

esure broker Breakdown Assistance Cover

This section applies if you've bought breakdown assistance and it's shown on your Schedule. This will tell you the level of cover chosen, and the cost of cover.

It covers the car shown on your Schedule registered at your home address. The car is covered whoever is driving.

If you have bought this cover:

- at the same time as your car insurance policy, the cover will begin at the same time as your policy.
- at any other time, the cover will begin 24 hours after the cover was added.

Important Information

The breakdown assistance cover is provided by RAC Motoring Services.

All requests for service must be made using the Breakdown contact number 0800 028 8279.

If your car breaks down, please provide us with:

your name or policy number
identification such as a bank card or driving licence
the car's make, model and registration number
the exact location of the car - the road you are on or the nearest road junction
the number of the phone you are using
the cause of the breakdown, if you know it
your credit card if you need additional services

If you fail to make contact within 24 hours of becoming aware of the breakdown, service may be refused.

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 have arranged to help you.

Meaning of words and terms

Within this breakdown assistance cover, the words and expressions below will have the meanings next to them. These words may have a different meaning to those given elsewhere in your main car insurance policy.

approved Garage

A garage in the UK that has been approved by us.

breakdown, break down, broken down

An event during the policy period, that stops the car from being driven because of a mechanical or electrical failure including battery failure, running out of fuel or flat tyres, but not as a result of a mis-fuel, road traffic collision, flood, acts of vandalism, any driver induced fault or any key related issue other than keys locked in your car.

call-out, claim

Each separate request for service if attended or benefit for cover under any section of this breakdown assistance cover.

car

The private motor vehicle as shown on your Schedule and Certificate of motor insurance. This does not include temporary additional or temporary substitute vehicles which have been added to your main car insurance policy.

If you bought the 'any vehicle extension' (Option D), you and your partner will be covered whilst travelling in any other car or car derived van.

caravan / trailer

Any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high.

driver, their, they

You and any other person who is driving the car with your permission.

driver induced fault

Any fault caused by actions or omissions of the driver of the car, except running out of fuel and battery failure.

home

The address in the UK where you live permanently, as shown on your Schedule.

passengers

The driver and up to 8 people travelling in the car.

policy period

The period shown in your Schedule unless your main policy or this breakdown assistance cover is cancelled, in which case this cover will end on the cancellation date as notified to you.

RAC, we, us, our

1. For options A, B and C means RAC Motoring Services;
2. For onward travel, under option C, 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 our behalf.

road traffic collision

A traffic collision involving a vehicle within the UK.

Schedule

The document containing the statements made and information provided by you or for you when you applied for cover. It also identifies you as the policyholder and sets out details of the cover provided by your policy.

specialist equipment

Equipment that is not normally required by RAC to complete repairs and recoveries, for example winching and specialist lifting equipment.

UK

England, Scotland, Wales, Northern Ireland, and the Isle of Man.

You, your

The person named as the policyholder in your Schedule.

Limitations of Cover

This breakdown assistance cover is subject to limits on:

1. When a claim can be made:
 - a) no claim is permitted under Option A and B if the breakdown occurred prior to buying this cover;
 - b) no claim is permitted under Options A, B and C within 24 hours of the initial start date of the cover, nor within 24 hours of any upgraded Option;
2. The amount that is covered:
 - a) for certain types of claim or for certain sections.

Reimbursement

Under some cover options, 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 0342. We may ask you to supply original documents.

Cover Options

Option A – Roadside assistance

If the car breaks down within the UK more than a quarter of a mile from your home, we will:

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

Option B – Roadside assistance and Home rescue

In addition to services offered in Option A, Option B also includes assistance at your home address or within a quarter or a mile of it.

Option C - Roadside assistance, Home rescue and Recovery

In addition to services offered in Options A and B, Option C also includes:

If we are unable to repair the car under Options A and B, we'll recover the car and transport up to nine passengers from the breakdown location to:

Your home address

Your original intended destination within the UK. For long distances we may use more than one recovery vehicle.

A repairer of our choice; or

If the repairer is near your home address the RAC will also take you there.

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

Onward travel

If we attend a breakdown under Option C and cannot fix the car on the same day, we will help the driver by making arrangements to allow the continuation of the journey. The driver can choose one of the following options, subject to availability:

1. Alternative transport

If the driver would prefer to continue the journey by air, rail, taxi or public transport, we will contribute up to £100 towards the cost for this.

2. Overnight accommodation

If the breakdown occurs more than 25 miles from your home address or the intended destination, the driver may decide that waiting for the car to be fixed is best. We will arrange one night's bed and breakfast accommodation, (excluding alcoholic drinks) up to a value of £150 per person or £600 per breakdown.

3. Hire Car

We will arrange and pay up to £100 towards the cost of a hire car up to 1600cc to complete your journey.

This is subject to you or your passengers meeting the conditions of the hirer.

Any authorised car hire must be arranged within 24 hours of the breakdown.

What's not covered

- We will not provide any specific car type, model or accessories, including tow bars.
- Car hire in the event of the insured car;
 - requiring routine servicing,
 - requires repair under warranty
 - being drivable or
 - is undergoing repair of cosmetic damage
- Any cost of:
 - delivery and collection of the car hire; or
 - fuel while using the car hire; or
 - any insurance excess and additional costs.

4. Provision of a chauffeur

If the only driver is unable to complete your journey due to illness or injury, RAC will pay for a Chauffeur to drive you and up to eight passengers, your car and your baggage to your destination anywhere in the UK. This is discretionary and you may have to show medical certification at the time of illness or injury.

5. Urgent message relay

If the car has broken down and the driver needs to get in touch with friends, family or business associates urgently, we will relay up to three messages to inform them of unforeseen travel delays.

6. Collection of car following repair

We will pay up to £150 for a single standard rail ticket within the UK for you or any authorised driver to collect the car following repair.

What's not covered under Options A, B & C

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. A second recovery owing to the intended original destination being closed or inaccessible.

Caravan and trailer cover

Providing your caravan or trailer is being towed by your car, you will have exactly the same breakdown assistance cover as your car as long as it:

- Conforms to the relevant motor vehicle's construction and use regulations; and
- Fits to a standard 50mm towball; and
- Is not more than 7m long (with load) and/or 3m high (with load); and
- Does not weigh more than 3,500kg when loaded; and
- The weight of the caravan or trailer when loaded is not more than the kerb weight of the car towing it; and
- Is made by a recognised manufacturer of caravans or trailers.

Option D – any car extension

This benefit can be added to Options A, B or C.

You and your partner will be entitled to the same level of cover provided under your selected Option when travelling in **any other car** or car-derived van up to 3,500kg when loaded provided that the car concerned does not fall within one of the exclusions of this cover.

General Conditions

The following conditions apply to all sections of this breakdown assistance cover. If you do not comply we can refuse cover and/or cancel your 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 car from working, so for example an air-conditioning failure in itself does not constitute a breakdown, and the illumination of a warning light does not always constitute a breakdown. If it does not, you will need to take your car to a place of repair and this will not be covered.
4. We will not cover any claim where the car 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 car, or to correct an attempted repair by someone else, we will not provide cover.
6. A driver must be with the car 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 car. 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 transport any animals in our vehicles other than domestic pets which are suitably controlled or contained within a suitable travel container. We will not be liable for any injury to, damage caused by, or any costs relating to animals.
10. The car must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where we provide a repair to the car, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the car. 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 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:
 - a) specialist equipment;
 - b) tolls, ferries or congestion charges for the car and our vehicle;
 - c) any damage to glass even if the damage means the car cannot be legally or safely driven. We will arrange transport to a local garage so you can arrange to get the car repaired but you will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them;
 - e) recovery by someone other than RAC even if this is requested by the emergency services.
 - f) damage or costs as a result of breaking in to your car because your keys have been lost or stolen.
 - g) the cost of draining or removing the wrong or contaminated fuel. The RAC will arrange for the car to be taken to a local repairer for assistance, but you will have to pay for the work carried out.
16. In handling any claim there may be more than one option available to the driver under breakdown assistance cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with the driver, and act reasonably at all times.
17. This cover can not be used if the car is not privately owned or is being used for hire and reward and/or courier services.
18. Breakdown assistance cover does not cover:
 - a) routine servicing, maintenance or assembly of the car;
 - b) caravan or trailers, except as described;
 - c) use of your car 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 driver or we have no legal access;
 - f) the car 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) cars that are not in a roadworthy condition. If we consider, acting reasonably, that the car is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the car is roadworthy we will provide service;
 - h) any claim that is or may be affected by the influence of alcohol or drugs;
 - i) any claim under this cover where the breakdown was first reported to us under a different policy.
19. If the driver is asked to review and approve a document recording the condition of the car, 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 Services

Following a breakdown, for an additional charge RAC Motoring Services can offer the following:

1. Purchase of parts needed to get on your way;
2. Specialist equipment to complete the repairs;
3. Extended hire time;
4. Arrangement of a second or extended recovery.

The above will be agreed with you before service is provided.

Misuse of our breakdown assistance cover

Each driver must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade us into a dishonest or illegal act;
3. Omit to tell us important facts about a breakdown in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered to try and use a service under this breakdown assistance 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 together with esure Insurance Ltd 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 breakdown assistance cover with immediate effect;
4. Immediately cancel this breakdown assistance cover; and
5. Refuse to sell any breakdown assistance cover or services to you in the future.

If any claim is found to be fraudulent the breakdown assistance cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited. esure Insurance Ltd will not refund any premium and will notify you in writing if they decide to take any of the above steps.

Renewal of breakdown assistance cover

Your breakdown assistance cover will be renewed along with your existing associated car insurance policy unless you tell esure Insurance Ltd otherwise.

Changes to your details

If you need to change any details including the car or level of cover please call esure Insurance Limited on 0345 603 0380. They're available between 8am and 8pm Monday to Friday, Saturday 9am-5pm and Sunday 10am-2pm.

It's important to keep us updated of your latest email and postal address as esure Insurance Ltd will always contact you using these details. If you don't you may not be covered. If you do make any changes to your policy details or cover at any time during the period of cover, an administration fee will apply. The current fees are showing in Your Agreement with esure Services Limited.

Complaints

We are committed to providing an excellent service. However, we realize that there are occasions when you may feel you did not receive the service you expected. If you are unhappy with our services relation to this breakdown assistance cover such as services at or following a breakdown, or the included benefits please contact us as follows:

For sales and administration related complaints please refer to the complaints section at the end of this booklet. For all other complaints please refer to the below process:

	Phone	In writing
Breakdown related Complaints	0330 159 0342	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you can choose to refer your complaint to the Financial Ombudsman Service at the following address:

	Phone	In writing
Financial Ombudsman Service	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

You can also register a complaint about an online purchase with the European Union's Online Dispute Resolution platform (or ODR). Their website is <http://ec.europa.eu/consumers/odr/>. The ODR will simply pass your complaint to the Financial Ombudsman Service.

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 Breakdown assistance cover is not covered by the FSCS.

Breakdown cover is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority (Registration no: 310208). RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration no: 202737). You can check this information on The Financial Services Register by visiting www.fca.org.uk.

Law

The parties are free to choose the law applicable to this breakdown assistance 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 breakdown assistance cover and the Schedule and other information relating to this contract will be in English.

Your data

There are three types of data we may hold about you on behalf of esure Insurance Limited:

1. Personal data is information we hold on our records which identifies you. This includes obvious things like your name and address but could also include your email address and contact details;
2. We will also hold data about you that is not personal – for example information about your car and other policy information shown on your schedule; and
3. A small number of our products and services may require us to collect and store sensitive personal data. We will only ask for this when it is absolutely necessary and by providing it to us you give your consent to us storing and using this data.

How we collect your data

esure Insurance Limited will provide your data to us at the start date of your breakdown assistance cover.

Your data may also be amended or updated if:

1. You make any changes during your policy year;
2. You telephone esure Insurance Limited, write to them or contact them through a social media network or online portal;
3. Make a request for service under your breakdown assistance cover, for example if your car has broken down;
4. You decide to cancel your breakdown assistance cover.

We will always need to collect, store and use information about you to be able to provide breakdown assistance cover.

esure Insurance Limited controls, and is responsible for, the data that they give us.

In some circumstances we may control and be responsible for data that you supply, or share the responsibility with esure Insurance Limited, for example when making a request for a service or benefit or for cover under your breakdown assistance cover.

esure Insurance Limited is registered as a data controller with the ICO under registration number Z4905270. Information about the registered company name, address and company registered number can be found on your Schedule.

For information about how esure Insurance Limited collect and use your data please refer to your motor policy booklet.

RAC Motoring Services (RACMS), is registered as a data controller with the ICO under registration number Z6342667. RACMS is a company registered with Companies House under Registered No: 01424399 and whose Registered Office is: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

Who we will share your data with?

There are three types of organisation that we may share your data with to provide your breakdown assistance cover:

1. Organisations within the RAC group of companies and external specialists;
2. External organisations who help us with fraud protection and detection including credit reference agencies; and
3. Statutory bodies, or where we are required to give this information by law.

Other organisations within the RAC group

As a large organisation there are different parts of the RAC group that do different jobs. This includes RAC Motoring Services who look after you if your car has broken down and, depending on the cover provided, RAC Insurance Limited which provide our insurance and upgrade products such as onward travel. RAC Brand Enterprises LLP protects the RAC brand. All three organisations are registered as Data Controllers with the ICO. Other parts of the organisation will provide support functions such as marketing, customer services and finance.

Sometimes we will need to use organisations who provide specialist services and who become part of the wider RAC family. We always make sure they have the right policies and procedures in place to keep your data safe and secure.

We only share your data to the parts of the RAC group that need it.

All of these different groups are supported by our IT, Information Security and Data Protection experts.

We may use your data to prevent and detect fraud by sharing it with external fraud prevention and detection agencies, and organisations that check your identity.

Where this information is shared, your data may be added to databases which:

1. Make automated decisions about offering you other breakdown, insurance, credit and related services;
2. Allow credit reference agencies to maintain your credit score;
3. Trace debtors or beneficiaries, recover debt and prevent fraud; and
4. Prevent money laundering crime.

Other statutory bodies

Occasionally we are asked to provide statutory bodies with information about you that they need to help prevent or detect crime and fraud or organisations who are responsible for tax and other duties. This can include organisations like the police, DWP and HMRC. We only ever provide this information where we are satisfied that it is right to do so.

There may also be very limited occasions where we are obligated to release information about you by law, for example where a court orders us to do so.

We will not disclose data to other statutory bodies without first checking with esure Insurance Limited that they are happy for us to do so.

Your rights

Where we have collected and control your data you have the right to ask us at any time to:

1. Correct or delete any inaccurate information we hold about you; and
2. Tell you what data we hold about you and where we got the information from. Your request should be addressed to the Subject Access Team, Freepost RTLA-HZHB-CESE, RAC Financial Services Limited, Customer Services Department, P.O Box 586, Bristol, BS34 9GB. Alternatively, please telephone our Customer Services Department on 0330 159 0360. We may charge you a small fee of £10 for doing this.

Where we believe your data is controlled by esure Insurance Limited we will refer your request to them to ensure your rights are protected.

Things can change - in the event that any part of the RAC family merges with, or is acquired by, another business it may be necessary to share

your data with our advisors and other parties in the deal. We will only do this when we consider it is absolutely necessary and only where we have assurances about the safety and security of your data.

Our rights

We are happy to speak to a relative or a friend on your behalf when we have your authorisation to do so.

We may record your telephone call and keep emails and letters to ensure our Customer Service Teams are giving the best customer care, and when you need to query what information we have given you.

We may share your data with organisations outside of the European Economic Area. We will only do this where it is absolutely necessary to provide you with your breakdown assistance cover and we are satisfied that the organisation can provide the same level of data security that we have here in the UK.