

European Cover terms of membership.

This gives you important information about your membership

Emergency telephone numbers

United Kingdom including Northern Ireland

0800 0 562 048 (freephone)

Republic of Ireland

1 0800 535 005 (freephone)

France & Monaco

00 33 472 43 52 44 from UK mobile (paycall) or

0800 94 20 44 from a landline phone from within France and Monaco (freephone)

Rest of Europe

00 33 472 43 52 44 (pay call)

If calling from a UK mobile whilst abroad dial +33 472 43 52 44

The dialling codes included in these telephone numbers were believed to be correct at the time of printing (June 2006). However, they may change without notice. In case of difficulty please check with the international telephone operator for the country you are in.

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European Cover (including Motoring Legal Expenses Insurance)

Statement of Demands and Needs

This product meets the demands and needs of customers who wish to use their vehicle throughout most of continental Europe, the Mediterranean islands and the Republic of Ireland.

It is for customers who wish to ensure that in the event of a mechanical breakdown of the vehicle whilst abroad, their vehicle will be fixed at the roadside, recovered to a local garage for repair or repatriated to the territory if appropriate. It also provides cover for certain motor related legal expenses that you may incur as a result of an incident in those countries. You must have RAC Roadside to purchase this product.

The decision to take European Cover (including Motoring Legal Expenses Insurance) is entirely yours and therefore we cannot offer you a personal opinion or recommendation to take this product.

This is a summary of cover under RAC European Cover and is important information that you should read. It does not contain the full terms and conditions, which are contained in the remainder of this booklet. It must be read in conjunction with the RAC Terms of Membership which are provided as a separate booklet enclosed with your membership documents.

Type of insurance

This policy covers you in the event of mechanical breakdown of a vehicle, whilst you are using the vehicle in most of continental Europe, the Mediterranean islands and the Republic of Ireland and for certain motoring related legal expenses that you may incur as a result of an incident in those countries. You must have RAC Roadside cover to purchase this product.

The Insurer

European Cover (including Motoring Legal Expenses insurance) is underwritten by RAC Insurance Limited. Motoring Legal Expenses insurance is underwritten by RAC Insurance Limited and re-insured through Les Assurés Réunis ("LAR") of Brussels.

Significant Features and Benefits

Service in the territory

- Temporary replacement car on way to port (subject to availability and hirer's terms and conditions)
- Roadside assistance and recovery

Service whilst abroad

- Roadside assistance in applicable western European countries. These are: Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Republic of Ireland, San Marino, Spain, Sweden, Switzerland and off-shore islands of the above.
- Spare parts despatch
- Additional accommodation expenses
- Journey continuation or return home
- Replacement driver
- Accidental damage to or loss of tent
- Urgent message relay service
- Vehicle repatriation to the territory (except where impounded by Customs)
- Customs claims indemnity

Service after return home

- Collection of vehicle left abroad for repair
- Replacement car (up to £250 per claim)
- Motoring Legal Expenses insurance up to £50,000 worth of cover
- Loss of no claims bonus

Significant and unusual exclusions or limitations

- £2,500 overall claim limit per claim (see page 10)
- Up to 2 claims per year (see page 10)
- Costs of replacing tyres, keys, fuel etc, and other routine servicing costs (see page 15)
- Cost of window replacement (see page 15)
- Claims arising as a result of poor vehicle maintenance (see page 29)
- Animal transport or accommodation costs (see page 16)
- Additional supplements (see page 9) apply to:
 - towing a caravan or trailer
 - vehicle over 11 years or over
 - motor caravan or minibus (must be under 11 years old)

Duration of cover

European Cover is renewable annually with your RAC Membership. Cover purchased during your Membership year will run until your next Membership renewal date.

Your Right to Cancel

Subject to duration you may be entitled to cancel your European Cover within 14 days from the date you receive your policy documents and receive a refund. As this product is added to your RAC Terms of Membership, should you cancel your main RAC membership, your European Cover entitlement will also cease.

See section Your Right to Cancel on page 34 for more details on how to cancel and any costs or refunds that may apply.

Making a claim under European Cover

To use the breakdown service, please call the relevant number according to the country you are in:

For United Kingdom (incl. Northern Ireland)
0800 056 2048 (freephone)

Republic of Ireland
1800 535 005 (freephone)

France and Monaco
00 33 472 43 5244 from UK mobile (pay call) or

0800 942 044 from a landline phone within
France and Monaco (freephone)

Rest of Europe
00 33 472 43 5244 (pay call)

Numbers correct at time of printing.

For Motoring Legal Expenses claims, please write to:

RAC Legal Services,
Great Park Road,
Bradley Stoke,
BS32 4QN

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 services which we have provided to you, please contact us at the address indicated overleaf and we will work with you to resolve your complaint.

If you have any complaints about the level of service we have provided to you, please contact us at:

Customer Care,
RAC Motoring Services,
RAC House,
PO Box 200,
Walsall, WS5 4QZ

Freephone from the UK on: 0800 107 5861
or from Europe on 00 44 (0) 161 332 1040
Fax: 01922 746 528
Email: customeroperations@rac.co.uk

Please quote your membership number in any communication with RAC.

If you have any enquires relating to repatriation or claims associated with our European Service please contact us on 0870 5 49 33 20.

For enquiries or complaints relating to Motoring Legal Expenses Insurance, please write to:

RAC Legal Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

If, after following the above procedure, your complaint in respect of the insurance product has not been resolved to your satisfaction within eight weeks, or it is eight weeks since we received your complaint, you have the right to refer the matter to the Financial Ombudsman Service.

For the full complaints procedure please refer to page 13.

Are we covered by the Financial Services Compensation Scheme (FSCS)

Insurance is covered for 100% for the first £2,000 and 90% of the remainder of the claim, without any upper limit.

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are members of the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations you may be entitled to compensation from the scheme, depending on your type of insurance and circumstances of any claim. Further information about compensation scheme arrangements is available on the FSCS website, or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Obtaining assistance

When you need assistance, call the appropriate 24 hour Control Centre as shown on page 2. In France the Control Centres are manned by English speaking, multi-lingual incident managers.

State you are an RAC Member with European Cover and be ready to give the following information:

- your name
- your RAC membership number
- your location and telephone number
- your vehicle make, registration and colour
- your credit card details

Mobile and car phones

The regulations on the temporary importation and use of mobile and car phones vary from country to country. Please check with your service provider that your phone meets the requirements and necessary standards for the countries in which you are travelling.

Whilst convenient, mobile phones are expensive to use and you should note some service providers charge for calls to freephone numbers. It may also not be possible for an RAC Control Centre to return a call to a mobile or car phone, however where we are able to return your call, you may still have to pay the costs of the international call. Please note mobile phone calls are not covered under European Cover and RAC regrets it cannot reimburse any costs incurred. You are therefore recommended to use a conventional phone wherever possible.

In case of difficulty in reaching an emergency number or to check cost please contact your service provider, or use a conventional phone.

Breakdowns on continental motorways

If you break down on a continental motorway use the roadside emergency telephones. You cannot normally call RAC Control Centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. Please note that due to local legislation the RAC Control Centre is not able to send a breakdown recovery vehicle to your location.

In France the same procedure applies if you break down on a motorway service area.

You may have to pay labour and towing charges on the spot and an authorised tariff is normally applicable. However, this will only be to the recovery company's own depot in the case of any tow.

These items are covered by European Cover and you should obtain a receipt to claim a refund on your return home. If you are towed from a motorway, contact the RAC Control Centre as soon as you can, from the recovery company's depot if possible.

Welcome

European Cover is designed to offer you prompt and efficient help in the event of vehicle breakdown, road traffic accident, fire or theft, or illness of the only qualified driver.

This booklet describes what you are entitled to as an RAC Member with European Cover and how to use the service. It must be read in conjunction with our Terms of Membership, which are printed in a separate booklet enclosed with your membership documents.

Instead of individual benefit limits (with certain exceptions), you are covered to an overall limit of £2,500 per claim. You may make up to two claims against valid European Cover in a membership year and each claim must be for a separate journey.

Will you need to pay a supplement?

Please note: If you will be towing a caravan or trailer, which must be of a proprietary make, there will be an extra charge of £65. If your vehicle is 11 years or over when you travel abroad, there will be an extra charge of £100. Also a supplement of £340 must be paid to cover a motor caravan or minibus, which must be under 11 years old.

We regret cover is not available for motor caravans or minibuses aged 11 years and over.

You must tell us and pay appropriate supplement(s) before you travel. However, they are payable only once a year, regardless of how many times you travel abroad.

Please see our General Terms on page 29 to check your vehicle is eligible for cover.

To pay your supplement(s) please call 08705 722 722 with your credit/debit card details. You should also tell us your membership number and the make, model and registration number of the vehicle(s) affected.

Special rates and conditions apply to Members who have joined through an RAC Associated Club. If you are such a Member, contact your Club RAC membership secretary for details.

Important - please read

This booklet sets out in detail the benefits, conditions and how to obtain European Cover services. We recommend you familiarise yourself with details of the cover as soon as possible. You are particularly asked to read carefully the important information on pages 12-14. You must also keep relevant original receipts (not photocopies), as they will be needed for any claim. You may make up to two claims against valid European Cover during a membership year.

The information in this book was believed to be correct at June 2006 but may change without notice. Please check the current situation before you depart. The terms of your European Cover will not change.

European Cover

European Cover is for residents of the United Kingdom only (including Channel Islands and the Isle of Man) and covers eligible vehicles only - see condition 2 of the General terms and conditions on pages 29-31.

European Cover benefits and services are classed as general insurance under the Financial Services and Markets Act 2000, arranged by RAC Motoring Services (Company No: 1424399) and underwritten by RAC Insurance Ltd (Company No: 2355834). The registered office of RAC Motoring Services and RAC Insurance Limited is: 8 Surrey St, Norwich, NR1 3NG.

RAC Motoring Service (for insurance mediation activities only) and RAC Insurance Ltd are authorised and regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and the Financial Services Compensation Scheme.

Insurance policies underwritten by RAC Insurance Limited are governed by the laws of England.

£2,500 overall limit per claim

Within this overall sum there are no individual benefit limits except where stated. You may make up to two claims in a membership year.

Geographical limit

Cover is available for these countries:

Andorra
Austria
Belgium
Denmark
Finland
France
Germany
Gibraltar
Italy
Liechtenstein
Luxembourg
Monaco
Netherlands
Norway
Portugal
Republic of Ireland
San Marino
Spain
Sweden
Switzerland
and offshore islands of above

Summary of benefits

Service in the territory (pages 17-18)

- Section 1 Temporary replacement car on way to port
- Section 2 Roadside assistance & recovery

Service while abroad (pages 19-23)

- Section 3 Roadside assistance
- Section 4 Spare parts despatch
- Section 5 Additional accommodation expenses
- Section 6 Journey continuation or return home
- Section 7 Replacement driver
- Section 8 Accidental damage to or loss of tent
- Section 9 Urgent message relay service
- Section 10 Vehicle repatriation to the territory
- Section 11 Customs claims indemnity

Service after return home (pages 24-28)

- Section 12 Collection of vehicle left abroad for repair
- Section 13 Contribution to hire car up to £250
- Section 14 Loss of no claims bonus
- Section 15 Motoring Legal Expenses Insurance

Important Information

Your cover

This booklet is your RAC membership European Cover document. Please examine it together with your Terms of Membership to make sure you have the protection you need. It is important that you read your European Cover document together with your Terms of Membership to avoid misunderstanding. Please ensure you read your European Cover document in full before you travel and that you understand exactly what we will and will not pay for under each section.

Definition of words

Below are certain words that have been defined and wherever these words appear in your RAC membership European Cover booklet they will have the meaning set out below:

accident

means an accidental crash immobilising the insured vehicle.

breakdown

means where the insured vehicle is inoperative and/or has ceased to function as a whole. A component failure (e.g. air-conditioning failure) does not constitute a breakdown unless it causes the insured vehicle to cease to function as a whole. Breakdown does not include fire, theft or act of vandalism, or other incident normally covered by a policy of motor insurance.

claim

means a call for assistance under this policy.

European Cover

means your RAC membership European Cover as stated on your RAC membership card and set out in this booklet.

home

means the address where you live in the United Kingdom.

insured vehicle

means the vehicle in which you are undertaking a journey during the period of cover. The vehicle must meet the type, weight and size restrictions detailed in the General terms and conditions, condition 2, Eligible Vehicles.

journey

means a holiday or trip abroad in your insured vehicle which includes any or all of the countries covered by your RAC membership European Cover and which begins on departure from your home and ends on return to your home.

period of cover

means your current RAC membership year.

territory

means the United Kingdom, Guernsey, Jersey and Isle of Man.

the party/your party

means the total number of persons including you, travelling with you for the whole period of your journey.

United Kingdom

means England, Scotland, Wales and Northern Ireland.

we/our/us/RAC

means RAC Motoring Services (Reg'd No: 1424399) or RAC Insurance Ltd (Reg'd No: 2355834). Registered Office: 8 Surrey St, Norwich NR1 3NG.

you/your/insured person

means the person named on the valid RAC membership card which is being used for the journey and who is deemed to be acting on behalf of all members of the party.

Your European Cover is a contract between us and you. We agree to pay for any costs as set out in this European Cover booklet, which occur during the period of cover for which you have paid the appropriate fee.

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 that you did not receive the standard of service you expected. Should you have cause for complaint about any aspect of the services we have provided to you, please contact us at the relevant address indicated and we will work with you to resolve your complaint.

If you have any complaints about the level of service we have provided to you, please contact us at:

Customer Care
RAC Motoring Services
RAC House
PO BOX 200
Walsall
WS5 4QZ

Freephone from the UK on 0800 107 5861 or
from Europe on 00 44 (0) 161 332 1040
Fax: 01922 746 528
Email: customercareoperations@rac.co.uk

For Motoring Legal Expenses Insurance the address is detailed in section Conditions for Motoring Legal Expenses Insurance, condition 10 on page 28.

If you have any enquiries relating to repatriations or claims associated with our European Service, please contact us on 0870 549 3320.

We will deal promptly with your complaint. Unless we can satisfactorily resolve your complaint within 24 hours, we will send you an acknowledgment within five working days, along with a leaflet outlining our complaints procedure, while we investigate your complaint further.

If after following the above procedure, your complaint has not been resolved to your satisfaction within eight weeks, you have the right to refer the matter to the Financial Ombudsman Service (within six months) at the following address:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. Referral to the Financial Ombudsman Service must be made within six months of our final response and does not affect your right to take legal action against RAC Motoring Services and/or RAC Insurance Ltd.

Please quote your full name, membership number and vehicle registration in any communication.

Credit card requirement

Car hire companies insist on having valid credit card details at the time of booking and the card must be produced when collecting a hire car. Therefore, if a hire car is necessary for you to continue your journey, we will require your credit card details to arrange this. Please see section 1 - Replacement car and section 6 - Journey continuation. We will also require your credit card details if we arrange a service for you which is not covered by your policy or if it exceeds the European Cover limit.

Motorcycles

Motorcycles are covered on the same basis as other eligible vehicles. However, we regret it is not possible for us to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for you to transport your motorcycle.

Caravans and trailers

The supplement paid to include a caravan or trailer under European Cover is to cover our increased risk and costs. 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 a breakdown which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars so it may become necessary to repatriate a caravan or trailer together with the insured vehicle, if the insured vehicle cannot be repaired abroad by the return date.

Service providers

The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged and/or paid for under European Cover are not checked or approved by RAC. They do not act as agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for making sure any repairs to your insured vehicle are carried out to your satisfaction.

Motor insurance and vehicle warranty

European Cover does not replace motor vehicle insurance. We strongly recommend you tell your motor insurers before taking your insured vehicle abroad. If you do not, your insurance policy will only cover you for damage you might cause to other people or their property. This means that you will not be covered for damage to your vehicle, fire, theft etc. Your insurers will also need to know if you are towing a caravan or trailer. If your insured vehicle has a manufacturer's or other mechanical warranty, we will provide emergency assistance but you are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

What is not covered

European Cover does not cover:

- 1 costs for anything which was not caused by the incident, you are claiming for.
- 2 any vehicle used for motor racing, rallies or other competitive events, or persons taking part in these activities.
- 3 in the case of any European Cover benefits, any costs listed under 'We will not pay' and any other costs which are not expressly stated under 'We will pay'.
- 4 the full cost of any parts required to repair the insured vehicle and the cost of any garage labour or other costs in excess of European Cover limits. Please note these costs may be higher than in the UK.
- 5 loss caused by any delay whether the benefit of service is being provided by us or someone else (for example a garage, hotel, car hire company, carrier, etc).

Note: If your insured vehicle has to be repatriated you should check with your insurers that it will be covered in transit for loss or damage and the contents are also covered. This policy will not cover these items during transit.

- 6 any incident affecting a vehicle hired under the terms of European Cover.
 - 7 routine servicing of your insured vehicle, replacing tyres, replacing windows, replacement of missing* or broken keys, running out of fuel. We may be able to arrange for the provision of these services but you must pay for any costs incurred.
- *Keys which are locked inside an insured vehicle are covered and we can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at your risk and you must pay for any costs incurred.
- 8 any costs which are covered by your insured vehicle's warranty.

- 9 any claim caused directly or indirectly by:
 - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from nuclear equipment
 - your property being held, taken, destroyed or damaged under the order of any Government or other Authority – pressure waves caused by aircraft or other flying machines travelling at sonic or super sonic speeds
 - war, hostilities (whether war be declared or not), terrorist activity, military or usurped power, civil unrest, revolution or any similar event.
- 10 any claim caused directly or indirectly by the overloading of your insured vehicle and/or any specified caravan or trailer included in your European Cover.
- 11 any goods/vehicles/boats in or on your insured vehicle and/or caravan or trailer. You are responsible for the care of these items at all times.
- 12 any claim as a result of vehicle breakdown due to:
 - running out of oil or water
 - frost damage
 - rust or corrosion
 - tyres which are not roadworthy
 - using the incorrect fuel
- 13 any claim caused directly or indirectly by the Insured Person being effected by intoxicating liquors or drugs.
- 14 any claim where your insured vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence.

What is not covered (cont.)

- 15 any claim which you could make under any other insurance. If the value of your claim is more than the amount you can get from your other insurance we may pay the difference. If we do make a payment it will not be more than the appropriate benefit limit.
- 16 any claim if your insured vehicle is being repatriated and Customs in any country find its contents are breaking the law of that country.
- 17 the cost of any transportation, accommodation or care of any animal.

Note. We cannot guarantee that we can arrange transport for 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.

Service at home and abroad Service in the territory

Section 1 Temporary replacement car

We will pay:

Cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary:

- to carry out the planned journey if as a result of an accident, fire or theft within 7 days of your declared departure the insured vehicle cannot be repaired or recovered (in the case of theft) in time for the journey, or
- to complete the planned journey if your insured vehicle breaks down on the way to the port of departure and RAC confirms it cannot be repaired the same day.

We will not pay:

Fuel and oil costs, personal insurance or any other extra costs.

Important self-drive car hire information:

We will normally try to arrange a hire car equivalent to, but not necessarily the same as, your insured 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 European Cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year. You must present your driving licence to the hire company and in the case of a photocard licence it must be accompanied by the paper counterpart.

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. If you leave a hire car at a different location to the one arranged by the Control Centre you must pay any collection charge which may be made.

Please note: 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 or automatic gearbox and cannot guarantee the hire of mini buses or vans. European Cover does not extend cover to a car hired under the terms of European Cover.

Section 2

Roadside assistance and recovery

We will pay:

On the outward journey from home to the departure port and on the inward journey from the arrival port to home, if you are stranded on a public highway through breakdown of the insured vehicle:

- assistance from RAC Patrol or garage/repair service to repair your insured vehicle at the roadside if possible or tow to a local garage.

Note: Following an accident, fire, theft, vandalism, or other incident normally covered by a motor insurance policy, we will provide assistance at the roadside. However, you will be liable for the cost of any towing which is then necessary for removal of the insured vehicle.

- if Your Insured Vehicle cannot be repaired within a reasonable time, we will pay for either a recovery service to return Your Insured Vehicle and up to eight persons to your home or for a nominated repairer in the Territory. If We recover Your Insured Vehicle and there were more than five people travelling in it, we may use two separate vehicles for the recovery. An adult must accompany any children.

We will not pay:

The cost of any parts used for roadside repairs or the cost of any garage repairs, including labour.

Costs covered by the insured vehicle's warranty.

Towing costs for the removal of the insured vehicle following an accident, fire, theft, vandalism or other incident normally covered by a motor insurance policy.

Service while abroad

Section 3

Roadside assistance

Procedure in the event of breakdown on a motorway abroad.

If you break down on a motorway, use the roadside emergency telephones. You cannot normally call RAC Continental Control Centres. You will be connected to the police or authorised motorway service, who will send a breakdown/recovery vehicle to you.

In France the same procedure applies if you break down on a motorway service area. If you are towed from a motorway it will normally be to the recovery company's depot. Contact the RAC Control Centre as soon as you can, from the recovery company's depot if possible. The Control Centre telephone number is on the inside front cover.

Note: You may have to pay labour and towing charges on the spot and an authorised tariff is normally applicable. However, this will only be to the recovery company's own depot in the case of any tow. These items are covered by European Cover and you should obtain a receipt to claim a refund on your return home.

We will pay:

- 1 Attendance of local breakdown service or garage to repair the insured vehicle at the roadside if possible, or tow it from the place of breakdown or accident to the nearest local repairer where you may arrange and instruct repairs.

- 2 In the event of breakdown:
 - a limited contribution up to £150 towards labour charges, if the local repairer is able to effect repairs necessary to enable the insured vehicle to continue the journey on the date of the breakdown, or
 - inspection fees to confirm that the insured vehicle cannot be repaired by your return travel date.
- 3 Storage charges for the insured vehicle while awaiting repair or repatriation.

We will not pay:

- 1 Repair costs, including labour, if the insured vehicle was in an accident, damaged by fire or stolen, or if it is uneconomical to repair.
- 2 The cost of parts used for roadside or garage repairs.
- 3 The cost of any repairs not directly necessary to enable the insured vehicle to continue the journey on the date of the breakdown.
- 4 Costs covered by the insured vehicle's warranty.

Section 4

Spare parts despatch

We will pay:

Freight, handling and ancillary charges for despatch of spare part(s) necessary to complete repairs to the insured vehicle but which are not obtainable locally. The fare for one person to collect part(s) from the appropriate railway station or airport.

We will not pay:

The cost of parts themselves, which must be paid on receipt. When telephoning the 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.

Any despatch costs for parts that are not necessary to complete repairs to the insured vehicle.

Section 5

Additional accommodation expenses

We will pay:

A contribution of up to £35 per person per day towards necessary additional (not alternative) accommodation expenses for room only while you wait for your insured vehicle to be repaired, providing the appropriate RAC Control Centre can confirm repairs to the insured vehicle will take more than 12 hours, or if it is to be repatriated to the territory. You should make your own hotel arrangements, but in France or Monaco only you may request assistance from the RAC Control Centre in Lyon.

We will not pay:

The costs of meals or any other extra costs.

We reserve the right to limit or refuse any 'Additional accommodation expenses' if your insured vehicle is a motor home or caravan designed or modified to be used as accommodation and in our opinion can still be used as such.

Section 6

Journey continuation or return home

This benefit is not available at the same time as Section 5 'Additional accommodation expenses'.

We will pay:

A contribution to travel expenses to continue the planned journey during the period your insured vehicle is not roadworthy or to return home by direct route, if the appropriate RAC Control Centre can confirm repairs to your insured vehicle will take more than 12 hours, or if it is to be repatriated to the territory.

Expenses can comprise up to 14 days self-drive car hire including collision damage waiver (see CDW note in 'Important self-drive hire car information below) and replacement Green Card as necessary, or second/ standard class rail, or a combination of both.

Arrangements for self-drive car hire under this Section 6 must be made by the appropriate RAC Control Centre.

This benefit is also available if your insured vehicle is stolen and not recovered within 24 hours.

In this event a police report must be obtained. However, this benefit will cease if and when your insured vehicle is recovered in a roadworthy condition.

Where it is estimated repairs will take only a few days, We will only pay for Your Party staying and claiming additional accommodation until repairs are completed. If repairs will take longer, a self-drive hire car or other transportation will be arranged to get Your Party to Your destination. When Your Insured Vehicle is repaired or recovered in a roadworthy condition the cost of a self-drive hire car or other transportation for one person is covered to return to collect it. The RAC control centre, after consultation with You, will decide the best option.

We will not pay:

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

The cost of any car hire beyond the period agreed with the appropriate RAC Control Centre. The cost of any car hire not arranged by the appropriate RAC Control Centre.

Any car hire expenses after your insured 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 services you used at the same time as Section 5 – Additional accommodation expenses.

Important self-drive hire car information

We will normally try to arrange a hire car equivalent to, but not necessarily the same as your insured 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 policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). You must present your driving licence to the hire company and in the case of a photocard licence it must be accompanied by the paper counterpart.

Your valid credit card details will also be required and the card must be produced as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. If you leave a hire car at a different location to the one arranged by the Control Centre you must pay any collection charge which may be made.

Collision Damage Waiver (CDW). Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period you could be liable for the first portion of the cost, which is likely to be over £150, and have your credit card charged. The amount could be much higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece 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.

Please note: 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 or automatic gearbox and cannot guarantee the hire of minibuses or vans.

Section 7 Replacement driver

We will pay:

Cost of providing a replacement driver to drive your insured vehicle and the party to your destination or return 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.

Any expenses which you or your party would have had to pay.

Section 8 Accidental damage to or loss of tent

We will pay:

Up to £35 per person per day contribution to accommodation expenses 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 obtain a police report within 24 hours.

We will not pay:

The cost of meals or any other extra costs.

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 obtain a police report within 24 hours.

Section 9

Urgent message relay service

We will pay:

Cost of relaying urgent messages from the appropriate RAC Control Centre to your immediate relatives or close business associates if the insured vehicle cannot be driven because of breakdown, accident or fire or it is stolen.

We will not pay:

Cost of relaying any urgent message not arranged through the appropriate RAC Control Centre. The cost of non-urgent messages or messages to persons not described under 'We will pay'.

Section 10

Vehicle repatriation to the territory

We will pay:

The cost of taking the insured vehicle by road transporter from the garage abroad to your home or chosen territory repairer for repair in the territory, if the appropriate RAC Control Centre can confirm with the garage that repairs cannot be completed by your planned return date to the United Kingdom and providing the cost is not more than the UK market value* of your insured vehicle. Please also note that we will pay only up to the overall claim limit for the journey. You will be liable for any costs in excess of the overall claim limit and your credit card account will be charged.

If the insured vehicle is declared a 'write-off' by the vehicle's insurers, we will pay the cost of packing and freighting baggage.

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

*UK market value as per Glasses Guide.

We will not pay:

Claims for any repatriation not authorised by the appropriate RAC Control Centre. The cost of repatriation if this is more than the UK market value of your insured vehicle. The cost of repatriation if your insured vehicle is roadworthy.

Any costs in excess of the overall claim limit.

If the insured vehicle has been fitted with a roof box or bicycle rack, you must remove and place it inside the insured vehicle. The roof box keys need to be left with your car keys in the event that Customs and Excise require access.

Important: If you are making a claim against your motor insurance in the event of an accident, fire, theft or break-in we require their agreement before repatriating your insured vehicle. We also reserve the right to negotiate with them to reclaim costs incurred.

Section 11

Customs claims indemnity

We will pay:

Continental or Irish Customs claims for duty (a) if the insured 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 (b) it is stolen abroad during the journey and not recovered. RAC will deal with necessary Customs formalities. To arrange, please call RAC European Support, 0870 5 49 33 20 Monday-Friday 9am-5pm.

We will not pay:

Any import duties not relating to the insured vehicle.

Service after return home

Section 12

Collection of vehicle left abroad for repair

We will pay:

The following costs for one person to collect your insured vehicle, repaired abroad after breakdown.

- Standard/second class rail fare plus other public transport fares which are necessary to reach place of collection.
- Additional homeward cross-Channel ferry fare for repaired vehicle and one person (calculated by taking the actual fare less the value of any unused homeward portion of your original cross-Channel ticket).
- Up to £35 per night for single room hotel accommodation necessary to complete the round trip – limited to room only.

We will not pay:

First class rail fares, the cost of any meals, costs for more than one person.

Note: The appropriate RAC Control Centre will make the sole decision whether your insured vehicle should be repaired abroad for you (or someone nominated by you) to return and collect. When you are advised the vehicle is repaired and ready for collection you must immediately notify RAC European Support. Call 0870 5 49 33 20, Monday-Friday 9am-5pm.

Section 13

Contribution to hire car up to £250

We will pay:

Up to £250 for self-drive car hire, including collision damage waiver, whilst you are awaiting the repatriation of your insured vehicle from abroad under the terms of European Cover.

We will not pay:

Fuel, oil, personal insurance and any other extra costs. Self-drive car hire after your insured vehicle is returned to your chosen territory address. Cost of self-drive car hire if you or a person chosen by you is collecting your insured vehicle from abroad after repair. Any cost over £250.

Section 14

Loss of no claims bonus

We will pay:

Compensation for the amount of no claims bonus you lose on your motor policy due to an accident(s) abroad in the insured vehicle during your period of cover.

Compensation is payable at the renewal date of the motor policy after expiry of your period of cover. You must provide written confirmation of the amount and that no third party action is being taken to recover the loss of your no claims bonus. To claim, please call RAC European Support, 0870 5 49 33 20 Monday-Friday 9am-5pm.

We will not pay:

Any amount if third party action is being taken to recover the loss of your no claims bonus. Subsequent reductions in no claims bonus and any loading of the premium.

Section 15

Motoring Legal Expenses Insurance

This section of European Cover gives up to £50,000 worth of cover and is underwritten by RAC Insurance Limited (Company No. 2355834) acting through RAC Legal Services (and re-insured through Les Assurés Réunis (LAR) of Brussels).

You will be covered when travelling in your insured vehicle from the UK, Guernsey, Jersey and Isle of Man. This includes the journeys both from and to your home provided that these fall within the period of cover. RAC also covers the insured vehicle on board a ferry, Euro tunnel, a hovercraft, catamaran or motorail service.

The full terms of the Motoring Legal Expenses Insurance are set out below.

Definitions

The following definitions apply only to this section of European Cover. The definitions on [page 13-14](#) of this European Cover booklet may apply where appropriate.

'insured event'

means a road traffic accident or incident or series of incidents which give rise to a motoring prosecution occurring during the period of cover.

'LAR'

means Les Assurés Réunis of 222 Avenue Louise, 1050 Bruxelles, Belgium.

'legal costs'

means the reasonable and properly incurred fees, expenses, costs and disbursements by or on behalf of you and authorised by Us/LAR in pursuing or defending a claim under this section of the European Cover, and

The costs of a third party for which you are held liable by court order or which are agreed by Us/LAR and which are incurred in connection with legal proceedings covered under this section of European Cover.

'legal proceedings'

means the pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the territory, in respect of a matter covered under European Cover, and

The defence of a motoring prosecution within a court of criminal jurisdiction in the territory.

'legal representative'

means the solicitors or other qualified experts appointed by Us/LAR to act for you in accordance with condition 2 of this section of European Cover provided that such solicitors or experts satisfy the following conditions:

- they agree to fund all disbursements and do not claim for them until the end of the case, and
- they agree not to submit any claim for legal costs until the end of the case and to try to recover all legal costs from the other party in the action, and
- they agree to report in writing to RAC on any substantive development in the progress of the case.

'limit of cover'

means £50,000 overall.

'RAC'/'us'/'we'

means RAC Insurance Limited of 8 Surrey St, Norwich NR1 3NG acting through RAC Legal Services (part of RAC Motoring Services).

'road traffic accident'

means an accident in the territory involving the insured vehicle occurring during the period of cover on a public highway or a private road or a car park to which the public has an uninterrupted right of access, for which you are not at fault and another party is at fault.

'territory'

means all European Cover countries listed on [page 10](#) of this European Cover booklet.

'uninsured losses'

means loss arising out of a road traffic accident which is not otherwise covered by insurance and either damage occurs to the insured vehicle or any personal effects owned by you whilst they are in or on the insured vehicle or you suffer death or bodily injury whilst in or getting into or out of the insured vehicle.

What is covered

- 1 RAC will provide you with initial legal advice following an insured event.
- 2 RAC/LAR will indemnify you up to the limit of cover against the legal costs of:
 - the pursuit of a claim for uninsured losses directly arising from a road traffic accident, and/or
 - the defence of a motoring prosecution brought against you in connection with criminal proceedings involving the insured vehicle.
- 3 Your reasonable costs of travelling abroad for any necessary medical examination or court appearance. RAC will pay up to £1,000 per accident.

What is not covered

- 1 Claims for uninsured losses of a value of £250 or less.
- 2 Appeals unless you have notified RAC/LAR in writing of your wish to appeal at least ten working days before the deadline for any such appeal and the written approval of RAC/LAR has been obtained.
- 3 Claims (including appeals) which, in the reasonable opinion of RAC/LAR, do not have a reasonable chance of success or, in the case of a claim for uninsured losses, where in the reasonable opinion of RAC/LAR, there is not a reasonable chance of successfully recovering a substantial proportion of damages which may be awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
- 4 Legal Costs:
 - incurred before RAC/LAR have confirmed acceptance of the claim in writing
 - exceeding any amount approved by RAC/LAR
 - incurred following a payment into court by a third party unless RAC/LAR have authorised you in writing to continue with the claim after the payment into court or you are ultimately awarded or settle for more than the amount of the payment
 - incurred if you withdraw instructions from the legal representative or from the legal proceedings unless such withdrawal is approved by RAC/LAR
 - for any expert witness unless previously agreed by RAC/LAR,where you are responsible for unreasonable delay which is prejudicial to the claim or where you fail to give proper instructions in due time to RAC/LAR or the legal representative
 - where you pursue a claim without the consent of RAC/LAR or in a different manner from that advised by the legal representative.

- 5 Claims against us or any company or subsidiary of RAC plc or claims by you against any other person covered under your RAC membership European Cover.
- 6 Claims relating to matters for which you would, but for the existence of your RAC membership European Cover, be entitled to indemnity under any other policy.
- 7 Claims directly, or indirectly, caused by, contributed to or arising from:
 - prosecutions of an insured person which allege dishonesty or violence or which arise from drink or drugs related offences or parking offences
 - any deliberate illegal act or omission by you or any act which is false or fraudulent in any way
 - faults in the insured vehicle or faulty incomplete or incorrect service, maintenance or repair of the insured vehicle
 - a road traffic accident occurring during your participation in a race, rally or competition.
- 8 Claims for travelling expenses, subsistence allowances or compensation for absence from work, except that we will pay reasonable costs for you to travel abroad for a medical examination or a court hearing if this becomes necessary, up to £50 per person per day. This is subject to a maximum of £1,000 per accident.
- 9 Legal costs, fines or other penalties which a court of criminal jurisdiction orders you to pay.

Important

On the continent documentation for claims is essential and you must obtain receipts for all items for which you wish to claim.

Conditions for Motoring Legal Expenses Insurance

- 1 To make a claim you must notify RAC of the claim in writing as soon as reasonably possible and in any event within 180 days of the insured event leading to the claim.
- 2 On receipt of a claim under this Section of European Cover RAC/LAR will evaluate the claim, advise on the steps you should take to pursue the claim and, where appropriate, appoint a legal representative from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, you do not have to continue to instruct the legal representative nominated by RAC/LAR and may propose another legal representative.

- 3 During the course of the claim you must:
 - co-operate at all times in the completion of any necessary documentation or provision of information requested either by RAC/LAR or by the legal representative
 - not do anything which may prejudice your case or RAC's position in respect of the claim
 - take all available steps to recover the legal costs in the legal proceedings
 - notify RAC of any settlement offer made before accepting it.
- 4 During the course of the claim RAC and LAR will have the right of direct access to the legal representative.
- 5 RAC shall not provide cover under this Section of European Cover if you make a false declaration when applying for cover.
- 6 You shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Section of European Cover.

- 7 You shall take all reasonable steps to mitigate the losses that flow from a road traffic accident.
- 8 RAC may take over and conduct the claim and may settle the claim in your name, for example where RAC is unable to contact you. RAC will take all reasonable steps to protect your interest.
- 9 Every written notice or communication by RAC shall be sent to you at the last address known to RAC Legal Services.
- 10 An enquiry or complaint about the terms of this Section of European Cover may be made to RAC Legal Services at Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

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 procedure, while we investigate your complaint further.

If you are not satisfied with the way in which such a complaint is dealt, you should write to the Director at RAC Legal Services.

If, after following the above procedure, your complaint has not been resolved to your satisfaction within eight weeks, or it is eight weeks since we received your complaint, you have the right to refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. Referral to the Financial Ombudsman does not affect your right to take legal action against RAC Insurance Limited and/or RAC Motoring Services.

Please quote your membership number in any communication.

General terms and conditions

- 1 Period of cover: European Cover is valid during your current membership year for which you have paid the required fee. You may make as many journeys as you wish during the period of cover but each journey is limited to 90 days maximum. You may make a maximum of two claims, each of which must be for a separate journey. Cover for Section 1 Temporary replacement car, will start 7 days before each booked journey within the period of cover. Cover for the other sections starts on your departure from home or arrival abroad as appropriate.
- 2 Eligible vehicles: An insured vehicle must be one of the following and must be permanently registered in the territory as a private vehicle: 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. A supplement must be paid to cover a motor caravan or minibus.

The insured vehicle must also:

- be under 11 years old at the start of the journey;
- have a maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
- have maximum overall dimensions of: length 7m; height 3m; width 2.25m (all including any load carried);

Cars, motorcycles 121cc or over, estate cars, MPV's or 4 x 4 sport utility vehicles which are aged 11 years and over may be covered on payment of an extra fee.

European Cover does not cover motor caravans, minibuses and light vans which are aged 11 years and over.

An insured vehicle can only be covered if it is being used for a journey and returning to the territory within the period of cover.

Caravans and baggage or boat trailers of proprietary make not over 3,500kg (3.5 tonnes) Gross Vehicle Mass are covered, subject to payment of an extra fee. They must also carry a roadworthy spare wheel and tyre. Caravans and trailers must not be more than overall dimensions as follows: length including tow bar 7m; height 3m; width 2.25m.

- 3 Maximum number of persons: The insured vehicle must not carry more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). However, 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.

Note: Your cover will not be valid if you carry within the insured vehicle more persons than the seating capacity stated in the insured vehicle's Vehicle Registration Document.

- 4 Eligible persons: You must be permanently resident in the territory.
- 5 Vehicle condition:
 - The insured vehicle must be roadworthy and in good mechanical condition at least 7 days before any booked journey within your period of cover. You must also make sure it is serviced as the manufacturer recommends.
 - You must make sure the insured vehicle (including any caravan/trailer you wish to cover) meets all the laws of the countries you visit. This includes particularly weight limits for towing. If you do not comply with these laws we can refuse to provide service.
- 6 Expenses claims: You must retain all original receipts or bills for items of expense that you wish to claim back from us under the policy. We may not repay your expenses unless you can provide original receipts or bills.

7 Authority for repatriation or repair:

- If your insured vehicle is not able to be driven due to an 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 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 any costs we may have incurred.
- It is our decision alone whether to repatriate or repair locally an insured 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.

8 Non-repatriated vehicles: Repatriation will not be available if the United Kingdom market value of your insured vehicle is less than the cost of repatriation.

9 Policy supplements: Where charged, supplements for caravans, baggage or boat trailers and certain motor vehicles are to cover our increased risk and costs.

10 Repair costs: You must pay for the cost of all parts, plus garage labour or other costs in excess of your European Cover limits. Please note that these costs may be higher than in the UK.

11 Repayment of Credit: You must pay back to us on demand (a) any costs we have paid for which you are not covered under European Cover (b) the cost of any spare parts supplied.

We reserve the right to charge these costs to your credit card account if necessary.

12 Car Hire: We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with any pre-booked ferry or train etc. You may need to collect a hired vehicle from the nearest available place of supply.

13 Spares Despatch: After you have asked the appropriate RAC Control Centre to despatch parts you are responsible for paying for them in full, even if you later obtain them locally. We will arrange to despatch 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.

Please note that we cannot guarantee the availability of spare part(s), especially for older vehicles, for which parts may be impossible to locate.

14 Taxi Arrangements: On occasion you may be asked by the RAC European Control Centre to make your own taxi arrangements. In this instance, you should obtain a receipt and send it to us to claim a refund after you have returned home.

15 General:

- We will not be responsible for any unforeseeable losses; losses that were not caused by our negligence, or for any business losses. This does not apply to any claim you may have for death or personal injury. Nothing in this condition will affect the statutory rights you have regarding faulty or misdescribed products and services or any failure by us in providing our services.
- We do not guarantee the provision of any of the benefits under European Cover, 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.
- Benefits under your policy may be refused if you or any of your party behaves in a threatening or abusive way to any persons providing services under European Cover.

16 European Cover wording: The precise terms of European Cover are set out in this European Cover booklet. If there is any dispute the European Cover booklet will apply.

17 Law applicable to European Cover (including Motoring Legal Expenses Insurance): All claims will be governed by the laws of England and Wales. Any legal disputes will be heard in an English/Welsh Court.

Making a claim

When providing assistance we make every effort to meet on your behalf all costs within the claim limit. 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.

All claims must be made on an RAC claim form and are subject to the claims procedure and conditions detailed in this Making a claim section of your European Cover.

If you have paid any cost which you believe is covered under European Cover, please telephone us for a claim form immediately on your return home. State you wish to claim under European Cover and quote your RAC membership number. When returning your completed claim form you should enclose relevant original receipts (not photocopies). The claim form should be received by us no later than one month after your return to the United Kingdom.

RAC European Cover claims, except for Motoring Legal Expenses Insurance, are handled by:

Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall WS5 4QZ.

Telephone from UK: 0800 107 5861
Telephone from Europe: 00 44 (0) 161 332 1040
Fax: 01922 746 528

Motoring Legal Expenses Insurance claims should be addressed to:

RAC Legal Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

See page 25-28 for details.

Conditions for payment of claims

Payment of claims depends on you complying with the following conditions for all sections of European Cover.

- 1 You must be a resident of the territory
- 2 You must make any claim in writing on an RAC claim form which must be received by us no later than one month after you return to the territory. Claims which are not on an RAC claim form will not be accepted.
- 3 If we pay out money for you under European Cover we can take over your right to get that money back. You must co-operate with us as much as possible to enable us to do this.
- 4 You must do all you can to prevent accident, injury, loss or damage, as if you were not covered under European Cover.
- 5 You must forward to us any writ, summons, legal document or other communication about the claim as soon as you receive them.
- 6 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 certificate(s) and details of your household insurance if necessary.
- 7 You must not admit liability or offer or promise payment without our written permission.
- 8 You warrant that your insured vehicle is roadworthy and in good mechanical condition when you apply for European Cover and you will keep it in that condition.
- 9 If any claim is found to be fraudulent in any way your European Cover will be cancelled immediately and all claims forfeited.
- 10 Exchange rates used are those valid at the date your claim is assessed by us.

Who we are

RAC Motoring Services and/or RAC Insurance Limited (Reg'd Office: 8 Surrey St, Norwich NR1 3NG Reg'd Nos: 01424399 and 02355834)

Who regulates us

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme.

Ownership

RAC Motoring Services owns 50% of RAC Insurance Limited. Both companies are subsidiaries of Aviva plc.

The name, address and statutory status of RAC Motoring Services and RAC Insurance Limited can be checked by visiting the Financial Services Authority register on the FSA's website or by contacting FSA on 0845 6060 1234.

RAC is contractually obliged to sell the European Cover underwritten by RAC Insurance Limited only.

Insurance policies underwritten by RAC Insurance Limited are governed by the laws of England.

For the purpose of insurance regulation, the home state of this policy will be the United Kingdom.

Your Right to Cancel

1. You are entitled to cancel your European Cover within 14 days following the date of your European Cover commencement (or renewal) date, or the date you received your European Cover booklet, whichever happens later.
2. As this product is added to your RAC Terms of Membership, should you cancel your RAC Terms of Membership, your European Cover entitlement will also cease. However, if you cancel your European Cover, your RAC Term of Membership can still remain.
3. Where RAC Terms of Membership and European Cover is cancelled within 14 days, the following will apply:
 - if no claim has been made, a full refund will be given
 - if a claim has been made no refund will be given
4. Where only European Cover is cancelled within 14 days the following will apply:
 - if no claim has been made, a full refund of the European Cover premium is given
 - if a claim has been made under European Cover, no refund will be given
5. Cancellations can be made by calling 08705 722 722 or by writing to the following address:

RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
B32 4ZZ
6. For cancellations that are made after 14 days, no refunds will be given.

Data Protection Statement

For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is RAC Motoring Services (RACMS), (Company No: 1424399), 8 Surrey St, Norwich NR1 3NG.

RACMS will share the information you provide, together with other information, with other members of the Aviva plc group. We (RACMS and other Aviva group companies) will use this for administration, marketing, customer services and profiling your purchasing preferences. We will disclose your information to our service providers and agents for these purposes. We may keep your information for a reasonable period to contact you about our services.

We may transfer your information outside of the European Economic Area, for example to Asia. We will only do this where it is necessary for the conclusion, or performance of a contract between us, or that we enter into at your request, in your interest, or for administrative, or our own marketing purposes.

When you have given us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner previously described and to receive on their behalf any data protection notice.

You have the right to ask for a copy of your information (for which we charge a small fee) and correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

Informing you about products and services

We offer motoring and travel related products such as breakdown services, hotel bookings and vehicle inspections, sales and leasing.

We also offer financial products such as Insurance, loans and credit cards. We may also share your information with our business partners. If you have indicated your agreement we, or they, may contact you by mail, telephone, fax, email, or SMS/MMS to let you know about goods, services or promotions which may be of interest to you. If you decide you do not wish to receive such information in these ways, please inform us, but remember that this will prevent you from receiving our special offers or promotions.

To contact us, write to us at:

RAC Motoring Services
Customer Services
Department (DP)
FREEPOST 186
PO Box 408
Bristol
BS99 7BR
[Sensitive Data](#)

If you have given us consent to use your sensitive personal data e.g. if appropriate, health data for your registration under the Motability Scheme, it will only be processed in order to provide the service requested.

Motoring in Europe

For information and advice on travelling abroad, including details on motoring accessories legal requirements for each country visit our website at:
www.rac.co.uk/travelservices/european_advisor

Plan your pan-European routes and UK street level routes with RAC Route Planner. It's more than your average plan! Your printed route includes a summary map and you can choose to print all your turn-by-turn directions with local maps. Try it now!
Visit www.rac.co.uk/routeplanner

