

RAC BREAKDOWN COVER POLICY

Be Wiser Insurance

Terms and conditions

Please read and keep for your records

The logo for RAC, consisting of the letters 'R', 'a', and 'C' in a stylized, orange, sans-serif font. The 'R' is the largest and most prominent, with the 'a' and 'C' positioned to its right.

Contact information

	Telephone	In Writing
Breakdown	0330 159 8723	
Customer Services	0333 999 0833	Be Wiser Insurance Barrett House, Savoy Close, Andover, Hampshire SP10 2HZ admin@bewiser.co.uk
Hearing assistance	Telephone prefix 18001 to access Tynetalk or text us on 07855 828282	

Telephone charges

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

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.

If your vehicle breaks down, please provide us with

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

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

Remember

Please let us know if you have called us but manage to get going before we arrive. We will only provide cover if we arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by you or on your behalf.

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Your terms and conditions

Definition of words

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

"Be Wiser Insurance" means the Be Wiser Insurance Services Limited of Barrett House, Savoy Close, Andover, Hampshire SP10 2HZ who arrange and administer this RAC Breakdown Cover;

"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, mis-fuel, flat tyres, but not as a result of a **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault**, or any key related issue other than keys locked in your vehicle;

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

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

"cover start date" means the date that this RAC Breakdown Cover begins, or renews, as shown on your **welcome letter**;

"driver"/"their"/"they" means you or any driver of a vehicle at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

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

"expiry date" means the date that this RAC Breakdown Cover expires as shown on your **welcome letter**;

"home" means, in respect of an individual, the address you reside at and, in respect of an entity the registered/trading address;

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

"policy period" means the length of time for which your RAC Breakdown Cover is in force as shown on your **welcome letter**;

"policy year" means the **policy period**, from the **cover start date**;

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

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

"RAC Breakdown Cover" means this RAC Breakdown policy that is subject to the terms and conditions together with the **welcome letter**;

"reimburse"/"reimbursement" means reimbursement by us under the reimbursement process;

"road traffic collision" means a traffic collision involving a **vehicle** within the **UK**;

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

"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this RAC Breakdown Cover includes the Channel Islands and the Isle of Man if you are a resident there;

"vehicle" means the **UK** registered vehicle as shown on your **welcome letter** and that complies with the following specifications:

1. it is either a car, motorcycle or commercial vehicle that is less than (a) 3.5 tonnes; and (b) 2.55 metres wide; or
2. it is a motorcycle over 49cc and is not a mobility scooter

"wear and tear" means the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or the **vehicle's** mileage;

"welcome letter" means the documents containing important details about this RAC Breakdown Cover and levels of cover;

"you"/"your" means the person or business taking out the RAC Breakdown Cover as named on the **welcome letter**.

Important information about your RAC Breakdown Cover

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

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts of insurance between you and the insurers - depending on the type of cover:
 - a) RAC Motoring Services provides insurance for Section A; and
 - b) RAC Insurance Limited provides insurance for Section B.
2. A **welcome letter**- detailing the level of cover chosen.

Policy Type

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

Policy Period

The RAC Breakdown Cover will start on the **cover start date** and end after the **expiry date** as shown on your **welcome letter**.

Limits of Cover

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

1. When a **claim** can be made:
 - a) no **claim** is permitted if the **breakdown** occurred prior to purchasing this RAC Breakdown Cover;

Reimbursement

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

Included Benefits

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

Additional Services

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

Your Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

Covered

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

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

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

Caravans or Trailers

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

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

Not Covered

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

Section B. Mis-fuel Rescue

RAC Breakdown Cover includes cover for Mis-fuel Rescue.

Covered

If **your vehicle has broken down** due to a mis-fuel in the UK we will attend to either

1. Drain, flush and clean out the fuel system;
2. fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** mobile and allow the **driver** to drive to the nearest fuel station; and
3. arrange the safe disposal of the contaminated fuel;

if we are unable to repair the **vehicle** due to a mechanical damage caused by the mis-fuelling, we will recover the **vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**. If more than 5 people require transportation the we may need to provide transport in separate vehicles.

Not Covered

1. Damage due to:
 - a) wear and tear;
 - b) pre-existing faults or defects; or
2. Any damage not caused by mis-fuelling.

General Conditions

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

1. You must pay your premium.
2. You must request services directly from us, as we will only provide cover if we 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 **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. We will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, we will not provide cover.
6. A **driver** must be with the **vehicle** when we attend.
7. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a **vehicle**. We will not be responsible for any loss of or damage to them.
8. Where we recover **passengers** under the age of 16, they must be accompanied by an adult.
9. We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport any livestock. We will not be responsible for any costs relating to animals.
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.
11. Where we provide a repair to the **vehicle**, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the **vehicle**. This remains your responsibility.
12. We will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this RAC Breakdown Cover. For example, we will not pay for any loss of earnings or missed appointments.
13. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
14. 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.
15. The cost of the following is not covered by this RAC Breakdown Cover:
 - a) specialist equipment;
 - b) ferry charges for the **vehicle** and our vehicle;
 - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. We will arrange transport to a local garage so you can arrange to get the **vehicle** fixed but you will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them; or
 - e) recovery by someone other than us even if this is requested by the emergency services. We 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 RAC Breakdown Cover. We will decide which is the most appropriate option based on our expertise in **breakdown** situations. In doing so we will act in consultation with the **driver**, and act reasonably at all times.
17. The **vehicle** must be owned, contract hired or leased by you and used for any private or any business use other than hire and reward and/or courier services.
18. This RAC Breakdown Cover does not cover:

- a) routine servicing, maintenance or assembly of the vehicle;
 - b) caravan or trailers, except as described under Section A;
 - c) use of your vehicle for demonstrating or carrying trade plates;
 - d) 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;
 - e) breakdowns that occur off the public highway to which the driver or we have no legal access;
 - f) the vehicle if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - g) vehicles that are not in a roadworthy condition. If we consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the vehicle is roadworthy we will provide service;
 - h) any claim that is or may be affected by the influence of alcohol or drugs;
 - i) any breakdown that is caused by or as a result of vehicle theft or fire; or
 - j) any claim under this RAC Breakdown Cover where the breakdown was first reported to us under a different policy.
19. If the driver is asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and we will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the vehicle has broken down in the Republic of Ireland, we will provide a Roadside attendance service only, as described under Section A (Roadside).

Urgent message relay

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

Additional services

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

1. Purchase the parts you need to get on your way;
2. Pay for specialist equipment to complete the repairs; or
3. Arrange a second or extended recovery.

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

Cancellation of your RAC Breakdown Cover

Your right to cancel

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

1. the cover start date; or
2. the date you receive your RAC Breakdown Cover documents.

If you do this, we will cancel the RAC Breakdown Cover with immediate effect from the day you request it and we will refund your premium in full unless a claim has been made within this cooling off period. If you downgrade your RAC Breakdown Cover after this cooling off period we will not refund premium to you;

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

Our right to cancel

1. If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your welcome letter, Be Wiser Insurance will notify you. All payments must be paid within 28 days of the relevant date, if not your RAC Breakdown Cover may be cancelled; and
2. We may cancel the RAC Breakdown Cover in the event of misuse of this RAC Breakdown Cover and there will be no refund any premium;

Misuse of RAC Breakdown Cover

Each driver must not:

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

If these conditions are not complied with, we may:

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

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

Renewal of RAC Breakdown Cover

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

Changes to your details

You must let Be Wiser Insurance know immediately if you need to change anything on your RAC Breakdown Cover.

Be Wiser Insurance can be contacted by phone, post, or email. Please see Contact Information.

If you change your vehicle you must contact Be Wiser Insurance to update your details. If you do not, you may not be covered.

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

All communications from **Be Wiser Insurance** or **us** shall be deemed duly received if sent to **your** last known address.

Complaints

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

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0333 999 0838	Be Wiser Insurance Barrett House, Savoy Close, Andover, Hampshire SP10 2HZ Customer.Care@bewiser.co.uk

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

Financial Ombudsman Service

	Phone	In writing
In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower 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 us .		
Using this complaints procedure will not affect your legal rights.		

Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

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

Law

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

Your Data

Data protection statement

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

What is your data?

There are three types of data **we** hold about **you**:

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

How we obtain and collect your data

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

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

How we will use your data

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

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit

rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

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