

# RAC BREAKDOWN COVER POLICY

Taxi

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, followed by 'a' and 'C'.

## 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 <a href="mailto:admin@bewiser.co.uk">admin@bewiser.co.uk</a>
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 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, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault** or any key related issue other than keys locked in **your vehicle**;

**"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 website/us/you"** means RAC Motoring Services;

2. For Additional Services means RAC Motoring Services; and

3. 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 it is a car that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide.

**"welcome letter"** means the document entitled "welcome letter" 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.

• Some sections of cover are optional. The ones **you** have chosen are listed on **your welcome letter**. 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 **us**.

Your **RAC Breakdown Cover** consists of:

1. A Breakdown Policy – a contract of insurance between **you** and the insurer - RAC Motoring Services provides cover for Section A.

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

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

### 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. No **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;
3. The amount that is covered for certain types of **claim** or for certain sections, as set out in 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](http://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 Section A, **we** offer the following benefit 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 non-fare paying passengers to a destination chosen by the driver up to a maximum of 10 miles from the breakdown;

#### 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.

## 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. 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, including for example demonstrating, carrying trade plates or courier services;
  - 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.

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 **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;
3. Arrange an extended recovery; or
4. Attend a mis-fuel event.

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**;

At any time after the 14 day cooling off period referred to above, **you** may cancel **RAC Breakdown Cover**. Cancellations must be made by contacting **Be Wiser Insurance**. **RAC Breakdown Cover** will be cancelled with immediate effect. **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 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  <a href="mailto:Breakdowncustomercare@rac.co.uk">Breakdowncustomercare@rac.co.uk</a>
Sales and administration Complaints	0333 999 0838	Be Wisser Insurance Barrett House, Savoy Close, Andover, Hampshire SP10 2HZ  <a href="mailto:Customer.Care@bewisser.co.uk">Customer.Care@bewisser.co.uk</a>

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://www.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.

In the event we cannot resolve a complaint raised in respect of Onward Travel complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or "Micro-enterprises".

"Micro-enterprises" (an EU term covering smaller businesses) can bring complaints to the ombudsman as long as they have an annual turnover of up to two million euros and fewer than ten members.

## Financial Ombudsman Service

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:	Phone	In writing
	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR  <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>  <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>
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

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://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 summary of how we use your information. For full details about our use of your data, please visit

[www.rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://www.rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy)

You can contact our Data Protection Officer by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### What data will we use?

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

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

### How we collect your data

We obtain your data from you when you contact us directly. We also obtain your data from Be Wiser Insurance when you purchase this RAC Breakdown Cover and/or if you report a new claim to Be Wiser Insurance in relation to this RAC Breakdown Cover.

### How we use your data

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

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

### Your rights

You have a number of rights relating to your personal data. For information about your rights you can visit [www.rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://www.rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy), contact our Data Protection Officer or contact our Customer Service Team by:

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

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