

RAC Motoring Services Terms of Membership

This gives you important information about membership of RAC
Valid for new and renewing existing members from 14th August 2006

Keep this copy safe and we will advise you of any changes.

Useful numbers

Customer Services For general membership enquiries, changes or renewal (Mon to Fri – 8.00am to 8.00pm, Sat – 8.30am to 5.00pm)	08705 722 722
Breakdown Assistance and Accident Care For the United Kingdom, Jersey, Guernsey and Isle of Man (available 24 hours) For the Republic of Ireland (Roadside and European services only)	0800 82 82 82* 1 800 535 005*
Minicom	0800 626 389*
Text Phone	07855 82 82 82
RAC European Cover Upgrading your membership to include breakdown assistance in Europe (Annual Cover) (Mon to Fri 8.00am to 8.00pm, Sat 8.30am to 5.00pm) For 'Single Trip' European breakdown cover (Mon to Fri 8.00am to 9.00pm, Sat 8.30am to 5.00pm, Sun 10.00am to 4.00pm)	08705 722 722 0800 1977 116*
Horse Trailer Assist Upgrading your membership to include cover for your Horse Trailer (Monday to Friday 8am-9pm, Saturday 8.30am-5pm and Sunday 10am-4pm).	0800 716 976*

*Members using mobile telephones are recommended to contact their service provider for advice on any charges that arise from using free phone numbers.

Please note your calls may be recorded and/or monitored for training purposes.

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Definition of words

“Breakdown” is where the vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electric failure. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the vehicle to cease to function as a whole.

“Fair Call Entitlement” means the number of callouts you are entitled to make as set out in the Fair Call Scheme section.

“Home” means the address where you live in the territory.

“Member/You/Your” means the person who is entitled to receive the services under their ‘Personal Based’ or ‘Vehicle Based’ membership.

“Membership” means this policy of roadside breakdown assistance insurance, which is subject to these Terms of Membership.

“Membership Year” means the period of 12 calendar months commencing on the date you started your membership.

“Modified Vehicles” mean any vehicle that has been modified from the manufacturer’s specifications in such a way that it requires ‘Specialist Equipment’ for breakdown assistance.

“RAC Contractor” means a contractor appointed by us to provide certain of the breakdown assistance services under the Membership.

“Specialist Equipment” is equipment in our view not carried by RAC Patrols or RAC Contractors.

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

“United Kingdom” means England, Scotland, Wales and Northern Ireland.

“Vehicle” means any vehicle eligible for cover under the membership that meets the specifications set out in the Vehicle Specifications section.

“We/Us/Our” means RAC Motoring Services and/or RAC Insurance Limited.

Statement of Demands and Needs

Depending on the level of cover chosen, the products described in these Terms of Membership meet the demands and needs of those who wish to ensure they have breakdown assistance cover in the event of a mechanical breakdown occurring to any covered vehicle during the period of cover.

We have not provided you with a personal recommendation as to whether this membership policy is suitable for your specific needs.

Who we are

RAC Motoring Services (Registered No:01424399, Registered Office: 8 Surrey Street, Norwich NR1 3NG) and/or RAC Insurance Limited (Registered No 2355834, Registered Office 8 Surrey Street, Norwich NR1 3NG).

Benefits and services offered on a subscription basis are classed as general insurance under the Financial Services and Markets Act 2000 and are provided by RAC Motoring Services and/or RAC Insurance Limited.

For insurance purposes, the home state is the United Kingdom.

Who Regulates Us

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are authorised and regulated by the Financial Services Authority. You can check our authorisation on the FSA's Register by visiting www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.

Ownership

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

This is a summary of Roadside Breakdown Cover provided by us and is important information that you should read fully.

Type of Insurance

This policy covers you in the event of the vehicle's mechanical breakdown. A number of different products are available under the membership. The cover provided by each product is described briefly in the table of features and benefits on (on page 7). The services we will provide to you will depend on which product or combination of products you buy.

Membership is either:

Personal Based – entitles the member to be covered in any eligible vehicle or;

Vehicle Based – covers the named vehicle for use by any authorised driver.

Your membership card will confirm the type of membership you have selected.

The Product Provider

- Roadside, Recovery and At Home products are provided by RAC Motoring Services.
- Onward Travel and European Cover are underwritten by RAC Insurance Limited.

RAC Breakdown Cover – Features and Benefits

	Roadside	Recovery	At Home	Onward Travel	Accident Care	No Callout Discount	Other Discounts
	Roadside assistance to repair your vehicle including a tow for up to 10 miles from the Breakdown, and taxi fares for up to 20 miles from the garage if your vehicle cannot be fixed	Recovery for up to 8 people and your vehicle to any destination within the Territory	Breakdown assistance at your home or within a quarter of a mile of your home	Replacement car for up to 3 days whilst your vehicle is being fixed, or, if this is not possible, overnight accommodation or alternative form of travel	Advice and assistance to help you through the processes involved following an accident	No Callout Discount of 10% per membership year	£25 off your next year's membership if you do not call us out during your current membership year
Roadside	x						
Solution 1	x	x		o	x	x	
Solution 2	x		x		x	x	
Solution 3	x	x	x		x	x	
Solution 4	x	x	x	x	x	x	
Standard	x	x	x	o	x		x
Response	x	x	x	x	x		

Key: x = Standard o = Optional

- For full details on the above products and packages, see pages 8 to 15.
- European Cover can be added to the above packages on payment of the appropriate fee. Please call 0800 1977 116 for further details (Monday to Friday 8.00am to 9.00pm, Saturday 8.30am to 5.00pm, Sunday 10.00am to 4.00pm).
- Horse Trailer Assist can be added to some of the packages above. Please call 0800 716 976 for details (Monday to Friday 8am-9pm, Saturday 8.30am-5pm and Sunday 10am-4pm).
- Calls may be recorded and/or monitored.

Significant Exclusions and Limitations

- Fair Call Entitlement is applicable to all membership packages. This is an entitlement to a certain number of call outs each membership year. See page 22 of the Terms of Membership for further details of this exclusion.
- You will only be able to receive Roadside assistance within the first 24 hours of your effecting membership. All other benefits will be available after 24 hours. See page 20 of the Terms of Membership for further details
- Assistance is not available for vehicles that have broken down as a result of participation in motor sport activities taking place off road and/or not subject to normal rules of the road, nor vehicles used for hire or reward. See page 20 of the Terms of Membership for further details of this exclusion.
- Membership is only valid for residents with a registered address in the UK, Guernsey, Jersey or the Isle of Man.
- If the vehicle should breakdown whilst towing a caravan or trailer we will recover your vehicle together with the caravan or trailer. If your trailer or caravan breaks down then we can arrange for the recovery of your trailer or caravan but you will be liable for the recovery costs. Please refer to page 21 for further details on costs.
- We are responsible for the labour costs of the RAC Patrol or RAC Contractor instructed by us to attend you in accordance with your level of cover. You will be responsible for all other costs. Please refer to page 21 of the Terms of Membership for the list of such costs.
- If you call us for assistance following an accident, fire, theft or act of vandalism or other incident covered by a policy of motor insurance, you will be liable to pay us for the costs of removal. See 'General Exclusions' on page 20 for more details.

Roadside

- Roadside does not cover breakdowns within a quarter of a mile of your home or where you normally keep the vehicle unless 'At Home' cover is purchased.
- You are liable to pay towage costs for the entire distance if you wish to be taken to a destination further than 10 miles from where you have broken down.

See page 12 of the Terms of Membership for further details.

Recovery

- Recovery does not cover breakdowns within a quarter of a mile of your home or where you normally keep the vehicle unless At Home cover is purchased.
- There are no towage costs unless 'Specialist Equipment' is used.
- You can only purchase Recovery if you have Roadside.

See page 12 of the Terms of Membership for further details.

Onward Travel

- Onward Travel does not cover charges such as insurance excess, daily hire and any other costs due to you keeping the car after the agreed period of time.
- You can only purchase Onward Travel if you have Roadside and Recovery.

See pages 13 to 14 of the Terms of Membership for further details.

Duration of cover

- Your membership is for one year, renewable annually. Except for Continuous Monthly Membership, where membership is on a monthly basis.

See pages 23 to 25 of the Terms of Membership for further details.

Your Right to Cancel

You are entitled to cancel your membership within 14 days from the date of purchase of the contract or the date on which you receive your policy documentation whichever is the later.

See page 19 of the Terms of Membership for details.

Caring for Our customers

We are committed to providing you with the highest standard of service and customer care. However, should you have cause for complaint about any aspect of the services which we have provided to you, please contact us at

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

If you are dissatisfied with any other aspect of RAC's services please contact us at

Customer Relations, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4ZZ.

If we cannot resolve your complaint you have the right to refer the matter to the Financial Ombudsman. See page 27 of the Terms of Membership for details.

Please quote your membership number in any communication with RAC.

Financial Services Compensation Scheme

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

Product services

The following terms and conditions relate to specific products offered to members.

Personal Based Membership

All of the products are available to individual members, joint members and family groups.

- Individual membership covers you only.
- Joint membership covers you and one other named member of your household.
- Family membership covers you and up to four other named members of your household.

Please refer to page 22 for details of your callout entitlements.

Vehicle Based Membership

- You may register 1, 2 or 3 vehicles with us to be covered under this product for any driver.
- This will include providing us with the registration numbers of any vehicles covered under your membership.

Vehicle Based Membership is available for the following services only:

- Roadside
- Roadside and Recovery
- Roadside and At Home
- Roadside, Recovery and At Home
- It is not available as an RAC Solutions package, or as Standard Cover.
- It is excluded from Onward Travel.
- You cannot upgrade to European Cover on this membership.
- Vehicle Based Membership may not be available through third party affinity schemes. Please check the terms and conditions of your affinity scheme promotional literature for details.

Please refer to page 22 for details of your callout entitlements.

RAC Solutions packages

	Roadside	At Home	Recovery	Onward Travel
Solution 1	X		X	Optional
Solution 2	X	X		
Solution 3	X	X	X	
Solution 4	X	X	X	X

- RAC Solutions Packages are not available to ‘Vehicle Based’ members.
- RAC Solutions Packages may not be available through certain third party affinity schemes. Please check the terms and conditions of your affinity scheme promotional literature for details.
- You are entitled to the ‘No Callout Discount’ scheme. Please see page 17 for details about No Callout Discount scheme.

Please see the Terms of Membership for details of the terms, conditions and restrictions that apply to RAC Solutions packages.

Roadside

Roadside is available in the Territory and the Republic of Ireland.

If your vehicle has suffered a breakdown we will provide the following:

- A RAC patrol or contractor to assist you.
- Labour at the roadside.
- If we are unable to repair the vehicle within a reasonable time, or if repairs are unwise, we will transport the Vehicle to a destination of your choice within 10 miles. If you have no preferred destination, we will take the vehicle to a nearby garage.
- Transport for you and up to seven passengers to the above chosen destination. (If there are more than five people this may require two separate vehicles. An adult from the covered vehicle must accompany any children).
- If you need to leave your vehicle at the garage we will reimburse you for taxi fares up to 20 miles. (A receipt must be obtained).

What is not covered:

- Breakdowns within a quarter of a mile of your home or where you normally keep the vehicle.
- A second recovery if the original fault has not been properly repaired by a third party or if we have advised you that it is a temporary repair.
- Any matters excluded under our Terms of Membership (full details shown on page 20).

At Home

- At Home is available in the Territory.
- At Home is only available to members who already subscribe to our Roadside service.
- If you have paid the additional At Home subscription you are entitled to use the service described under Roadside within a quarter of a mile of your home address or where you normally keep the vehicle.

What is not covered:

- Taxi service, as described under the Roadside heading.
- Vehicle servicing or reassembly.
- Unless specifically included in the At Home cover described above, all matters excluded under Roadside.

Recovery

- Recovery is available in the Territory.
- Recovery is only available to members who already subscribe to our Roadside service.
- We will provide the following service if we cannot get your vehicle repaired locally within a reasonable time:
 - Transportation of your vehicle to your home or a single address anywhere else in the Territory.
 - Transport for you and up to seven passengers to the above chosen destination (If there are more than five people this may require two separate vehicles. An adult from the covered vehicle must accompany any children).
 - The above Recovery service is also available should you be taken ill and cannot continue your journey as you have no passengers who can drive the vehicle. You will need to produce some form of medical certificate for this (In these cases, we will provide service at our discretion).

What is not covered:

- Breakdowns within a quarter of a mile of your home or place where the vehicle is usually kept
- A second recovery if the original fault has not been properly repaired by a third party or if we have advised you that it is a temporary repair.
- The use of the recovery service as a way to avoid repair costs.
- Recovery must be arranged at the time of breakdown and cannot be requested later.
- Unless specifically included in the Recovery cover described above, all matters excluded under Roadside.

Onward Travel

- Onward Travel is only available in the territory.
- Onward Travel is available only to members who have Roadside and Recovery services.
- It is not available to members who have Vehicle Based membership.
- Onward Travel benefits must be arranged at the time of breakdown and cannot be requested later.
- You are entitled to one of the following extra benefits once we have decided that we cannot get your vehicle repaired locally:
 - Replacement car hire
 - Alternative transport costs
 - Hotel accommodation
- If you have paid for At Home and Onward Travel you can use the Onward Travel benefits within a quarter of a mile of your home address. This excludes incidents where we have been called to rectify failed repairs by third parties.

Replacement car hire

- We will pay for:
 - The hire cost of a car up to 1600cc for the duration of the repairs to your vehicle (up to a maximum of three days) for one incident.
 - Insurance (including Collision Damage Waiver).
- Replacement car hire is subject to availability and our supplier's terms and conditions, which will be provided to you at the time of hire, but which will usually include:
 1. Age limits.
 2. The need to have a current driving licence with you.
 3. Limits on acceptable endorsements.
 4. The need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you).
- Hire cars are not usually available with a tow bar, and therefore your caravan or trailer will, if eligible (see page 21) be recovered under the Recovery benefit with your broken down vehicle.
- If we decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

Alternative transport

- We will arrange and reimburse you for rail, air or other public transport for up to eight people to reach the end of the journey within the territory.
- We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

- We will arrange and reimburse you for one night's bed and breakfast for up to eight people in a hotel of our choice.
- We will pay up to £150 a person or £500 for each group, whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

- Onward Travel also provides special medical assistance. If you or one of your passengers is taken into hospital more than 20 miles from home we will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.
- We will also arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered:

- A second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party or if we have advised you that it is a temporary repair.
- Other charges arising from your use of the hire car benefit, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to you keeping the car after the agreed period of hire.
- If you require a second or any other type of vehicle we will try to arrange this for you.
- If you are unfortunate enough to have an incident with the hire vehicle and you make an insurance claim, you will be responsible for paying any excess.
- Unless specifically included in the Onward Travel cover described above, all matters excluded under Roadside.

Response

- Our Response service is available if you have an Orange or Blue Badge issued by a local authority on your vehicle.
- Response includes all of our Roadside, Recovery, At Home and Onward Travel services.

Please note: If you need a hire car we will pay for a vehicle with an automatic gearbox if required. The vehicle will be 1600cc or the next lowest engine capacity available at the time. We cannot provide specially adapted vehicles.

European Cover

- Motoring assistance is also available throughout most of Continental Europe, the Mediterranean Islands, and the Republic of Ireland, under our European Cover.
- If you choose to take out this service, you may be entitled to replacement car, roadside assistance and recovery, as well as certain other services both in the UK and abroad.

For further information please call 0800 1977 116 (Monday to Friday – 8.00am to 9.00pm, Saturday 8.30am to 5.00pm and Sunday 10.00am to 4.00pm). Calls may be recorded and/or monitored.

Standard Cover

- Residents of Northern Ireland are entitled to be recovered from the Republic of Ireland.
- Standard cover is not available to Vehicle Based members.
- If you take out our Standard Cover which consists of our Roadside, Recovery and At Home services, you will be entitled to earn a £25 no callout discount off Your next membership year renewal fee provided that:
 - Your next membership year renewal is for our Standard Cover; and
 - Neither you nor anyone else covered by your membership has used our Breakdown service during your current membership year. If the service is used between renewal notice and the renewal date the discount will not apply, and the full amount will become payable.

Basic Cover

Basic Cover provides the same level of service as Roadside or At Home, but with a different limit to the number of callouts. Please refer to Fair Callout Entitlement on page 22.

Accident Care

Accident care is offered as part of any RAC membership. The Accident Care services are therefore subject to all of the relevant terms set out in this Terms of Membership booklet, in addition to the terms set out below.

Accident Care Services

At the Scene

These are the services that we can provide to you at the scene:

Advice

When you phone, we will give you advice on a wide range of issues, including what information you need to collect, whether you need to contact the police, and how to deal with the other party.

Vehicle driveability check

Through asking you a series of questions, we will assist you in determining the driveability of your vehicle.

Virtual insurance claim form

We can collect and record all the relevant information about the accident for you, which we can supply to you at anytime in writing, by fax or email, or over the telephone.

Liability assessment

We can if we have enough information give you a preliminary view on who we think is liable and advise you how to deal with the situation.

Motor Insurance claim reporting

We can, if your insurers will let us, report the details of your accident to your insurance company, and ask them to contact you at a time convenient to yourself to arrange repairs etc.

Please note that many of the above services can also be provided to you once you have left the scene of the accident.

Further Services

These are the services we provide to you once you have left the scene:

Call back – at a time to suit you

We will call you back to deal with any other issues that you may have and to take our advice and assistance to the next level.

Legal advice

We can advise on many legal issues (regardless of fault), including uninsured losses, repair problems, traffic offences, consumer disputes and the best ways of getting the best value for your vehicle if it is a write-off.

Replacement Vehicle

If you are not liable for the accident and the other party's insurer agrees with this (and in certain other circumstances at an additional cost) we can provide a like-for-like temporary replacement vehicle until your car is repaired, or until you buy a replacement.

This will be subject to certain restrictions and the terms and conditions of the vehicle supplier.

Personal Injury Claims Service

We can provide a personal injury consultation with a qualified legal professional and when possible pursue a personal injury claim on your behalf where we believe you have a good case.

Accident Care Terms and Conditions

1. Accident Care will only be provided following your involvement in a road traffic accident in the UK and Northern Ireland (please note that restrictions on certain services may apply in Northern Ireland).
2. We can stop providing you with Accident Care at any time if we reasonably believe (at our discretion) that the service you are requesting goes beyond the scope of Accident Care or will

cause us to incur unreasonable costs on your behalf (for example, if any claim is disputed by your insurers, we will not be obliged to assist you in pursuing the claim). This will not affect your membership with us for any other services.

3. The Accident Care service is not an insurance policy.
4. Any contract for goods or services we obtain on your behalf will be between you and the third party supplier (unless we notify you otherwise). We will not be responsible for the terms of any agreement with a third party supplier, or for the implications to you of entering into a contract on those terms. Such contract will be subject to the terms and conditions. You should therefore check the terms of any such agreement carefully, to ensure that you are happy with them.
5. There may be additional charges for goods or services we arrange on your behalf including, but not limited to, services such as the sourcing of car hire or car repair. You will be notified of any additional charges (either by us or the third party supplier) before you are obliged to enter into any contracts with any third party suppliers.

RAC Solutions Terms

As well as the Terms of Membership set out in pages 18 to 21 below, the following terms and conditions apply to RAC Solutions members in relation to the particular benefits enjoyed by those members.

Please note RAC Solutions packages are not available to Vehicle Based members and may not be available through certain third party affinity schemes. Please check the terms and conditions of your affinity scheme promotional literature for details.

Please note: you cannot change your membership from an existing form of RAC membership to RAC Solutions membership partway through your membership year.

No Callout Discount (Existing members who have purchased membership before 14th August 2006)

1. If you have taken our RAC Solutions cover at the start of your current membership year, you will be entitled to a 10% no callout discount on your RAC Solutions membership next year, provided neither you nor anyone else covered by your membership has called out an RAC Patrol or contractor during your membership year.
2. Your no callout discount on the cost of your next year's RAC Solutions membership will increase until 2010 by 10% per annum, up to a maximum discount of 50%, for each membership year during which neither you nor anyone else covered by your membership calls out an RAC patrol or contractor.
3. If you are entitled to a no callout discount of 10% or 20% and either you or anyone else covered by your membership calls out an RAC Patrol or contractor, you will lose your entitlement to a no callout discount.
4. If you become entitled to a no callout discount of 30% or more and either you or anyone else covered by your membership calls out an RAC patrol or contractor:
 - Once during the membership year your entitlement to a no callout discount will be reduced to 10%;
 - More than once during the membership year, you will lose your entitlement to a no call out discount.
5. For the purpose of calculating your membership fee, the no callout discount will be applied after any other discounts.

6. European Cover is excluded from the no callout discount, so any callout made under the European Cover will not count as a callout for the purposes of the no callout discount, and will not affect your entitlement to the discount. Please note: No callout discount is not applicable to the cost of European Cover.

7. We will offer this no callout discount until March 2010 and reserve the right to withdraw it at that time on giving you reasonable notice.

No call out discount (New members purchasing on or after 14th August 2006).

1. You will receive 10% no callout discount if you or anyone covered under your policy does not call us out during your current membership year.

2. The no callout discount is non-cumulative and will remain at 10% if you do not call us out in subsequent years of your membership.

General Terms

1. You must notify us of any change in your address immediately.
2. You can transfer your membership to another person within your current membership year.
3. If you upgrade your membership during the membership year you must pay the full annual fee for the extra services. There are no pro rata rates for additional services added to your membership. This upgraded service will apply until your then current annual membership expires. If we do not receive payment for an upgrade you have requested, we will not upgrade your membership.
4. Upon renewal of your RAC membership, the services that you will receive will be those set out in the Terms of Membership current at the time of such renewal, irrespective of when you first became a member.
5. You must produce your valid membership card and proof of your identity, or two other forms of identity, to use our services. If these are not available, we may refuse service or make a charge.
6. All persons entitled to receive services under each membership must live at the same address. All vehicles listed on your membership must be registered at the membership address.
7. If someone other than you calls us out (whether you have vehicle based membership or single, joint or family based membership, which allows another person to use your membership) you will have to pay any costs that go above the Terms of Membership, such as charges under the Fair Call scheme.
8. The RAC member must be with the vehicle at the time of breakdown and service will be provided in accordance with that membership. The member must also be in attendance when the patrol or contractor arrives, or we may not be able to provide assistance.
9. If we provide service to a child, the child must be accompanied by an adult from the covered vehicle.
10. If there are any domestic animals in your vehicle, their onward transportation is at our discretion and solely at your risk. We will not insure any animal during any onward transportation we undertake. Unless there is a safety issue, guide dogs for the blind, or hearing dogs will always be transported with their owners.

11. Following a breakdown or accident attended by the police, other emergency service, or a Highways Agency Traffic Officer, removal of your vehicle will not take place until the emergency service concerned have authorised it. If the police, emergency service, or a Highways Agency Traffic Officer concerned insist on immediate recovery by a third party, the cost of this must be met by you.
12. 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.
13. We do not guarantee to carry out the services if we are prevented from doing so in circumstances beyond our reasonable control including, without limitations, the activities of civil or government authorities, third party industrial disputes, internal industrial disputes where we have taken reasonable steps to prevent the effects of such action on our services, but have been unable to do so; acts of God; terrorism or severe weather conditions.
14. We have the right to refuse to give service and/or cancel your membership if you or anyone using your membership behaves in a threatening or abusive way to our employees or contractors.
15. If the service you require is not provided for under these terms, we will try, if you wish, to arrange it at your expense. The terms of any such service are a matter for you and the supplier.
16. In order for a member to benefit from any new membership offers or promotions, a period of 120 days must elapse between the member leaving RAC and rejoining. An application to rejoin during this 120-day period will be treated as a renewal and priced accordingly.
17. RAC reserves the right to make reasonable changes to the products, and these terms and conditions for commercial, system, security, legal or regulatory reasons and we will give you reasonable notice of such changes. If such changes mean that the services we provide to you are substantially varied to your detriment you may cancel your membership, and will be entitled to a credit or refund as appropriate.
18. We will take all reasonable care in providing our services to you. We will not be responsible for the action or inaction of any other third parties who may provide additional services to you. .
19. Your RAC membership is governed by the laws of England and Wales.

Your Right to Cancel

1. You are entitled to cancel your membership up to 14 working days following the date of, your membership commencement (or renewal) date, or the date you receive your Terms of Membership booklet, whichever happens later.
2. If you have not made a claim within the first 14 days we will refund the cost of your membership.
3. If you use the service within the first 14 days and decide to cancel, you will not be eligible for any refund.
4. If you cancel the membership after 14 days, no refund or credit will be applied.
5. If you do not pay for your membership promptly, we will cancel your membership.

Cancellations can be made by calling 08705 722 722 (Monday to Friday – 8.00am to 8.00pm, Saturday – 8.30am to 5.00pm), calls may be recorded and/or monitored, or by writing to RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4ZZ.

General Exclusions

1. RAC membership does not cover:

- Any breakdowns that occur during the first 24 hours after you have joined or reinstated your membership, except Roadside assistance which is available immediately.
- Any breakdown covered under an upgraded membership that occurs during the first 24 hours after you have upgraded your membership (including adding an extra person or vehicle). Your previous membership services will be available during this 24-hour period.
- Vehicles which were broken down or unroadworthy at the time of joining, upgrading or reinstating your membership.
- Vehicles not complying with the vehicle specifications set out on page 21.
- Vehicles which have broken down anywhere other than on a public highway, or other road or area to which the public have right of access.
- Vehicles which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road.
- However, vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which take place on, and comply with the normal rules of the road, will be covered.
- Vehicles being demonstrated or delivered under trade plates.
- The transportation of any vehicle or trailer, which contains horses or livestock.
(Please call Customer Services on 08705 722 722* for further advice).
- The transportation of any vehicle which we suspect is loaded over its legal limit.

2. If a breakdown occurs with two or more RAC members in the vehicle, only one member is entitled to call us out, and we are only obliged to respond to the first call out we receive.

3. Any vehicle which is used on a “hire and reward” basis (for example taxis and private hire cars) which shall include for these purposes any passenger travelling in such vehicle (even if the passenger or the driver are members of RAC). RAC can provide cover for such vehicles under the Small Business Service. Please phone 0870 333 2788* for details.

4. It is a legal requirement that vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed on a vehicle and that vehicle requires towing or recovering you will be liable for any costs incurred.

(The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles.)

* Calls may be recorded and/or monitored.

Vehicle Specifications

RAC UK Breakdown assistance is available to members when they are travelling in a car, motorised caravan, van or pickup or car derived van, minibus or motorcycle which complies with the specifications set out below:

	Max Weight (gross)	Max Length	Max Width
Vehicles	3.5 tonnes	5.5 meters (18ft) including tow bar	2.3 meter (7ft 6in)
Caravans / Trailers	3.5 tonnes	7.6 meters (25ft) including tow bar	2.3 meter (7ft 6in)
Vans / Pickups/ Car derived Vans*	3.5 tonnes	5.5 meters (18ft) including tow bar	2.3 meter (7ft 6in)

* Vans, Pickups or Car derived Vans can be covered upon payment of an additional premium.

* Any additional premium will depend on the type of vehicle you are travelling in, but will be no more than £10.00.

Please note this surcharge does not apply to Response members.

Costs

Cover shall not include the following:

1. Any costs incurred without our prior consent. All requests for service must be made directly to RAC.
2. The cost of draining or removing contaminated fuel. We will arrange for your vehicle to be taken to a nearby garage for assistance, but you will have to pay for any work carried out. Any other recovery may be arranged but you will be liable for any additional costs.
3. Specialist equipment costs. We will however arrange for the specialist services if needed, but you will have to pay for any additional costs direct to the contractor.
4. Any costs incurred as a result of you failing to carry a serviceable spare tyre and wheel, or incurred in arranging the removal of a wheel secured by locking wheel nuts when you are unable to provide a serviceable key, appropriate to your vehicle, caravan or trailer.

Please note: Motorised vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits. Assistance in changing a wheel is covered, subject to you carrying a serviceable spare as specified above.

5. The cost of a locksmith (if we are unable to open the vehicle for any reason), bodyglass or tyre specialist. We will arrange for your vehicle to be taken to a nearby garage for assistance but you will have to pay for any work carried out on the vehicle. Any other recovery may be arranged but you will be liable for any additional costs.
6. Vehicle storage charges.
7. The cost of ferry crossings and/or toll fees for the member's vehicle and the return ferry costs and/or toll fees of the accompanying recovery vehicle if required to enable a successful recovery.
8. If a vehicle has been modified from its original manufacturer's specifications in such a way that it requires use of specialist equipment, you are liable for the charges arising out of use of such specialist equipment.
9. If your caravan or trailer breaks down in a way that means it cannot be repaired, we will be unable to recover your caravan or trailer. If this situation arises, we can arrange for the recovery of the caravan or trailer, although you will be responsible for any costs incurred. We would recommend that you always carry a serviceable spare tyre and wheel appropriate to your vehicle, caravan or trailer.

Fair Call scheme

Fair Call was introduced in 1989 to protect the majority of members, ensuring that the highest level of service is always delivered. Only a small percentage of members are affected.

Depending on your type of membership, during each membership year you have the right to call us out to provide breakdown assistance a number of times. We call this your breakdown entitlement.

	Breakdown Entitlement		
	Single	Joint	Family
Personal Based	5 Callouts	6 Callouts	7 Callouts
Basic Cover	1 Callout	2 Callouts	3 Callouts

	One Vehicle	Two Vehicles	Three Vehicles
Vehicle Based	5 Callouts	6 Callouts	6 Callouts

- If you are a Member with five or more completed years your fair call entitlement will increase by an additional two callouts.
- If you change your membership cover, your callout entitlement will be adjusted if appropriate.
- We will let you know when you are approaching your maximum entitlement.
- If you exceed your entitlement you will have to pay additional charges, set by us, and such charge will be no less than £59.00 per callout, payable prior to us providing the Roadside or At Home service only.

Please note: When you have reached your maximum entitlement under Fair Call, you may not change your membership cover within the current membership year and we reserve the right to renew your membership offering a lower breakdown entitlement the following year.

Battery related faults

For battery related faults your membership entitlements are as follows:

- Our initial attendance for a battery related fault is included in your membership entitlement. There is no charge for that attendance.
- The fitting of any parts or batteries purchased by you prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- Our patrol will test your battery at that initial breakdown attendance. If the battery is no longer serviceable and so fails the test you will be advised to replace it.
- If you call us out again and we identify the same fault as a problem caused by the same battery, you will have to pay an additional charge set by us. This will be advised to you at the time of the callout and such charge will be no less than £59.
- You will be invoiced separately for any such additional charges.
- If we do not receive the payment within 14 days of the invoice date your membership will be cancelled without refund.

Payment methods

Acceptable payment methods for RAC membership:

Single Payment

Cheque

- Payment is banked upon receipt.
- Post-dated cheques are not acceptable.

Cash

- Only available for new members from RAC Direct Sales Agents.

Credit/Debit Card

- On enrolment, full payment is taken at the start of your membership.
- At renewal, when you provide us with your credit card details, full payment is taken on or after the renewal date, even if details are provided and applied to the membership before that date.

Continuous Payment

Credit/Debit Card

- With your verbal or written authority, your card details are held on our membership database and payment is taken automatically each year* from your account, on the renewal of your membership, until you advise us otherwise.
- If your card number has changed, we may obtain an updated number from your card provider to enable us to continue to take payment from you with that new number and to continue to provide our services to you.

Direct Debit

- With your verbal or written authority, your bank details are held on our membership records and your account is debited automatically each year* with full payment until you advise us and your bank otherwise.
- On joining and renewal only you can stipulate a preferred collection date**, this being between the 1st and 28th of a month.
- In line with Direct Debit Scheme rules we may be advised of changes to your bank account.
- We will endeavour to update our records to enable us to continue to take payment from you and continue to provide our services to you.

*Or month for Continuous Monthly membership.

**Not available for Continuous Monthly membership.

Variable Direct Debit Instalments

- Payment is taken in four consecutive monthly instalments from your bank account.
- For renewal, payment is taken from your bank account over four consecutive months. On joining or renewal only you can stipulate a preferred collection date, this being between the 1st and 28th of a month.
- An administration charge is applicable for this payment method and will be included in the cost of your membership.
- Payment will continue to be taken each year, until you advise us otherwise.
- Should RAC be unable to collect an instalment, the full outstanding amount becomes payable immediately.

Continuous Monthly Membership

If you elect to pay for your membership as a continuous monthly member please note the following differences to your Terms of Membership:

1. Although you are a monthly member, when the phrase ‘membership year’ is used in this booklet, it refers to each 12-month period (or part thereof) commencing from when you first became a continuous monthly member.
2. Your membership will be paid monthly and you must make each payment by Direct Debit or by using a continuous payment authority on your credit card.
3. Please note that a preferred collection date is not available for continuous monthly membership. Your membership will continue indefinitely until such time as you decide to terminate the membership by giving RAC a minimum of one month’s notice. Your monthly membership fee will be payable during the notice period.
4. You can upgrade your membership at any time but if you upgrade your membership during the membership year you must pay the full annual fee for the extra services. There are no pro rata rates for additional services added to your membership. Any upgrades, downgrades or changes to payment method will be effective at your next monthly payment date provided you have given us at least 14 days notice.
5. The services you receive will be those set out in the Terms of Membership current at the time when you first become a continuous monthly member or at the time you receive any new Terms of Membership from us.
6. We will give you one month’s written notice of any change in cost.
7. For Standard Cover, the discount will be split equally during the 12 months of that year and the appropriate sum will be deducted from your monthly payments during the actual period of your membership during that year.

8. If the service is used between the annual renewal notice and the annual renewal date the no callout discount will not apply and the full amount will become payable in equal monthly instalments.
9. Payment is taken each month by Direct Debit, MasterCard or Visa, with the exception of Switch, Solo, Electron or Amex. An administration charge is included in the price of your membership.

Please note:

- RAC takes no responsibility for any charges or interest incurred where your bank or credit card account is approached for payment but cleared funds are not available.
- In the event that we take a direct debit payment after you have cancelled your membership, we will refund that payment.
- In the event of a change in your bank details there is a risk that we may take payment twice in which case we will refund any money taken in error.
- If you miss a payment we will charge you the full cost of any callout.

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), (Registered No: 01424389), Reg'd Office: 8 Surrey Street, Norwich, NR1 3NG.

RACMS will share the information you provide, together with other information, with our group companies*. We (RAC 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 give 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 described in this notice 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 will charge a small fee) and to 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 break down 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. By returning this (form)(reply slip)(application)(etc) you will be indicating to us and our business partners, your consent to us and them contacting you by mail, telephone, fax, email, SMS/MMS to let you know about any goods, services or promotions of our own, our business partners or other third parties, which maybe of interest to you unless you indicate an objection to receiving such messages by ticking the box.

Sensitive data

By returning this form, you give us consent to use your sensitive personal data e.g. health data for your registration under the Motability Scheme (if appropriate), solely for the purposes for which you submit it.

(*RACMS is part of RAC plc, which includes The British School of Motoring Limited.)

To contact us, write to us at:

Customer Services Department (DP), RAC Motoring Services, FREEPOST 186, PO Box 408, Bristol BS99 7BR.

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.

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 expect. Should you have cause for complaint please contact us and we will work with you to try to resolve your complaint within 28 days.

If you have used our Breakdown service and are dissatisfied with any aspect of the service provided to you, please bring the complaint to our attention as soon as you can (if possible within 28 days of becoming aware of it). This does not affect your statutory rights to take legal action or exercise any other legal remedy.

Please write to us at: Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall WS5 4QZ

If you are dissatisfied with any other aspect of RAC's services please contact us at the following address:

Customer Relations, RAC Motoring Services, Great Park Road, Bradley Stoke BS32 4ZZ

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

For those products and services we provide that are classified as general insurance business, 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:

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 does not affect your right to take legal action against RAC Motoring Services and/or RAC Insurance Limited.
- Should you wish to refer your complaint to the Ombudsman please be aware that you have six months from the date of our final written response in which to do so.
- Please quote your membership number in any communication with RAC.

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are covered by the Financial Services Compensation Scheme (FSCS). If we were 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.

For a compulsory class of cover, you would be covered in full for any claim; for any other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

Further information about compensation scheme arrangements is available on the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN.

What to do if you break down

Call RAC on 0800 82 82 82

Calls may be recorded and/or monitored.

Members with hearing difficulties can contact RAC through our Minicom Supertel unit on 0800 62 63 89 or in the event of a Breakdown can use the SMS facilities on 07855 82 82 82.

When you call, please provide the following information:

- your name
- your RAC Membership number
- your vehicle registration number
- the make and model of your vehicle
- your exact location, including the road you are on, plus the nearest road junction if possible
- the number of the phone you are using

Remember:

- please ring us back (on the free number) if you get going before the Patrol arrives
- only accept help from the Patrol or contractor that has been sent to assist you by RAC
- don't go directly to a garage (even an RAC appointed one); RAC are not obliged to reimburse you if you have had to pay for help which was not arranged by RAC
- recovery service can only be arranged by RAC

Please ensure these terms are kept with the vehicle, should any incident occur.