

→ RAC Breakdown Cover Policy

Insurance for your Volkswagen Polo

Thank you for taking out Bank of Scotland Car Insurance, including Breakdown Cover provided by RAC.

This is your contract of insurance for RAC Breakdown cover, please read this carefully.

Please check your Additional Benefits Policy Summary for details of your cover.

📞 Call this number in the event of a breakdown

0330 159 0978

You will need to confirm the following:

- Policyholder's name and address
- Make, model and colour of the Vehicle
- Nature of the Breakdown
- Registration number of the Vehicle
- Present location of the Vehicle

The following terms and conditions apply unless You and We have agreed otherwise in writing.

Please ensure You read Your Policy in full before You travel and that You take this Policy document with You. This Breakdown Cover is provided only to the vehicle insured under Your Bank of Scotland Car Insurance Policy.

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following terms and conditions.

If the service You require is not provided for under these Terms and Conditions, we will try, if You wish, to arrange it at Your expense. The terms of, and any payment for, any such service are a matter for You and the supplier and We will not act as an agent.

1 Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

Word	Definition
Accident	means an accidental crash immobilising the insured vehicle.
Breakdown	is where the Vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure during the Period of Cover in the UK or in the Territory. A component failure (e.g. air conditioning failure) in itself does not constitute a breakdown unless it causes the Vehicle to cease to function as a whole.
Bank of Scotland Car Insurance Policy	means the vehicle insurance policy arranged and administered by BISL Limited.
Claim	means a call for assistance under this Policy.
Collision Damage Waiver	means if a hire car is damaged during the hire period You could be liable for the equivalent of the first £150 - £550 (approximately) and have Your credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The Collision Damage Waiver covers the amount above the excess.
Documents	means these terms and conditions and all associated documentation provided to You by Bank of Scotland on Our behalf.
Home	means Your permanent residence in the UK.
Period of Cover	means 12 months from the commencement date of Your Bank of Scotland Car Insurance Policy.
Policy	means Your RAC Breakdown policy as set out in this document.
Resident of the United Kingdom	means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.
Specialist Equipment	is equipment not carried by RAC patrols or RAC contractors and includes but is not limited to winching and specialist lifting equipment.
Territory	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus), Ukraine.
The Party/Your Party	means the persons including You, travelling with You in the Vehicle.
United Kingdom/UK	means England, Scotland, Wales and Northern Ireland, Jersey, & Guernsey and the Isle of Man.
Vehicle	means the Vehicle You are driving and whose registration number, make and model is stated in Your Policy Schedule.
Vehicle Licensing Agency	means the Driver and Vehicle Licensing Agency (DVLA), Swansea, SA6 7JL responsible for registration of vehicles in the United Kingdom and the equivalent authorities in Northern Ireland, Isle of Man or Channel Islands for vehicles required to be registered in those territories.
We/our/us/RAC	means RAC Motoring Services and/or RAC Insurance Limited.
You/Your	means the person named on your Bank of Scotland Car Insurance Policy when driving the Vehicle, or any other person driving the Vehicle with the owners consent.

What to do if you break down

If You are unfortunate enough to break down please follow these simple steps:

1. Call the appropriate number 0330 159 0978.
2. Have to hand Your Policy number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK	0330 159 0978 (free phone)
France & Monaco	0472 43 52 55 (pay call) 0800 290 112 (free phone within France and Monaco only)
Republic of Ireland*	1 800 535 005 (free phone) 00 44 800 1079058* (pay call)
Rest of Europe	00 33 472 43 52 55 (pay call)
Serbia and Montenegro	99 33 472 43 52 55 (pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	810 33 472 43 52 55 (pay call)

* If You are calling from a UK mobile phone, Your network provider may not allow You to call a free phone 1800 number. Please check with Your service provider prior to travelling. Customers who are affected can contact Us on 00 44 800 1079058. Your network provider may charge You for this call.

The telephone numbers are correct at the time of printing 27/12/2018.

Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282. These services are not available outside the United Kingdom.

Breakdowns on Motorways

On continental motorways (including service areas) You **MUST** use the roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix Your Vehicle - contact RAC using the numbers above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot - an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return home.

Mobiles and car phones

RAC will not reimburse the cost of any telephone calls You make in connection with any Breakdown under this Policy (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, You may still have to pay the cost of any international call. Some service providers charge for calls to free phone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with Your service provider that Your phone meets the requirements and standards for the countries in which You are travelling.

Service in the UK

Cover applies to Vehicles registered with the relevant Vehicle Licensing Agency only.

2 Terms and conditions for ROADSIDE

Roadside

Roadside assistance is available in the United Kingdom and the Republic of Ireland. If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the vehicle and up to 8 people to a destination of Your choice within 10 miles from the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover

- Breakdowns which would be prevented by routine servicing of Your Vehicle.
- Routine servicing of the Vehicle.
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
- Replacing tyres or windows.
- The cost of ferry crossings and road toll and congestion charges.
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- Vehicles, which break down within 1/4 mile of Your Home address or where You normally keep the Vehicle.
- Vehicles which, in the reasonable opinion of Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy.
- Contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
- The cost of parts, fuel or other supplies.
- Any vehicle storage charges incurred when You are using Our services.
- Labour at any garage to which the Vehicle is taken.
- Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your Bank of Scotland Car Insurance Policy, You can then reclaim these costs through Your insurance).
- The tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit.
- Any Vehicle in a position where We cannot work on it or tow it, or whose wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved.
- Any animals in Your Vehicle. Please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

3 Terms and conditions for RECOVERY

Recovery

Recovery is available in the United Kingdom. Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland. Recovery has the same terms and conditions as Roadside but with the following variations: If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people to Your Home within the UK or a single address anywhere within the UK.

If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service at our reasonable discretion).

Recovery does not cover

- Any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy.
- The use of Recovery as a way to avoid paying repair costs.
- A second recovery if:
 - a. the original fault has not been repaired properly by a third party;
 - b. RAC have advised You that it is a temporary repair; or
 - c. The desired destination cannot accept the Vehicle due to company opening hours or other restriction.

If a second Recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- Service within 24 hours of commencement of this Policy.

4 Terms and conditions for AT HOME

At Home

At Home is available in the United Kingdom. At Home has the same terms and conditions as Roadside but with the following variations:
At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

At Home does not cover:

- The rectifying of failed or attempted repairs.
- Recovery of the vehicle.
- The reimbursement of taxi fares.
- Service within 24 hours of commencement this Policy.

5 Terms and conditions for ONWARD TRAVEL

Onward Travel

Onward Travel is available in the United Kingdom. Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally:

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within a quarter of a mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

Replacement car hire

We will pay for:

- Insurance (including Collision Damage Waiver).
- Up to one day's hire cost of a manual car of similar cubic capacity to Your vehicle up to 1600cc if Your Vehicle is being repaired.

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. Age limits. Drivers must be at least 21 years of age.
2. The need to have a current driving licence, and, if held, a driving licence photo card, with You.
3. Limits on acceptable types or numbers of motoring offence penalties and/or penalty points endorsed on Your driving licence.
4. The need to provide a valid credit card number (alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under the Recovery benefit with Your broken down Vehicle.

After taking a fair and reasonable view of the circumstances, We may decide that a hire car is not a practicable solution, and hotel accommodation or alternative transport will be provided instead.

If You require a second or any other type of vehicle We will try to arrange this for You, but You will have to pay for any additional costs.

Alternative Transport

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for The Party whichever is less.

Hotel Accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice. We will pay up to £150 a person or £500 for The Party whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Travel also provides special medical assistance. If You or one of

Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel Accommodation' above. We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

Onward Travel does not cover

- Other charges arising from Your use of the hire car benefit, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
- If You are unfortunate enough to have an incident with the hire vehicle and You make an insurance claim, You will be responsible for paying any excess.
- Service within 24 hours of commencement of this Policy
- Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.
- Any of the Onward Travel benefits, as stated above, before Our attendance of the Breakdown incident.

6 Services whilst abroad

European Cover

European Cover applies to Vehicles registered with the relevant Vehicle Licensing Agency and operates throughout the territory.

European Cover operates within all countries defined in the Territory on the first page of Your breakdown policy wording.

Policy Description

There is an overall limit of £2500 per Claim applied to Claims relating to the European Motoring Assistance level of cover.

Service in the UK en route to a destination abroad

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs or Home
Journey continuation	Replacement vehicle to a maximum of £750

Service while abroad

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs £30 per person per day
Additional Accommodation expenses	Maximum of 14 days car hire or second class rail fare
Journey continuation or return Home	£175
Vehicle break-in, emergency repair	£30 per person per day
Accidental damage to or loss of tent	Limited to the value of the Vehicle being contained within UK Glass's guide or other appropriate industry standard used by RAC.
Vehicle repatriation to United Kingdom	

Service after return home

Product	Limitation
Collection of Vehicle left abroad for repair	£600

Service in the UK en route to the Territory

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were abroad.

In addition We will pay towards the cost of self-drive hire car including Collision Damage Waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

Service whilst Abroad

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

Roadside Assistance

In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the following terms and conditions:

We will pay for:

- attendance of local breakdown or garage services to repair the Vehicle at the roadside if possible; or
- tow of the Vehicle from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
 - a contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown; or
 - inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
- storage charges for the Vehicle while awaiting repair or repatriation; and
- the cost of wheel changes but not for replacement tyres.

We will not pay for:

- any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 2 above; or
- repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is uneconomical to repair; or
- the cost of parts used for roadside or garage repairs; or
- the cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown; or
- the cost of any other supplies, including but not limited to Specialist Equipment.

If the appropriate RAC control centre can confirm repairs to the Vehicle will take more than 12 hours of being notified of a Breakdown, or if it is to be repatriated to the United Kingdom, then We will pay for either:

a) Additional accommodation expenses

We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle.

We will not pay for the costs of meals and any extra costs that are not specified above

Or

b) Journey continuation or return Home

A contribution (restricted to the total claims limit) to travel expenses to allow You to either:

- Continue the planned journey during the period Your Vehicle is not roadworthy.
- Return Home by direct route.

Expenses can comprise of self-drive car hire up to 14 days per Claim, including Collision Damage Waiver and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

RAC will in its reasonable discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the Vehicle when repaired as once the Vehicle is repaired and You have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if Your Vehicle is recovered in a roadworthy condition.

We will not pay for:

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.

- The cost of any car hire beyond the period agreed with the appropriate RAC control centre.
- Any car hire expenses after Your Vehicle is repaired except for the direct journey to return and collect it.
- First class rail fares.
- Any costs under this benefit if they are for a service You used at the same time as the section "Additional accommodation expenses".
- International drop charges where a vehicle hired from abroad is dropped within the UK.
- The costs of hiring a motorcycle.
- Any hire costs not arranged through RAC or agreed by RAC.

You are entitled to either of the following services:

You will have the following cover if RAC can confirm that repairs cannot be completed by your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to the Glass' guide or other appropriate industry standard used by RAC) Cover is available for either:

a) Vehicle repatriation

We will pay for the cost of taking the Vehicle by road transporter from abroad to Your Home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting Your baggage if the Vehicle is declared a 'Write-off' by the Vehicle's insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

We will not pay for:

- Claims for any repatriation not authorised by the appropriate RAC control centre.
- The cost of repatriation if this is uneconomical.
- The cost of repatriation if Your Vehicle is roadworthy.
- Any Claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law.
- Any further costs in connection with the Vehicle once declared a write-off by Us.

Or

b) Collection of Vehicle from Abroad

We will pay the following costs up to £600 for the following costs for one person to collect Your Vehicle, repaired abroad after a Breakdown:

- Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).
- Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:

- First class rail fares.
- The cost of any meals.
- The costs of more than one person.

Note: The appropriate RAC control centre will, after taking a fair and reasonable view, decide whether Your Vehicle should be repaired abroad for You (or someone nominated by You) to return and collect.

Authority for repatriation or repair

If Your Vehicle is not able to be driven due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

Additional services

We will pay for the costs of providing the following if

applicable:

Vehicle break-in, emergency repairs

We will pay for:

The cost of immediate emergency repairs necessary to make Your Vehicle secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry up to £175 provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.

We will not pay for:

- The cost of repairs if they are not to make Your Vehicle secure and for the reasons stated.
- Any repair costs if You do not obtain a police report and submit it with Your Claim.
- Repatriation benefits as described under the section entitled 'Vehicle repatriation'.

Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally We will pay for:

- Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
- The fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for:

The cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

We will pay for:

A contribution to accommodation expenses of up to £30 per person per day if during the Period of Cover You are camping and Your tent is damaged accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

- The cost of meals or any other costs that are not specified above.
- Damage caused by weather conditions.
- The cost of a replacement tent not authorised by Us.
- Any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

The cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or it is stolen.

We will not pay for:

- The cost of non urgent messages or messages to persons not described in the previous paragraph.
- The cost of relaying any urgent message not arranged through the appropriate RAC control centre.

Replacement driver

We will pay for:

The cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

We will not pay:

- Replacement driver cost if there is another qualified driver in The Party who is fit to drive.
- More than one claim per journey abroad.

Customs claims indemnity

We will pay for Continental or Irish Customs claims for duty if:

- the Vehicle is beyond economic repair as a result of fire or theft abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- It is stolen abroad during the journey and not recovered. RAC will deal with necessary Customs formalities.
- To arrange, please call: RAC European Support, 0330 159 0342 (Calls may be recorded and/or monitored) Monday-Friday 9am-5pm

We will not pay any import duties not relating to the Vehicle.

Please note:

You may only make one claim per journey and You may make a maximum of two claims per year.

There is an overall limit of £2500 per Claim applied to the European section of this Policy.

7 Policy requirements and limitations

Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by, or exceeds, any levels specified in the part entitled "Terms and Conditions". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Caravans and trailers

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

Unforeseeable losses or events

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. We reserve the right to refuse to give service and/or cancel Your Policy if You or anyone using Your Policy behaves in a threatening or abusive way towards any persons providing service under this Policy.

Taxi Bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

Service providers

Unless the services are provided by RAC patrols or contractors acting on Our instructions and on Our behalf, We do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose emergency services We arrange on your behalf and/or pay for under European Motoring Assistance - they do not act as Our agents or subcontractors and We do not accept responsibility for their acts or omissions. You should check that any repairs to Your Vehicle

are carried out to Your reasonable satisfaction.

Vehicle condition

Your Vehicle must be roadworthy and in good mechanical condition when You apply for cover and You must keep it in that condition.

Fraud

If any claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.

Motor insurance

RAC European Cover is not motor vehicle insurance. Please refer to Your Bank of Scotland Car Insurance Policy for full information regarding driving abroad.

Service in the Territory only

Availability of service in Eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in Eastern European countries but this may not necessarily be to the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to prevailing conditions in that country. For example strike action may delay or prevent **our** service under this Section E. If this is the case, **we** will not be liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of **our** services. To obtain current information on conditions in the countries **you** are travelling to please refer to the Foreign and Commonwealth office website at: www.gov.uk/government/organisations/foreign-commonwealth-office or email: TravelAdvicePublicEnquiries@fco.gov.uk

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar Vehicle We may arrange two hire cars. We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

Self-drive car hire arranged under Your cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the Collision Damage Waiver (CDW).

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and Eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with your pre-booked ferry, etc. You may have to collect a hired vehicle from the nearest available place of supply.

Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact Your local Department of Transport Area Office for details.

Repayment of credit

You must pay back to Us on demand:

1. any costs We have paid for which You are not covered under Your Policy.
2. the cost of any spare parts supplied.

Spares dispatch

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

8 Policy exclusions (Service in the UK and abroad)

In addition to any limits and exclusions noted elsewhere in this Policy, We will not cover:

1. Costs for anything which was not caused by the incident You are claiming for.
2. Vehicles which have broken down as a result of taking part in any motor sport event or off road activity (including, without limitations rallies or stock car racing) which takes place off the road and / or is not subject to the normal rules of the road. However, vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and complies with the normal rules of the road will be covered.
3. Any Claim if the Vehicle suffers a Breakdown at a motor traders premises, garage or premises offering vehicle repair.
4. The cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part(s) entitled "Terms and Conditions". Please note these costs in Europe are likely to be higher than in the United Kingdom.
5. Loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc).
6. Any incident affecting a vehicle hired under the terms of this Policy
7. Routine servicing of Your Vehicle.
8. The cost of a glass or tyre specialist. We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
9. The cost of a locksmith if You lose, break, or lock Your keys in Your Vehicle. If We are unable to open Your Vehicle for any reason, We will arrange for a locksmith to attend where available, but You will be responsible for the costs. If a locksmith is not available, We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
10. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - b) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

 - i) the use or threat of force and/or violence and/or
 - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and /or radiological means caused or

occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

- c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
- 11. Any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.
- 12. Any Claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water;
 - b) frost damage;
 - c) rust or corrosion;
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel.
- 13. Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
- 14. Any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence valid for use in the United Kingdom.
- 15. Any Claim which You have made successfully under any other policy of insurance held by You. If the value of Your claim is more than the amount You can get from Your other insurance We may pay the difference subject to these Policy limits and exclusions.
- 16. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake.
- 17. Any period outside Your Period of Cover.
- 18. Any Vehicle other than a car, motorcycle (121cc or over), motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility vehicle and provided that the Vehicle conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
 - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered under this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

- 19. Any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the relevant Vehicle Licensing Agency.
- 20. Any Vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends.
- 21. Any Vehicle carrying more persons than recommended by the manufacturer, up to a maximum of 8 persons (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification.
- 22. Your Vehicle if it is unattended.
- 23. Any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.
- 24. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
- 25. Any costs which are not directly covered by the terms and conditions of this Policy.

- 26. Vehicles which were broken down/had suffered a Breakdown or unroadworthy at the start of this Policy.
- 27. It is a legal requirement that Vehicles used or recovered with their wheels in contact with the public highway must have valid vehicle tax. Where no tax exists We will attempt to fix Your vehicle at the roadside but not provide any other service or benefit.
The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/transport/highways/dandv/welcome.xml
- 28. The costs of any parts provided by RAC to fix Your Vehicle at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.

European Claims Procedure and Conditions

When providing assistance We make every effort to arrange on Your behalf all costs within the limits set out in this document. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost. RAC European Cover Claims are handled by: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0330 159 0342 (Calls may be recorded and/or monitored)

email :customer-care-operations@rac.co.uk

If You have paid any cost which You believe is covered, please telephone RAC for a claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed claim form You should enclose relevant original receipts (not photocopies).

Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any Claim. We may refuse to arrange reimbursement of expenses You are claiming back if You cannot provide original receipts or bills for the items You have paid. Payment of Claims depends on You complying with the following conditions.

- 1. You must make any Claim on an RAC claim form, please bring Your Claim to RAC's attention as soon as you can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on an RAC Claim form will not be accepted. This does not affect your statutory rights to take legal action or exercise any other legal remedy.
- 2. If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.
- 3. You must do all You can to prevent Accident, injury, loss or damage, as if You were not covered.
- 4. You must forward to Us any writ, summons, legal document or other communication about the Claim as soon as You receive them.
- 5. You must obtain any original receipts, certificates, police reports, evidence, etc. and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
- 6. You must not admit liability or offer or promise payment without RAC's written permission.
- 7. The Vehicle must be in roadworthy and in good mechanical condition when You commence Your journey.
- 8. If any claim is found to be fraudulent in any way Your claim will be forfeited.

You must, within 7 days of any request from RAC, send to RAC copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should You make a claim following a road traffic incident.

9 Caring for our customers

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You and You have already called Customer Services, who have been unable to resolve the matter to Your complete satisfaction, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

If You have used Our breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it).

Please quote Your full name, contact telephone number or Policy number and where applicable Your Vehicle registration in any communication.

Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall WS5 4QZ. Or email breakdowncustomercare@rac.co.uk

If you are dissatisfied with any aspect of service received under Your **European Cover** please write to Us at the address provided above or call us Freephone from the UK on 0800 107 5861 or from Europe on 00 44 (0) 161 332 1040 (Calls may be recorded and/or monitored). Fax: 01922 746 528

Email: customercareoperations@rac.co.uk

If You are dissatisfied with any other aspect of the services provided to You please contact Customer Services on 0330 018 4175. If You prefer to put your complaint in writing please send it to The Customer Relations Manager, Fusion House, Bretton Way, Peterborough PE3 8BG.

In either case, We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within five working days, along with a leaflet outlining Our complaints procedures. In the unlikely event that We cannot resolve Your complaint to Your satisfaction, depending on the product and the nature of Your complaint You may refer Your concerns to the Financial Ombudsman Service at the following address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

10 Regulatory status

RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Reference numbers are 310208 and 202737 respectively. You can check our authorisation on the Financial Services Register by visiting www.fca.org.uk.

RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW.

11 Registered address

RAC Motoring Services (Registered No 01424399) and/or RAC Insurance Limited (Registered No 2355834). both with registered office of RAC House, Brockhurst Crescent, Walsall WS5 4AW.

12 Financial Services Compensation Scheme

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If We cannot meet Our obligations You may be entitled to compensation from the scheme, depending on Your type of insurance and the circumstances of any claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

13 Protecting your information

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data **you** and/or **BISL Limited** supplies to the **RAC** is RAC Motoring Services (RACMS). This enables **BISL Limited** to provide **you** with a quotation, for **you** and the **RAC** to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit and for administering the **RAC Breakdown Cover**. RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. **You** can contact the Data Protection Officer for RACMS by email to dpo@rac.co.uk or writing to Data Protection Officer, RAC Motoring Services Limited, RAC House, Great Park Road, Bradley Stoke, BS32 4QN.

RACMS obtains **your** personal data from **BISL Limited** when **BISL Limited** provides RACMS with **your** personal data for the purposes set out below. RACMS also obtains **your** personal data when **you** contact the **RAC** directly in relation to **your RAC Breakdown Cover**. Please be aware that the **RAC** may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that the **RAC** obtain about **you** are:

- name;
- policy number;
- **vehicle** registration number;
- **vehicle** manufacturer;
- **vehicle** model;
- DVLA date of **your vehicle's** first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that **you** provide the **RAC** from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate interests in order to:

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your RAC Breakdown Cover**; and
- contact **you** to provide **you** with the services that form part of **your RAC Breakdown Cover**.

Please note that, if **you** do not provide **your** personal data, the **RAC** will be unable to provide **you** with the **RAC Breakdown Cover** you are requesting, as well as services related to administering **your RAC Breakdown Cover**.

RACMS will share the personal data **you** provide with its group companies †. RAC Group Companies (RACGC) will use this for administration and customer services. RACGC may disclose **your** personal data to the **RAC's** service providers and agents for these purposes.

RACGC retains **your** personal data for so long as is necessary for the **RAC** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and the **RAC**, or that RACGC enter into at **your** request, in **your** interest. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When **you** give the **RAC** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. RACGC may monitor and record any

communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

† If **you** would like a list of all RAC group companies, please write to or email the Data Protection Officer.

14 Choice of law

The laws of England and Wales govern Your Policy, unless You and We agree otherwise and such agreement has been put in writing by Us.

15 Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

16 Cancellation

You may cancel this policy at any time by contacting Customer Services on the number shown in Your Bank of Scotland Car Insurance policy documents. For further details including cancellation fees and refund of premiums due, please read the 'cancellation rights' section in the Additional Benefits Policy Summary. This Policy must run alongside Your Bank of Scotland Car Insurance Policy, therefore, if you cancel the main Policy that cancellation will also automatically apply to this Policy and cover will cease from the date of cancellation.

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