

# Breakdown and European Motoring Assistance

## Terms and conditions

Please read carefully and keep safe

BMOMF13905 04.2017 (V35)



## How to get help

These are the numbers **you** and/or **your drivers** will need:

<b>Call the RAC on</b>	<b>0800 246876</b>
<b>Broken down in France and Monaco</b>	
<b>Freephone (from a landline)</b>	<b>0800 290 112</b>
<b>Pay call (from a mobile)</b>	<b>00 33 472 43 52 55</b>
<b>Broken down in Europe*</b>	
<b>Calling from Europe (from a landline)</b>	<b>00 33 472 43 52 55</b>
<b>Calling from Republic of Ireland (ROI)</b>	<b>1 800 535 005</b>

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

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

## European Motoring Assistance (Section C)

**To request a claim form (from the UK)** **0300 159 0334**

**Email: [breakdowncustomercare@rac.co.uk](mailto:breakdowncustomercare@rac.co.uk)**

**For repatriation queries** **0300 159 0342**

**Or write to:**

**RAC**

**Great Park Road,**

**Bradley Stoke**

**Bristol BS32 4QN**

## Checklist

Certain information is required when calling for service.

1. The **driver's** name
2. The policy number
3. The **vehicle** registration number, which will be used by the **RAC** to ensure the right person is sent to assist the **driver**
4. The make and model of the **vehicle**
5. The exact location of the **vehicle**
6. The **driver's** contact number
7. The **nature of the fault**
8. In **Europe** or for additional services, **your** credit card number.
9. If Car Hire is required where the **RAC** are unable to permanently or temporarily repair the **vehicle**, a Full UK Driving licence (photo card licence) and National Insurance number;
10. Proof of **Breakdown and European Motoring Assistance** Cover (such as **the schedule** and/or the Certificate of Motor Insurance);
11. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the **vehicle** on a **journey to Europe**.

## Remember

1. Please call the **RAC** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives.
2. Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by the **RAC**, **otherwise the RAC may still charge the applicable fee.**
3. Don't go directly to a garage (even an **RAC** appointed one); the **RAC** will not reimburse **you** if **you** or a **driver** have had to pay for help which was not arranged by the **RAC**
4. Recovery can only be arranged by the **RAC**

### Telephone charges

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

#### In the UK

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

#### In Europe

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

#### Breakdown on a motorway in Europe

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

Motorways in France are privately managed, so in the event of a **breakdown** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones. The **RAC** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. The **RAC** will cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact the **RAC** as soon as possible and, if the **vehicle** has not been repaired, the **RAC** will arrange for ongoing cover under **Breakdown and European Motoring Assistance**.

### Who provides Breakdown and European Motoring Assistance?

**Your** policy is arranged and administered by Aviva Insurance Limited.

Roadside and Recovery (Section A) is provided by RAC Motoring Services.

Onward Travel (Section B) and European Motoring Assistance (Section C) are underwritten by RAC Insurance Limited.

## Important information about your Breakdown and European Motoring Assistance

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

**Breakdown and European Motoring Assistance** from **Aviva** is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who own or drive **vehicles** and wish to ensure the risk of the **breakdown** of the **vehicles** are met now and in the future.

This document contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this document. **You** must meet these conditions or the **RAC** may not provide this cover.

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

### The Contract of insurance

This document is a contract of insurance between **you** and the **RAC**.

The following elements form the contract of insurance; please read them and keep them safe:

1. This document;
2. Information contained on **your** application and/or the Statement of Fact document as issued by **Aviva**;
3. **The schedule**;
4. Any changes to **your Breakdown and European Motoring Assistance** insurance policy contained in notices issued by **Aviva** at renewal;
5. The information under the heading 'Important Information' which **Aviva** provide to **you** when **you** take out or renew **your** policy.

In return for paying **your premium**, the **RAC** will provide the cover shown in this document.

**You** must comply with the applicable terms and conditions under this **Breakdown and European Motoring Assistance**. Any failure to do so may impact on **your** rights under this **Breakdown and European Motoring Assistance**, including whether **you** can make a claim. **You** should ensure that each **driver** is made aware of this as well as the level of cover under this **Breakdown and European Motoring Assistance**.

Any changes made during the **period of insurance** will be treated as a continuation of the contract of insurance. The **RAC's** provision of insurance under this policy is conditional upon all persons who seek to benefit observing and fulfilling the terms, provisions and conditions of this policy.

### Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy and **your Aviva** breakdown service details) and other information relating to this contract will be in English.

### Law

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

### Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact **your** insurance advisor.

## Reimbursement of payments

Where it is stated that the **RAC** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0334) and proof of payment.

For reimbursement of payments made by **you** please submit proof of payment to the **RAC** at:

RAC

Breakdown Customer Care

Great Park Road,

Bradley Stoke,

Bristol

BS32 4QN

In certain circumstances, the **RAC** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

# Your terms and conditions

## Period of insurance

**Breakdown and European Motoring Assistance** provides cover for the **period of insurance** as stated in the **schedule**.

## Hire car terms

Certain sections of this **policy** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

### What is covered

In the **domestic territory** up to 3 consecutive days or until **your vehicle** has been fixed if sooner.

In **Europe** up to 14 consecutive days or until **your vehicle** has been fixed if sooner.

1. In the **domestic territory**, the **RAC** will try to find a hire car close in size to the **vehicle**, where the **vehicle** is a car, or a replacement van where the **vehicle** is a van, but cannot guarantee this and may offer more than one hire car;
2. In **Europe**, the **RAC** will try to find a hire car close in size to the **vehicle**, but cannot guarantee this and may offer more than one hire car;
3. If **you** or **your driver** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** or **your driver** have points on **your** licence), and **you** choose to hire a car yourself, let the **RAC** know before **you** hire a car. Provided the **RAC** have agreed the cost, they will reimburse **you** up to £35 per day for up to 3 days for **claims** in the **domestic territory** and up to £125 per day for up to 14 days and up to a total of £1,500 for **claims** in **Europe**;
4. Where the **RAC** arrange a hire car they will pay the insurance and collision damage waiver. This covers the cost of damage but **you** would still need to pay the excess. If **you** or **your driver** leave the hire car at a different location to the one arranged by the **RAC**, **you** will need to pay the hire car company any additional costs.

### What is not covered

1. The **RAC** will not provide any specific car type, model or accessories, including tow bars, or motorhomes, motorcycles or vans. The **RAC** will not provide breakdown cover for the hire car;
2. It may be necessary to change vehicles when crossing a border, outside of the **domestic territory**, from one country to another, unless agreed with the **RAC** and permitted by the hire car provider; and
3. Any cost of:
  - a. delivery and collection of the hire car and any fuel used;
  - b. fuel while using the hire car;
  - c. a trailer to transport **your** motorcycle; or
  - d. any insurance excess and additional costs.

## Additional services provided by the RAC

If the **driver** requires additional services that are not covered under this **Breakdown and European Motoring Assistance**, the **RAC** may be able to arrange appropriate additional services at **your** or **your driver's** request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the **vehicle**;
2. Receive specialist services to complete a repair of **your vehicle**;
3. Provide any other services that may be available for an additional cost.

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

If any person requests a service that is not covered by Sections A to C, **you** will become liable for any costs relating to the service provided. To limit the risk of **you** having any unexpected costs, the **RAC** will ask for proof of identity of the person in question and, where possible, the **RAC** will charge the **driver** the costs of the service in advance.

## Definition of words

Certain words in this policy have special meanings. These words and their meanings are stated below and apply wherever they are in bold type.

“**Aviva**”/“**we**” means Aviva Insurance Limited;

“**breakdown**”/“**break down**”/“**broken down**” means the **vehicle** is inoperative, is unsafe to drive and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle’s** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** or **your driver** will need to make **their** own way to a place of repair and any break down cover under this **Breakdown and European Motoring Assistance** will not apply;

“**Breakdown and European Motoring Assistance**” means this document that is subject to the terms and conditions;

“**caravan**”/“**trailer**” means any caravan or trailer that complies with the following specifications:

Max Length (including tow bar)	Max Width	Max Height
7 metres (23ft)	2.55 metres (8ft 4in)	3.0 metres (9ft 8in)

“**claim**”/“**call out**” means any request for service or benefit or for cover under this **Breakdown and European Motoring Assistance**;

“**domestic territory**” means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man;

“**driver**”/“**their**”/“**they**” means any driver of a **vehicle** at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle**;

“**emergency service**” means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

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

“**home**” means the address within the **domestic territory** of **your** business premises or the address where **you** or **your driver** permanently live in the **domestic territory**;

“**journey**” means a holiday or trip in a **vehicle** to **Europe** which begins on departure from the **home** and ends on return to the **home**;

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

“**modified vehicle**” means any **vehicle** that has been modified from the manufacturer’s specifications;

“**party**” means the total number of persons (including the **driver**) travelling in the **vehicle** for the whole period of the **journey**;

“**passengers**” means the number of passengers allowed to travel in the **vehicle** as detailed on the Vehicle Registration Document;

“**period of insurance**” means the period from the **start date** to the expiry date, as shown on **the schedule**. Each renewal represents the start of a new period of insurance;

“**premium**” means the basis upon which services will be provided under this **Breakdown and European Motoring Assistance** charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate;

“**RAC**” means RAC Motoring Services in respect of Section A and RAC Insurance Limited in respect of Sections B and C and each of its authorised agents;

“**RAC contractor**” means any person appointed by the **RAC** to provide **breakdown** assistance services on the **RAC’s** behalf;

“**RAC patrol**” means a technician employed by the **RAC**;

“**resident**” means a person who has **their main home** in the **domestic territory**;

“**road traffic accident**” means

1. for the purposes of Section C only, a traffic accident in **Europe** that immobilises the **vehicle**; and
2. for the purposes of all other Sections, a traffic accident involving a **vehicle** within the **domestic territory**;

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

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

“**start date**” means the date that this policy begins as shown on **the schedule**;

“**the schedule**” means the document confirming **your Breakdown and European Motoring Assistance** agreement which contains important details about **your** cover and which must be read in conjunction with these terms and conditions;

“**vehicle**” means the vehicle shown on **the schedule** that is registered in the UK and has a maximum Gross Vehicle Weight of 7.5 tonnes. Motorcycles under 121cc and mobility scooters are not covered under **Breakdown and European Motoring Assistance**;

“**you**”/“**your**” means the company, business, person or persons named as the policyholder on **the schedule**;

## YOUR COVER

### SECTION A. Roadside and Recovery

**Breakdown and European Motoring Assistance** includes cover for Roadside, At Home and Recovery subject to the terms and conditions below.

#### What is covered

If **your vehicle** has **broken down** in the **domestic territory** during the **period of insurance**, the **RAC** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle** at the roadside; or
2. If the **RAC** are unable to permanently repair the **vehicle** at the roadside (within a reasonable time), the **RAC** will decide, based upon the technical expertise of the **RAC** in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** or the **driver**. The **RAC** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

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

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

#### What is not covered

1. Recovery that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
2. Recovery to more than one destination including a second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions;
3. The cost of any parts (including batteries) required by the **RAC** to repair the **vehicle**. If the **RAC patrol** or **RAC contractor** has the required parts **you** or the **driver** can purchase the relevant parts from the **RAC** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences. The **RAC** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under this **Breakdown and European Motoring Assistance**;
4. Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle** the **RAC** will not provide recovery over 10 miles where no serviceable spare tyre is carried by the **vehicle** or no suitable alternative (as recommended by the manufacturer) is available. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;
5. Any **vehicle** that is already at a garage or other place of repair.
6. Any **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and:
  - a. the **RAC** consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than the **RAC**;
  - b. the **RAC** can demonstrate that the recovery service is being used by **you** and/or the **driver** to avoid the cost of repairing the **vehicle**; or
  - c. the **RAC** advised **you** or any **driver** that they had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least, in full or in part, from a failure to carry out these other repairs.

## SECTION B. Onward Travel

**Breakdown and European Motoring Assistance** includes cover for Onward Travel as set out in Section B.

### What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **domestic territory** during the **period of insurance** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, the **RAC** are unable to repair the **vehicle** in accordance with the cover under Section A. The **RAC** will provide the **driver** with one of the following benefits:

1. Replacement car hire; or
2. Alternative transport costs; or
3. Hotel accommodation.

In order for **you** to claim reimbursement of payments made by **you** or a **driver** under Section B **you** or the **driver** must have proof that **you** or the **driver** have made such payment before the **RAC** reimburse **you** or the **driver**, for example a receipt or invoice relating to the payment. **You** must send such proof to the **RAC** at the breakdown customer care address shown above. All monetary values are inclusive of VAT.

### Replacement car hire

#### What is covered

Please see Hire Car terms above.

Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**.

### Alternative transport

#### What is covered

If **you** or **your driver** would prefer to continue **your** journey by air, rail, taxi or public transport, the **RAC** will reimburse **you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

### Hotel accommodation

#### What is covered

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

### Assistance in a medical emergency

#### What is covered

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

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

#### What is not covered

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

## SECTION C. European Motoring Assistance

**Breakdown and European Motoring Assistance** includes cover for European Motoring Assistance as set out in this Section C.

### Disruption in country

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

<https://www.gov.uk/government/organisations/foreign-commonwealth-office>  
or email: [TravelAdvicePublicEnquiries@fco.gov.uk](mailto:TravelAdvicePublicEnquiries@fco.gov.uk)

### **Limits of cover**

The cover under Section C is subject to an aggregate overall limit of £2,500 per **claim**, apart from a **claim** under Section C3 where **your vehicle** requires a recovery to a single destination within the **domestic territory** where the **RAC** will cover a **claim** to an aggregate overall limit of £5,000 if **your vehicle** exceeds 3.5 tonnes Gross Vehicle Weight but remains subject to the stated limits of cover in respect of each type of cover.

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

### **European Motoring Assistance**

In the event that the **vehicle** has **broken down** or has been involved in a **road traffic accident**, the **RAC patrol**, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm whether the **vehicle** can be repaired within 24 hours and, if not, whether:

1. it can be repaired by the date that the **driver** originally planned to return to the **domestic territory**;
2. it requires repatriation to the **domestic territory**; or
3. where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country.

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

The **RAC** will then discuss the preliminary fault diagnosis with **you** or the **driver** and determine which other benefits may be available under Section C as a result of the **claim**. For example, if the repairs cannot be completed within 24 hours, the **RAC** will discuss whether **you** or the **driver** would like the **RAC** to arrange transport to continue the **journey** to the original destination or arrange accommodation while the **driver** waits for the repair to be completed. These alternatives will be discussed with **you** or the **driver** at the outset so that the best course of action can be agreed. The **RAC** will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, the **RAC** will discuss this with **you** or the **driver** and determine if the benefits provided under this Section C should change as a result.

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

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

### **Important**

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

## SECTION C1: Roadside assistance in Europe

### What is covered

If the **vehicle breaks down** or is involved in a **road traffic accident** in **Europe** during a **journey**, the **RAC** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **vehicle** at the roadside, they will:
  - a. recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
  - b. pay for the initial fault diagnosis to find the next course of action;
  - c. contribute towards the garage labour charges up to £175;
  - d. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
  - e. relay any urgent messages from **you** or the **driver** to a contact of **your** choice.

### What is not Covered

1. Repair costs, including garage labour charges:
  - a. if the **vehicle** was in a **road traffic accident**; or
  - b. if the **vehicle** repair costs will be more than its **market value**.
2. The costs of any parts.

Note: By claiming under this Section C **you** are authorising the **RAC** and the garage to undertake fault diagnosis.

Whilst the **RAC** do not consider the following as a **breakdown** they will assist with the following, but **you** are not entitled to benefits under any other section.

- a. Misfuelling. If **you** or the **driver** put the wrong fuel in the **vehicle** the **RAC** will arrange to recover the **vehicle** and **passengers** to a local garage.
- b. Keys. If **your** keys are locked in the **vehicle**, the **RAC** will attend and get them out if possible, but are not liable if damage is caused to the **vehicle** in doing so.
- c. Tyres. If **you** or the **driver** need a replacement tyre, although this is not covered the **RAC** will attend and change the tyre if **you** have a spare or recover the **vehicle** and **passengers** to a local garage if the **vehicle** is manufactured without a spare.

## SECTION C2: Onward travel in Europe

### What is Covered

If the **vehicle** has a **breakdown** or a **road traffic accident** during a journey in **Europe** and the **RAC** establish that the repairs cannot be completed within 6 hours, the **RAC** will help **you** or **your driver** by making arrangements for the **passengers** to continue the **journey**. **You** or **your driver** can choose either:

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

### Alternative transport

#### What is Covered

1. A hire car as a replacement until the **vehicle** has been repaired, up to £125 per day for up to 14 days and up to a maximum of £1,500 in total, or
2. A standard class ticket up to £125 per person and a total of £500 for all **passengers** for travel by air, rail, taxi or public transport.

### Additional accommodation expenses

#### What is Covered

The **RAC** will arrange and pay for additional accommodation expenses if **you** or **your driver** are unable to use-pre-arranged accommodation up to £30 per person per day up to a maximum of £1,500 for all **passengers**.

### What is not covered

Accommodation where **you** or **your driver** have suitable alternative accommodation **they** can use. Cover under this section will stop once:

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

Once **you** or **your driver** are notified of cover ending, if **you** have a hire car, **you** must return it to the place agreed with the **RAC** within 24 hours. **You** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

### Getting your passengers home

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

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

## SECTION C3: Getting the vehicle home

### What is covered

If a **service provider** attends a **breakdown** or a **road traffic accident** in **Europe** under Section C and the **vehicle** cannot be repaired before **your** planned return to the **domestic territory**, the **RAC** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of **your** or the **driver's** choice within the **domestic territory**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **domestic territory**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, the **RAC** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the UK once the **RAC** have brought **passengers home** under Section C2 until the **vehicle** is brought back to the **domestic territory**, up to £750.

The **RAC** will take the **passengers** in the **vehicle home** under Section C2 (Onward travel in Europe).

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

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

### What is not covered

1. Any costs:
  - a. where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the vehicle. If the **vehicle** has **broken down** or had a **road traffic accident**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country;
  - b. covered under **your** motor insurance;
  - c. relating to storage once **you** have been notified that the **vehicle** is ready to collect; or
  - d. incurred as a result of actions or omissions of **your** motor insurers;
2. The **RAC** will not take the **vehicle** back **home** if:
  - a. the **vehicle** is roadworthy; or
  - b. a customs officer or other official finds any contents in the **vehicle** that are not legal in that country;
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. Costs of fuel, insurance or meals;

5. Costs under this section over the amount set out above, so if **you** want the **RAC** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above **your** level of cover before the **RAC** make arrangements.

#### **Important**

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

### **SECTION C4: Vehicle break-in emergency repairs**

Before claiming under this Section **you** must report the break-in to the police within 24 hours in order to obtain a written report.

#### **What is covered**

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will **reimburse you**, up to £175, for:

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

#### **What is not covered**

1. The cost of any parts.
2. Any benefits under any other section of this **policy**.

### **SECTION C5: Replacement Driver**

#### **What is covered**

Although this is not covered as a **breakdown** under **this policy**, if **you** or **your driver** suddenly or unexpectedly fall ill during **your journey** in **Europe**, meaning **they** are unable to drive, the **RAC** will provide a replacement driver to allow **you** and/or the **driver** to continue the **journey** or return **home**. The **RAC** will require written confirmation from the treating hospital or medical expert that **you** or **your driver** are unable to drive.

#### **What is not covered**

1. The **RAC** will not provide this benefit if there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**.
2. Any benefits under any other section of this **Breakdown and European Motoring Assistance**.

### **Conditions to Section C**

In addition to the general conditions, the following conditions apply to Section C. If **you** and/or any **driver** does not comply with these conditions the **RAC** may not be able to provide cover under Section C.

1. **You** and the **driver** must make sure the **vehicle**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries visited during a **journey**. This particularly includes weight limits for towing;
2. The **RAC** will require **your** or the **driver's** credit card details if **they** arrange a service for the **driver** which is not covered by this **Breakdown and European Motoring Assistance** or if it exceeds the limit set for each benefit;
3. Exchange rate: Any costs that are incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used by the **RAC** at the time. Any costs that are incurred by **you** or the **driver** in a currency other than GBP and which are recoverable from the **RAC** under Section C will be converted to GBP at the exchange rate used by **your** or the **driver's** credit card provider (in the case of card payments) or used by the **RAC** at the time **you** present the **claim** (in the case of cash payments); and
4. The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

## Exclusions to Section C

In addition to the general exclusions, the following exclusions apply to Section C:

1. If **you** or the **driver** fails to contact the **RAC** within 24 hours of becoming aware of the **breakdown** the **RAC** may refuse to provide cover in relation to the **breakdown**;
2. Any costs which **you** or the **driver** or **passengers** would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
3. Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
4. Any personal belongings, valuables, luggage, goods, vehicles or boats in or on a **vehicle**. **You** or the **driver** are responsible for the care of these items at all times;
5. Any **breakdown** or **road traffic accident** caused directly or indirectly by:
  - a. Running out of oil or water;
  - b. Frost damage; or
  - c. Rust or corrosion
6. Any **claim** which **you** or the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount **you** or the **driver** can get from any other insurance the **RAC** will pay the difference. If the **RAC** do make a payment it will not be more than the appropriate benefit limit under Section C;
7. If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be at **your** or the **driver's** cost, or must be referred to **Aviva**;
8. Any travel outside the **domestic territory** and **Europe**;
9. Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing or broken keys\*. The **RAC** may be able to arrange for the provision of these services but **you** or the **driver** must pay for any costs incurred;

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

If the **vehicle breaks down** as a result of a problem with its tyre, the **RAC** will provide assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, General exclusion 13b(i) will apply.

10. Where the **vehicle** is not provided with a spare tyre the **RAC** will recover the **vehicle** to a local repairer;
11. The cost of any transportation, accommodation or care of any animal;
12. If **you** or the **driver** delays repairs to the **vehicle** for whatever reason, any costs that the **RAC** consider (acting reasonably) would not have been incurred under this Section if **you** or the **driver** had not delayed repair; and
13. Any costs that are not arranged through the **RAC** or arranged by them.

## General conditions

The following conditions apply to all Sections of this **Breakdown and European Motoring Assistance**. If **you** or any **driver** does not comply with these conditions the **RAC** may not be able to provide cover under **Breakdown and European Motoring Assistance** and this **Breakdown and European Motoring Assistance** may be cancelled.

1. **You** must pay the **premium** and any applicable taxes by the due date set out in **the schedule**.
2. Any **claim** for a reimbursement of payments made must be accompanied by proof that such payment has been made before the **RAC** will reimburse **you**, for example a receipt or invoice relating to the payment;
3. The **vehicle** must be registered at **your home**.
4. A **driver** that can legally drive the **vehicle** and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If **they** are not, the **RAC** will not provide any service related to the **breakdown**;
5. If the **RAC** provide an onward transportation service of **passengers** of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;

6. If the **RAC** provide an onward transportation service for the **driver** and the **passengers** of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** or the **driver's** own risk. The **RAC** will not transport animals in the recovery vehicle and they will not be liable for or insure any animal during any onward transportation, however any guide dogs will be transported with **their** owners;
7. The **RAC** will attend a **breakdown** at the **driver's** request in good faith. By making a request for service under the terms of this **Breakdown and European Motoring Assistance you** or the **driver** confirm that the **driver** and the **vehicle** comply with all legal requirements;
8. Each **driver** must be authorised by **you** to be driving the **vehicle**. If not, the **RAC** will not be able to provide any service related to the **breakdown**; and
9. The **driver** must be able to prove the **vehicle's** eligibility by producing **the schedule** and/or the Certificate of Motor Insurance applicable to the **vehicle they** are driving;

Upon request from the **RAC**, **you** or the **driver** must provide the **RAC** with proof that the **vehicle** complies with any of the above conditions and allow the **RAC** to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition, at any time. If **you** or the **driver** is unable to provide the **RAC** with such proof, if **you** or the **driver** does not allow the **RAC** to examine the **vehicle** or the **RAC** consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, the **RAC** reserve the right to refuse to provide any service under this **Breakdown and European Motoring Assistance** relating to that **vehicle**. This means the **claim may be declined**. **You** or **driver** must also tell the **RAC** if **they** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**.

### General exclusions

The following exclusions apply to all Sections of this **Breakdown and European Motoring Assistance**. **Breakdown and European Motoring Assistance** does not cover:

1. Attendance following a **road traffic accident** in the **domestic territory**. If a **driver** has had a **road traffic accident** in the **domestic territory** and would like the **RAC** to recover the **vehicle** they will be able to assist for an additional charge;
2. Attendance following fire, flood (in the **domestic territory**), theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** or a **driver** would like the **RAC** to recover the **vehicle** following one of these incidents they will be able to assist for an additional charge;
3. Assistance in a medical emergency;
4. Any **vehicle** that is already at a garage or other place of repair;
5. Servicing or assembly of a **vehicle**;
6. **Vehicles** which have **broken down** as a result of mis-fuelling. The **RAC** will not repair the **vehicle** including but not limited to draining or removing the fuel under this **Breakdown and European Motoring Assistance**. The **RAC** may be able to drain and remove the fuel for an additional cost. The **RAC** will only recover the **vehicle** to a garage (within 10 miles of the **breakdown** in the **domestic territory**). The **RAC** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;
7. **Vehicles** which have **broken down** on land to which **you** or a **driver** or the **RAC** do not have permission to access;
8. **Vehicles** which have **broken down** as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
9. **Vehicles** being demonstrated or delivered under trade plates;
10. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers is loaded over its legal limit;
11. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). The **RAC** may be able to arrange breakdown and recovery services with **specialist equipment** if needed for an additional charge; All cost of such services will be payable in advance direct to the **RAC**, **RAC patrol** or **RAC contractor**;
12. Transportation of any horses or livestock;

13. Any costs:
- a. incurred without the prior consent of the **RAC**. All requests for service must be made directly to the **RAC**.
  - b.
    - i. relating to repairs of wheels and tyres and costs relating to any **vehicle** not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and of sourcing it;
    - ii. the cost of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the **driver** to reach a garage to get the tyre replaced;
  - c. relating to a **driver** having failed to carry or having misused any equipment provided by the **vehicle** manufacturer for the purposes of removing the **vehicle's** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
  - d. relating to repairs to or replacement of glass in the **vehicle**. The **RAC** will arrange the recovery of the **vehicle** to a nearby garage for assistance but **they** will not pay for any replacement glass or pay for the fitting of any glass. **You** or the **driver** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
  - e. relating to the keys to a **vehicle** being lost, stolen, broken or locked in the **vehicle**. The **RAC** may be able to arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. The **RAC** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
  - f. for **vehicle** storage charges unless otherwise expressly included in the relevant Section; or
  - g. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under this **Breakdown and European Motoring Assistance** and the cost of any return ferry crossings and/or toll fees of the recovery **vehicle**;
14. Any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under this **Breakdown and European Motoring Assistance**. For example, loss of earnings due to the **RAC** being unable to repair the **vehicle** at the roadside, losses caused by delay in the **RAC** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any claim **you** or a **driver** may have for death or personal injury);
15. Any service under this **Breakdown and European Motoring Assistance** if the **RAC** are prevented from doing so in circumstances beyond their reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances the **RAC** will take steps to prevent or minimise the effects of such circumstances on their services;
16. In the event of involvement of an **emergency service**, the **RAC** will not remove the **vehicle** until all **emergency services** concerned have provided them with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than the **RAC**, they will not meet the cost of the removal; or
17. Any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs.

### **Cancelling this Policy**

1. **You** may cancel this **Breakdown and European Motoring Assistance** at any time after the date **Aviva** have received the **premium** by providing seven days notice in writing.
2. If there is a default under **your Aviva** credit agreement which finances this **Breakdown and European Motoring Assistance** we may cancel this policy by providing notice in writing to **you** in accordance with the default termination provisions set out in **your Aviva** credit agreement.

If **your Breakdown and European Motoring Assistance** is cancelled under (1) or (2) above and provided that there have been no:

- a. **claim(s)** made under the **Breakdown and European Motoring Assistance** for which the **RAC** have made a payment;
- b. **claim(s)** made under the **Breakdown and European Motoring Assistance** which are still under consideration;
- c. incident(s) which **you** are aware of and are likely to give rise to a **claim** which has already been or is yet to be reported to the **RAC**;

during the current **period of insurance** Aviva may, at their discretion, refund to **you** a proportionate part of the **premium** paid for the unexpired period.

3. Where there is no **Aviva** credit agreement to finance this **Breakdown and European Motoring Assistance**, **Aviva** will cancel this **Breakdown and European Motoring Assistance** from the **start date** if the **premium** has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Aviva** to **your** last known address.
4. **Aviva** may also cancel this **Breakdown and European Motoring Assistance** at any time by sending not less than seven days notice in writing to **your** last known address.

**Aviva** will refund a proportionate part of the **premium** for the unexpired period provided that there have been no:

- a. **claim(s)** made under the **Breakdown and European Motoring Assistance** for which the **RAC** have made a payment
- b. **claim(s)** made under the **Breakdown and European Motoring Assistance** which are still under consideration
- c. incident(s) which **you** are aware of and are likely to give rise to a **claim** which has already been or is yet to be reported to the **RAC**.

during the current **period of insurance**.

To cancel, please contact **your** insurance advisor.

### **Misuse of Breakdown and European Motoring Assistance from Aviva**

**You** and any **driver** must not:

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

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

1. Refuse to provide any services to **you** or the **driver** under this **Breakdown and European Motoring Assistance** with immediate effect; and
2. Immediately cancel this **Breakdown and European Motoring Assistance** in accordance the cancellation provisions.

**Aviva** or **RAC** will notify **you** in writing in the event that they decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way this **Breakdown and European Motoring Assistance** from **Aviva** will be cancelled immediately and the fraudulent **claim** forfeited and the **RAC** may also take any of the additional steps as set out above.

## Complaints procedure

The **RAC** are committed to providing **you** with the highest standard of service and customer care. However, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected.

If **you** would like to complain about any aspect of the service the **RAC** have provided to **you** under this **Breakdown and European Motoring Assistance** from **Aviva** cover please contact the **RAC** as set out below.

Please bring the complaint to the attention of **RAC** as soon as **you** can as this will assist them and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of the breakdown services provided:

1. Call the **RAC** customer care number on:  
0330 159 0360; or
2. Write to the **RAC** at:  
Breakdown Customer Care  
RAC Motoring Services  
Great Park Road  
Bradley Stoke  
Bristol BS32 4QN; or
3. Email the **RAC** at:  
breakdowncustomercare@rac.co.uk

If **you** contact the **RAC** in writing, by calling or by email please provide **your** full name, contact telephone number, policy number and, where applicable, the **vehicle** registration number.

If **you** have a complaint about anything else, **you** can write to **Aviva** at Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR, or telephone **Aviva** on 0345 030 6922, whichever suits **you** and ask **your** contact to review the problem.

**Aviva** will acknowledge **your** complaint promptly. If **Aviva** can't fully investigate and respond to **your** complaint within 10 working days, **Aviva** will let **you** know their expected response date.

## 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:

Telephone : 0800 023 4567 or 0300 123 9 123\*  
The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with us. If **your** complaint relates to the provision of services by us, **you** will not be able refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect **your** legal rights.

\* Call charges may apply. Please check with your telephone provider.

## Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Sections B and C) are 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. This depends on the circumstances of the **claim**.

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), by telephone on 0800 678 1000 or 0207 741 4100 or by writing to:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

The cover provided by RAC Motoring Services under Sections A and B of this **Breakdown and European Motoring Assistance** is not covered by the FSCS.

Breakdown cover is arranged by Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office : Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Breakdown cover is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Limited (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.