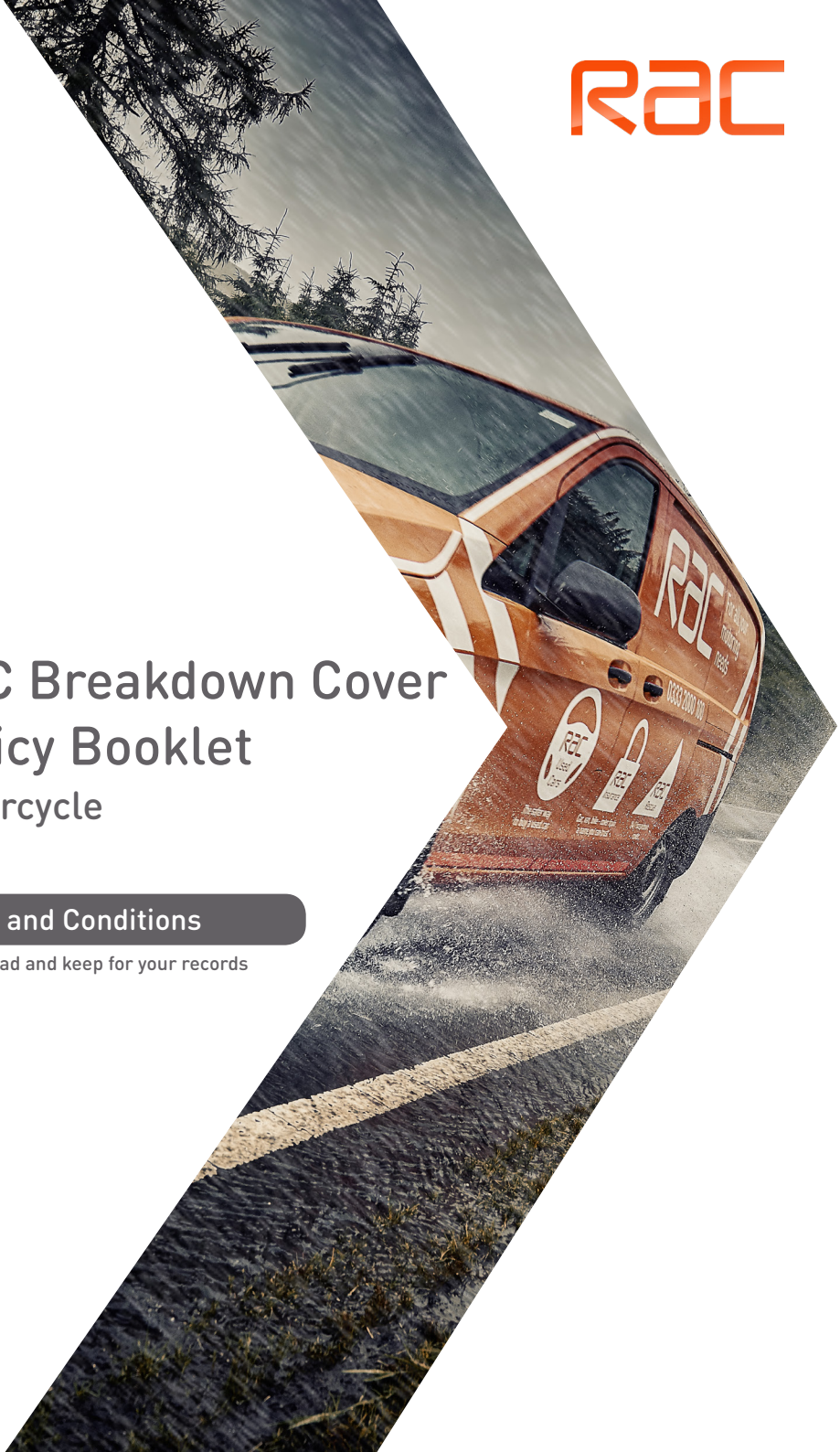




RAC Breakdown Cover Policy Booklet Motorcycle

Terms and Conditions

Please read and keep for your records



Contact information

	Telephone	In Writing
Breakdown	0330 159 8760	
Breakdown in Europe		
Calling from Europe	00 33 472 43 52 55*	
Calling from a French Landline (freephone)	0800 290 112	
Calling from the Republic of Ireland (freephone)	1 800 535 005	
Bringing your Motorcycle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests		europeanclaims@rac.co.uk
From the UK	0330 159 0337	
From Europe	0044 161 332 1040*	www.rac.co.uk/ europeanclaimform
Customer Services	Please refer to your broker	
Hearing assistance	Telephone prefix 18001 to access Typetalk or text us on 07855 828282	

*Please replace the 00 at the beginning with 810 when in Belarus or Russia.

Telephone charges

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

In the UK: Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

In Europe: Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

If your motorcycle breaks down, please provide us with

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

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

Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.

We will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

Breakdown or involved in a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as **we** cannot send assistance. If the **motorcycle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

We will **reimburse** these charges as long as the **motorcycle** is towed to the recovery company's depot. This may also apply to other roads, so **we** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **us**.

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Your terms and conditions

Definition of words

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

“beyond economical repair” means where the total cost required to repair the **motorcycle**, including any taxes, is greater than the market value of the **motorcycle**. If the **motorcycle** has broken down or has been involved in a road traffic collision in Europe, the total cost required to repair the **motorcycle** will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the **breakdown** or road traffic collision has occurred;

“breakdown”/“breaks down”/“broken down” means an event during the **policy year**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **rider induced fault**, or any key related issue other than keys locked in **your motorcycle**;

“broker” means the insurance agent/broker who **you** purchased this RAC Breakdown Cover from and whose contact details are shown on **your policy schedule**;

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

“end date” means the date that this RAC Breakdown Cover expires as shown on **your policy schedule**;

“Europe” means the mainland countries of 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, Kosovo, 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 Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

“home” means the address in the UK where **you** live permanently, as shown on **your policy schedule**;

“journey” means a trip to Europe which begins and ends on return from home during the **policy year**;

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

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

“motorcycle” means the UK registered **motorcycle** as shown on **your policy schedule** and that is a mechanically propelled vehicle, not being an invalid carriage, with less than four wheels and the weight of which unladen does not exceed 410 kilograms. **Motorcycles** under 49cc are not covered.

“passengers” means the **rider** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling on the **motorcycle**;

“planned departure date” means the date when **you** intend to begin **your journey**. We may ask for proof of this;

“policy year” means the 12 month period from the start date of **your RAC Breakdown Cover**;

“RAC”/“we”/“us”/“our”

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

“RAC Breakdown Cover” means this RAC Breakdown policy that is subject to the terms and conditions together with the **policy schedule**;

“reimburse”/“reimbursement” means reimbursement by RAC under the reimbursement process;

“rider”/“their”/“they” means **you** or any rider of a **motorcycle** at the time a **breakdown** occurs who is authorised to be riding the **motorcycle** and is permanently resident in the UK;

“rider induced fault” means any fault caused by actions or omissions of the rider of the **motorcycle**, except running out of fuel and battery failure;

“road traffic collision” means

1. for the purpose of Section E only, a traffic collision in Europe that immobilises the motorcycle; and
2. for all other sections, means a traffic collision involving a motorcycle within the UK;

“sidecar”/“trailer” means any sidecar or trailer attached to the motorcycle at the time of the breakdown;

“policy schedule” means the document entitled “policy schedule” containing important details about this RAC Breakdown Cover and levels of cover;

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

“start date” means the date that this RAC Breakdown Cover begins, or renews;

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

“you”/“your” means the person taking out the RAC Breakdown Cover as named on the policy schedule.

Important information about your RAC Breakdown Cover

- This RAC Breakdown Cover is intended to offer services relating to the breakdown of motorcycles. Based on the information provided this RAC Breakdown Cover meets the demands and needs of those who wish to ensure the risk of the breakdown of motorcycles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of motorcycles are met.
- Some sections of cover are optional. The ones you have chosen are listed on your policy schedule. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions.
- All requests for service must be made directly to us.

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts of insurance between you and the insurers - depending on the type of cover:
 - a) RAC Motoring Services provides insurance for Sections A, B and C; and
 - b) RAC Insurance Limited provides insurance for all other Sections.

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

2. A policy schedule- detailing the type of cover you have, the level of cover chosen, and the cost of cover. The policy schedule will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by your broker following purchase.

Policy type

This RAC Breakdown Cover covers the motorcycle shown on your policy schedule and if registered at your home address. The motorcycle is covered whoever is riding.

Policy Year

The RAC Breakdown Cover will start on the start date and end after the end date as shown on your policy schedule.

Limits of Cover

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

1. When a claim can be made:
 - a) no claim is permitted under section A if the breakdown occurred prior to purchasing this RAC Breakdown Cover;
 - b) no claim is permitted under sections B to E within 24 hours of the initial start date of the RAC Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section;
 - c) in order to make a claim under Section C (Recovery) we must have first attended under Section A (Roadside); and
 - d) in order to make a claim under Section D, we must have first attended under Section A (Roadside) or B (At Home).

- The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;
- The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**.

Reimbursement

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

Hire Car Terms

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

Covered

Up to 2 consecutive days or until **your motorcycle** has been fixed if sooner.

- We** will arrange and pay for a hire car. The category of the type of hire which **we** will arrange will be a small hatchback;
- If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a vehicle yourself, let **us** know before **you** hire a vehicle, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
- Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

Not Covered

- We** will not provide any specific car type, model or accessories, including tow bars.
- Any cost of:
 - delivery and collection of the car hire and any fuel used;
 - fuel while using the car hire; or

- any insurance excess and additional costs.

Included Benefits

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

- Urgent Message Relay; and
- Replacement Rider.

Additional Services

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

Your Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

Covered

If **your motorcycle breaks down** within the UK more than a 1/4 of a mile from **your home**, **we** will:

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

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

Sidecars or Trailers

If a **sidecar** or **trailer breaks down** within the UK more than 1/4 mile from **your home**, **we** will send help to repair the **sidecar** or **trailer** at the roadside. This could be a permanent or temporary repair.

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

Not Covered

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

Section B. At Home

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

Covered

We will provide the same cover as the "Covered" part of Section A (Roadside) if **your motorcycle breaks down** at, or within a 1/4 of a mile of, **your home**.

Not Covered

Please see the "Not Covered" part of Section A (Roadside), which also applies here.

Section C. Recovery

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

Covered

If we are unable to repair the motorcycle under Section A (Roadside), we will recover the **motorcycle** from the **breakdown** location to:

1. A local garage; or
2. A single destination chosen by the rider within the **UK**. For long distances we may use more than one recovery vehicle.

Please note: recovery must be arranged with us while we are at the scene.

Not Covered

1. Please see the "Not Covered" part of Section A (Roadside), which also applies here;
2. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If we attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **motorcycle** on the same day, we will help the **rider** by making arrangements to allow the continuation of the journey. The **rider** can choose one of the following options, subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire Car

Covered

Please see Hire Car terms.

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

2. Alternative transport

Covered

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

3. Overnight accommodation

Covered

The rider may decide that waiting for the **motorcycle** to be fixed is best. We 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.

4. Assistance in a medical emergency

Covered

We will also help if the rider or one of the passengers suddenly or unexpectedly falls ill and needs medical help before the end of the journey. We will help to:

1. book one night's bed and breakfast accommodation for the rider and passengers if the hospital is more than 20 miles from home. We 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.

Not Covered

We will not assist the rider where they or one of the 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 E. European Motoring Assistance

Please refer to your policy schedule which sets out whether this RAC Breakdown Cover includes cover for European Motoring Assistance.

Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per call out and 3 call-outs per policy year, limited to 1 call-out per journey, and is subject to the further limits of cover in respect of each type of cover. Each journey is limited to a maximum of 90 days.

Section E1: Onward travel in the UK

Covered

If we attend a breakdown under Section A (or C) and cannot fix the motorcycle by your planned departure date and you are within 24 hours of your planned departure date we will arrange a hire car for the continuation of your journey up to 14 consecutive days.

Not Covered

Requests following a road traffic collision.

Section E2: Roadside assistance in Europe

Covered

If the motorcycle breaks down or is involved in a road traffic collision in Europe during a journey, we will send help to either:

1. Repair the motorcycle at the roadside. This could be a permanent or temporary repair; or
2. If we are unable to repair the motorcycle at the roadside, we will:
 - a) recover the motorcycle and passengers to a local garage;
 - b) we will also relay any urgent messages from the rider to a contact of their choice.
3. If your motorcycle has been recovered following a breakdown, we will:
 - a) pay for the initial fault diagnosis to find the next course of action;
 - b) contribute towards the garage labour charges up to £175, if your motorcycle can be repaired on the same day;
 - c) help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered.

Not Covered

1. Repair costs, including garage labour charges if the motorcycle repair costs will be more than its market value.
2. The costs of any parts.

Note: By claiming under this section you are authorising us and the garage to undertake fault diagnosis.

Mis-fuelling

If the rider puts the wrong fuel in the motorcycle, although this is not covered as a breakdown under this RAC Breakdown Cover, we will arrange to recover the motorcycle and passengers to a local garage. You are not entitled to benefits under any other section of this RAC Breakdown Cover.

Key

If the keys are locked in the motorcycle, we will attend and get them out if possible, but we are not liable if damage is caused to the motorcycle in doing so. You are not entitled to benefits under any other section of this RAC Breakdown Cover.

Tyres

If the motorcycle needs a replacement tyre, although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, we will attend and recover the motorcycle and passengers to a local garage. You are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

Section E3: Onward travel in Europe Covered

If the motorcycle has a **breakdown** or is involved in a road traffic collision during a **journey in Europe** and we establish that the repairs cannot be completed within 12 hours, we will help the rider by making arrangements for the passengers to continue the journey. The rider can choose either:

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

1. Alternative transport

Covered

1. A hire car as a replacement until the motorcycle has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

Covered

We will arrange and pay for additional accommodation expenses if you are unable to use your pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all passengers.

Not Covered

Accommodation where the rider has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The motorcycle has been repaired to a roadworthy condition; or
2. The decision to bring the motorcycle home is made by us or your motor insurer; or

3. Once we establish that the repair costs to the motorcycle exceed its market value.

Once the rider is notified of cover ending, if they have a hire car, it must be returned to the place agreed with us within 24 hours. The rider can keep the hire car for longer if you agree this with us first and pay for it.

Getting your passengers home

We will provide alternative transport as above to get the passengers back home if:

1. The motorcycle is brought back home under Section E4; or
2. Once we establish that the repair costs to the motorcycle exceed its market value under Section E4.

Section E4: Getting your motorcycle home

Covered

If we attend a **breakdown** or a road traffic collision in Europe under Section E2 and the motorcycle cannot be repaired before the riders planned return to the UK, we will arrange and pay for:

1. Recovery of the motorcycle to a single destination of the riders choice within the UK; and
2. Storage charges for the motorcycle whilst awaiting the motorcycle to be returned to the UK; or
3. If the motorcycle is repaired in Europe, the cost of one person to travel to collect the motorcycle by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £30 per day;
4. If the cost of repairing the motorcycle is greater than its market value as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
5. **Reimbursement** for a hire car, up to 2 consecutive days, in the UK once we have brought passengers home under Section E3 until the motorcycle is brought back to the UK.

We will take the passengers on the motorcycle home under Section E3 (Onward Travel in Europe).

It is our decision whether to get the broken down motorcycle home or have it repaired locally. We will follow your motor insurer's decision whether to get the motorcycle home or have it repaired locally following a road traffic collision covered by your motor insurance.

Not Covered

1. Any costs:
 - a) if the motorcycle is beyond economical repair;
 - b) covered under your motor insurance;
 - c) relating to storage once you have been notified that the motorcycle is ready to collect; and
 - d) relating to any costs incurred as a result of actions or omissions of your motor insurers;
2. We will not take the motorcycle back home if:
 - a) the motorcycle is roadworthy; or
 - b) a customs officer or other official finds any contents in your motorcycle that are not legal in that country;
3. Any import duties not relating to the motorcycle, for example relating to items carried in the motorcycle;
4. We will not cover the costs of fuel, insurance or meals;
5. We will only cover costs under this section up to the market value, so if you want us to bring the motorcycle home and the costs of bringing the motorcycle home exceed this amount you will need to pay any costs above this amount before we make arrangements.

Important

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

Section E5: Motorcycle break-in emergency repairs

Before claiming under this section the break-in must be reported to the police to obtain a written report.

Covered

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

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

Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this RAC Breakdown Cover.

Section E6: Replacement Rider

Covered

Although this is not covered as a breakdown under this RAC Breakdown Cover, if the rider suddenly or unexpectedly falls ill during the journey in Europe, meaning they are unable to ride, we will provide a replacement rider to allow the journey to continue or return home. If we are not able to provide a replacement rider, we will provide a suitable means of transport and a driver if required. We will require written confirmation from the treating hospital or medical expert that the rider is unable to ride.

Not Covered

1. If there is another qualified rider who is a passenger and who is fit and legally able to ride the motorcycle;
2. Any benefits under any other section of this RAC Breakdown Cover.

General conditions for Section E

1. We will not cover any call-out for any repairs to a motorcycle which are not essential in order to continue the journey;

2. Any **claim** which the **rider** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure the **motorcycle** meets all relevant laws of the countries visited during a **journey**;
4. How the exchange rate is calculated:
 - a) Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
 - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit provider; or
 - ii. at the exchange rate used by **us** when **your** claim form is received if **you** paid in cash;
5. **We** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer;
6. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, **we** will always try to find a suitable option that is available at the time, however:
 - a) **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b) for hire cars, whilst reputable companies are used, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
7. If, following a **breakdown**, the **motorcycle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your motorcycle home);
8. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather **we** will only arrange for the **motorcycle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **motorcycle's** motor insurer;
9. In handling **breakdown call-outs** there may be more than one option available to **you** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in breakdown situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;
10. This **RAC Breakdown Cover** does not cover:
 - a) storage charges, other than under Section E4;
 - b) the hire of minibuses, motorhomes, **motorcycles**, **sidecars**, **trailers** or vans;
 - c) overloading of a **motorcycle** under the laws in any country in which the **motorcycle** is travelling;
 - d) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

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

1. **You** must pay your premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **motorcycle** from working and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your** motorcycle to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any claim where the **motorcycle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **motorcycle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A rider must be with the **motorcycle** when **we** attend.
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **motorcycle**. **We** will not be responsible for any loss of or damage to them.
8. Where **we** recover passengers under the age of 16, they must be accompanied by an adult.

9. We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the motorcycle at the rider's own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport any livestock. We will not be responsible for any costs relating to animals.
10. The motorcycle must not carry more passengers than the number stated in the motorcycle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where we provide a repair to the motorcycle, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the motorcycle. This remains your responsibility.
12. We will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this RAC Breakdown Cover. For example, we will not pay for any loss of earnings or missed appointments.
13. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, our services can be interrupted. We will resume our service to you as soon as we can in these circumstances.
15. The cost of the following is not covered by this RAC Breakdown Cover:
 - a) specialist equipment;
 - b) tolls, ferries or congestion charges for the motorcycle and our vehicle;
 - c) any damage to glass even if the damage means the motorcycle cannot be legally or safely ridden. We will arrange transport to a local garage so you can arrange to get the motorcycle fixed but you will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them; or
 - e) recovery by someone other than us even if this is requested by the emergency services.
- f) we will only provide recovery once instructed to do so by the emergency services.
16. In handling any claim there may be more than one option available to the rider under this RAC Breakdown Cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with the rider, and act reasonably at all times.
17. The motorcycle must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work or any business use other than hire and reward and/or courier services.
18. This RAC Breakdown Cover does not cover:
 - a) routine servicing, maintenance or assembly of the motorcycle;
 - b) sidecar or trailers, except as described under Section A;
 - c) use of your motorcycle for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
 - d) breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - e) breakdowns that occur off the public highway to which the rider or we have no legal access;
 - f) the motorcycle if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - g) motorcycles that are not in a roadworthy condition. If we consider, acting reasonably, that the motorcycle is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the motorcycle is roadworthy we will provide service;
 - h) any claim that is or may be affected by the influence of alcohol or drugs;
 - i) any breakdown that is caused by or as a result of motorcycle theft or fire; or
 - j) any claim under this RAC Breakdown Cover where the breakdown was first reported to us under a different policy.

19. If the rider is asked to review and approve a document recording the condition of the motorcycle, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and we will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If your motorcycle has broken down in the Republic of Ireland, we will provide a Roadside attendance service only, as described under Section A (Roadside). If your home address is in Northern Ireland and you have purchased Section C (Recovery), we will recover the motorcycle to your home, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

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

Additional services

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

1. Purchase the parts you need to get on your way;
2. Pay for specialist equipment to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

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

Cancellation of your RAC Breakdown Cover

Your right to cancel

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

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

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

At any time after the 14 day cooling off period referred to above, you may cancel this RAC Breakdown Cover. Cancellations must be made by contacting your broker. RAC Breakdown Cover will be cancelled with immediate effect. You will receive a pro-rata refund of premium if no claims have been made. If any claims have been made then no refund of premium will be given.

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

Our right to cancel

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

Where we cancel your RAC Breakdown Cover we will not refund any premium.

Misuse of RAC Breakdown Cover

Each rider must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade us into a dishonest or illegal act;

3. Omit to tell us important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, we may:

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

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

Renewal of RAC Breakdown Cover

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

Changes to your details

You must let **your broker** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

If **you** change **your vehicle** **you** must call **your broker** to update **your** details. If **you** do not, **you** may not be covered.

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

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

Complaints

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

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	Please refer to your broker	

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

Financial Ombudsman Service

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	Phone	In writing
	0800 023 4567 OR 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk
The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us. Using this complaints procedure will not affect your legal rights.		

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, you may be entitled to compensation from the FSCS. Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

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

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

Law

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

Your Data

Data Protection Statement

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

What is your data?

There are three types of data we hold about you:

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

How we obtain and collect your data

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

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

How we will use your data

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

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

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



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