits as set out in this **Rias Breakdown Cover**;
3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **trip**;
4. How the exchange rate is calculated:
 - a) Any costs incurred directly by **RAC** in a currency other than British pounds (GBP) will be converted to GBP at the exchange rate used by **RAC** at the time;
 - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit card provider; or
 - ii. at the exchange rate used by **RAC** when **your** claim form is received if **you** paid in cash;
5. When a hire car, taxi, hotel or similar benefit is arranged under this **Rias Breakdown Cover**, **RAC** will always try to find a suitable option that is available at the time, however:
 - a) **RAC** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst reputable companies are used, **RAC** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;

6. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **RAC's** reasonable opinion that would lead to additional costs being incurred, **RAC** reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E5 (Getting your vehicle home);
7. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;
8. This **Rias Breakdown Cover** does not cover:
 - a) **vehicle** storage charges, other than under Section E5;
 - b) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - c) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling; or
 - d) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General conditions

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

1. **You** must pay **your** premium.
2. **You** must request services directly from **RAC**, as **RAC** will only provide cover if **RAC** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **vehicle** to a place of repair and **your Rias Breakdown Cover** will not cover this.
4. **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **RAC** will not provide cover.
6. A **driver** must be with the **vehicle** when **RAC** attend.
7. **RAC** will not be responsible for any loss of or damage to the contents of the **vehicle**.
8. Where **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **RAC** will not be liable for any injury to animals, or damage caused by them. **RAC** will not transport any livestock. **RAC** will not be responsible for any costs relating to animals.

10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat, where required.
11. Where **RAC** provide a repair to the **vehicle**, whilst **RAC** are responsible for that repair, this does not mean that **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **Rias Breakdown Cover**. For example, **RAC** will not pay for any loss of earnings or missed appointments.
13. **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **RAC** will try to check that the garage will undertake the type of repairs required, **RAC** cannot guarantee this. **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes or any other event, **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.
15. The cost of the following is not covered by this **Rias Breakdown Cover**:
 - a) ferry charges for the **vehicle** and **RAC's** vehicle;
 - b) spare tyres and wheels and repairing or sourcing them; or
 - c) recovery by someone other than **RAC** even if this is requested by the emergency services, **RAC** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under this **Rias Breakdown Cover**. **RAC** will decide which is the most appropriate option based on the expertise of **RAC** in **breakdown** situations. In doing so **RAC** will act in consultation with the **driver**, and act reasonably at all times.
17. This **Rias Breakdown Cover** does not cover:
 - a) routine servicing, maintenance or assembly of the **vehicle**;
 - b) use of the **vehicle** for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
 - c) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - d) **breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which the **driver** or **RAC** have no legal access;
 - e) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - f) **vehicles** that are not in a roadworthy condition. If **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **RAC** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **RAC** will provide service;

- g) any **claim** that is or may be affected by the influence of alcohol or drugs;
 - h) **vehicle** storage charges, except under Section E5. If the **vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening; or
 - i) any **claim** under this **Rias Breakdown Cover** where the **breakdown** was first reported to **RAC** under a different policy.
18. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **RAC** will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge, other than Additional services:

Driver induced faults

If the **vehicle** cannot be driven for any reason other than a **breakdown**, for example, putting the wrong type of fuel in the **vehicle**, flood or any fault caused by actions or omissions of the **driver**, **RAC** will send help to the **vehicle**. If **RAC** cannot get the **vehicle** going again, **RAC** will recover the **vehicle**, the **driver** and **passengers** up to 20 miles. Any **specialist equipment** required by **RAC** to repair or arrange recovery of the **vehicle** will be chargeable.

Service in the Republic of Ireland

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

Urgent message relay

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

Replacement driver

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

Additional services

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

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to repair or recover the **vehicle**;
3. Extend the hire time for a replacement vehicle; or
4. Arrange a second or extended recovery.

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

Cancellation of your Rias Breakdown Cover

Your right to cancel

You can cancel **your Rias Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the purchase date; or
2. the date **you** receive **your Rias Breakdown Cover** documents.

You can cancel by contacting **Rias** as follows;

Rias
Deansleigh House
Deansleigh Road
Bournemouth
BH7 7DU

Telephone: 0345 650 0345

If **you** do this, **Rias** will cancel this **Rias Breakdown Cover** with immediate effect from the day **you** request it and will refund **your** premium in full unless a **claim** has been made within this cooling off period. If any **claims** have been made then no refund of premium will be given. If **you** downgrade **your Rias Breakdown Cover** after this cooling off period there will be no refund of premium.

At any time after the 14 day cooling off period referred to above, **you** may cancel **your Rias Breakdown Cover**. Cancellations must be made by contacting **Rias**. This **Rias Breakdown Cover** will be cancelled from the date the request was made or a date in the future. **You** will receive a pro-rata refund of premium if no **claims** have been made. If any **claims** have been made then no refund of premium will be given.

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

Our right to cancel

1. If any premium for this **Rias Breakdown Cover** is not paid by a relevant date as advised to **you** by **Rias**, **Rias** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **your Rias Breakdown Cover** may be cancelled. Where this happens, **you** will be charged in proportion to the time on cover, providing no **claims** have been made. If any **claims** have been made then **you** must pay the full annual premium; and
2. **RAC** and/or **Rias** may cancel this **Rias Breakdown Cover** in the event of misuse of this **Rias Breakdown Cover** and there will be no refund of any premium.

Misuse of Rias Breakdown Cover

Each **driver** must not:

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

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

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

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

Renewal of Rias Breakdown Cover

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

Changes to your details

You must let **Rias** know immediately if **you** need to change anything on **your Rias Breakdown Cover**.

Rias can be contacted by phone, post, or email. Please see Contact Information.

If **you** change the **vehicle you** must contact **Rias** to update **your** details. If **you** do not, **you** may not be covered.

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

All communications from **Rias** or **RAC** shall be deemed duly received if sent to **your** last known postal address or email address.

Complaints

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

	Phone	In Writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0345 045 0059	Customer Relations Manager Rias Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU customerrelations@Rias.co.uk

In the event **RAC** cannot resolve a complaint raised in respect of Onward Travel or European Motoring Assistance or **Rias** cannot resolve a complaint in respect of the service it has provided, complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or small businesses.

Financial Ombudsman Service

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

Financial Services Compensation Scheme

Rias and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

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

Law

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

Your data

Data protection statement

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

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

What data will RAC use?

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

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

How RAC collects your data

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

How RAC uses your data

RAC will use **your** data for the administration of **your Rias Breakdown Cover** such as when **you** require assistance. **RAC** also monitors and records any communications with **you** including telephone conversations and emails for quality and compliance reasons.

RAC may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on their behalf.

Your rights

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

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

**If you require this policy booklet in another format
please call 0345 650 0345.**

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