

# Breakdown & Recovery

Terms and Conditions

RAC



# Contents

1.0 Contact information.....	4
2.0 Your terms and conditions	
Definition of words.....	5
Important information about our services.....	6
Reimbursement.....	6
Urgent message relay.....	6
Additional services.....	6
3.0 Your Cover	
Section A. Roadside.....	7
Section B. At Home.....	7
Section C. Recovery.....	7
Section D. Onward Travel.....	7-8
General Conditions.....	8-9
Misuse of RAC Breakdown.....	9-10
Changes to your details.....	10
Complaints.....	10
4.0 Your Data.....	11

# 1.0 | Contact information

## Contact information

Breakdown: 0330 159 8492, Quote U300

Customer Services: 0330 100 3728 (Monday - Friday, 9:00am - 5:00pm)

TWG Services Limited,  
The Aspen Building,  
Floor 2,  
Vantage Point Business Village,  
Mitcheldean,  
Gloucestershire  
GL17 0AF

motor.admin@thewarrantygroup.com

Hearing assistance: Telephone prefix 18001 to access Tynetalk or text the RAC on 07855 828282

## Telephone charges

Please note that the RAC do not cover the cost of making or receiving telephone calls. Calls to the RAC may be monitored and/or recorded.

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.

## If your vehicle breaks down, please provide the RAC with

1. Your name or policy number and quote U300
2. Identification such as a bank card or driving licence
3. The vehicle's make, model and registration number
4. The exact location of the vehicle - 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/debit card if you need additional services

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

## Remember

Please let the RAC know if you have called the RAC but manage to get going before the RAC arrive.

The RAC will only provide service if the RAC 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.

# 2.0 | Your terms and conditions

## Definition of words

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

**“breakdown”/“breaks down”/“broken down”** means an event during the period of service, 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, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any driver induced fault, flat tyres or any key related issue other than keys locked in **your vehicle**;

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

**“dealer”/“we”/“us”/“our”** means the dealer as shown on the validation form and each of its authorised agents who has arranged this **RAC Breakdown**.

**“caravan”/“trailer”** means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (25 ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

**“driver”/“they”** means **you** or any driver of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

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

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

**“passengers”** means the driver and up to 7 people travelling in the **vehicle**;

**“period of service”** means the length of time for which **your RAC Breakdown** is in force as shown on **your validation form**;

**“RAC”** means the service provider who agrees to provide services under this agreement;

**“RAC Breakdown”** means this agreement that is subject to these terms and conditions together with the **validation form**;

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

**“service”** means the services provided by us under this **RAC Breakdown** agreement;

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

**“TWG Services Limited”** means TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF who administer this **RAC Breakdown**;

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

**“validation form”** means the document entitled **“validation form”** containing important details about this **RAC Breakdown**;

**“vehicle”** means the **UK** registered **vehicle** as shown on **your validation form** and that complies with the following specifications:

1. it is either a car or light van that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide;
2. It is a motorcycle over 121cc and is not a mobility scooter

**“you”/“your”** means the person taking out the **RAC Breakdown** as named on the **validation form**.

# 3.0 | Your terms and conditions

## Important information about our services

- › 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 the **RAC**.
- › This document sets out the provision of **services** between **you** and **us**.
- › **We** will arrange any **services** set out in this document that **you** are eligible to receive. **We** have an arrangement with the **RAC** who will provide these **services** on our behalf. Please note that **you** do not have any rights under the arrangements between **us** and the **RAC**.

## Reimbursement

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

## Urgent message relay

If the **vehicle** has broken down and the driver needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

## Additional services

The **RAC** can provide additional services that are not included in **your RAC Breakdown** but the **RAC** 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. Arrange a second or extended recovery; or
4. Attend for a mis-fuel event or a driver induced fault.

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

# 4.0 | Your Cover

## Section A. Roadside

This RAC Breakdown includes cover for Roadside.

Service provided

If the **vehicle** breaks down within the **UK** more than ¼ mile from **your** home, the **RAC** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **vehicle** at the roadside, the **RAC** will recover the **RAC** and passengers to a destination chosen by the driver up to a maximum of 10 miles from the **breakdown**; and
3. If the **RAC** recover the vehicle to a garage, the **RAC** will reimburse you for taxi costs for passengers to continue the journey to a single destination within 20 miles.

Service not provided

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than the **RAC**;
3. Any **breakdown** resulting from a fault that the **RAC** 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 caravans or trailers if the caravan or trailer breaks down.

## Section B. At Home

This RAC Breakdown includes cover for At Home.

Service provided

The **RAC** will provide the same cover as the “Covered” part of Section A (Roadside) if your **vehicle** breaks down at, or within ¼ mile of, your home.

Service not provided

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

## Section C. Recovery

This RAC Breakdown includes cover for Recovery.

Service provided

If the **RAC** are unable to repair the **vehicle** under Section A (Roadside), the **RAC** will recover the **vehicle** from the **breakdown** location to a single destination chosen by the driver within the **UK**. For long distances the **RAC** may use more than one recovery **vehicle**.

Please note: recovery must be arranged with the **RAC** while the **RAC** are at the scene.

Service not provided

1. Please see the “Not Covered” part of Section A (Roadside), which also applies here;
2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle’s** manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

## Section D. Onward Travel

This RAC Breakdown includes cover for Onward Travel.

If the **RAC** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **vehicle** on the same day, the **RAC** 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; or
2. Overnight accommodation.

### 1. Alternative transport

Service provided

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

# 4.0 | Your Cover

## 2. Overnight accommodation

### Service provided

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

## 3. Assistance in a medical emergency

### Service provided

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

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

### Service not provided

The **RAC** will not assist the driver 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.

## General Conditions

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

1. You must request service directly from the **RAC**.
2. Where the **breakdown** is caused by a component failure this must stop the vehicle 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 vehicle** to a place of repair and **your RAC Breakdown** will not cover this.
3. The **RAC** will not provide service where the **vehicle** is already at a garage or other place of repair.
4. Where the **RAC** deem, acting reasonably, that you requested **service** to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide service.
5. A driver must be with the **vehicle** when the **RAC** attend.
6. **You** are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.
7. Where the **RAC** recover passengers under the age of 16, they must be accompanied by an adult.
8. The **RAC** will not allow animals in their **vehicles**, except guide dogs. Any animals can remain in the **vehicle** at the driver's own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** will not be responsible for any costs relating to animals.
9. The **vehicle** 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.
10. Where the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
11. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
12. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst

## 4.0 | Your Cover

the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** 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.

13. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's services** can be interrupted. They will resume their **service** to you as soon as they can in these circumstances.
14. The cost of the following is not covered by this **RAC Breakdown**:
  - a) specialist equipment;
  - b) ferry charges for the **vehicle** and the **RAC's vehicle**;
  - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. the **RAC** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed 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. The **RAC** will only provide recovery once instructed to do so by the emergency services.
15. In handling any call-out there may be more

than one option available to the driver under this **RAC Breakdown**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with the driver, and act reasonably at all times.

16. This **RAC Breakdown** does not cover:
  - a) routine servicing, maintenance or assembly of the **vehicle**;
  - b) caravan or trailers, except as described under Section A;
  - c) **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;
  - d) **breakdowns** that occur off the public highway to which the driver or the **RAC** have no legal access;
  - e) the **vehicle** 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;
  - f) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If you can demonstrate that the **vehicle** is roadworthy the **RAC** will provide **service**;

- g) any call-out that is or may be affected by the influence of alcohol or drugs;
  - h) any **breakdown** that is caused by or as a result of **vehicle** theft or fire.

17. If the driver is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is the drivers responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

### Misuse of RAC Breakdown

Each driver must not:

1. Behave inappropriately towards the **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the **RAC** into a dishonest or illegal act;
3. Omit to tell the **RAC** important facts about a breakdown in order to obtain service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown** to try and obtain a service under this **RAC Breakdown**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

## 4.0 | Your Cover

If these conditions are not complied with, the **RAC** may:

1. Refuse to provide any services to the applicable driver under this **RAC Breakdown** with immediate effect;
2. Refuse to sell any services to the applicable driver in the future.

The **RAC** may also take any of the additional steps as set out above if any call-out is found to be fraudulent in any way, the **RAC Breakdown** will be cancelled with effect from the date of the fraudulent act, and the fraudulent call-out forfeited. **We** will notify you in writing if the **RAC** decide to take any of the above steps.

### Changes to your details

**You** must let TWG Services Limited know immediately if you need to change anything on your **RAC Breakdown**.

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

All communications from TWG Services Limited, **us** or the **RAC** 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 the **services** relating to this **RAC Breakdown** such as services at or following a breakdown, or the included benefits please contact **us** as follows:

#### Breakdown related Complaints

0330 159 0337

Breakdown Customer Care  
RAC Motoring Services Limited  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

[Breakdowncustomer-care@rac.co.uk](mailto:Breakdowncustomer-care@rac.co.uk)

#### Sales and administration Complaints

0330 100 3247 (Monday - Friday, 9:00am - 5:00pm)

TWG Services Limited,  
The Aspen Building,  
Floor 2,  
Vantage Point Business Village,  
Mitcheldean,  
Gloucestershire  
GL17 0AF

[customer.relations@thewarrantygroup.com](mailto:customer.relations@thewarrantygroup.com)

# 5.0 | Your Data

## Data protection statement

This section provides a short summary of how the RAC collect and use your data. Please refer to the RAC's website at [rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy) for full details of how the RAC 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 the RAC hold about you:

1. Personal data is information the RAC hold on record which identifies you. This may include your name, address, email address and telephone number;
2. The RAC will may also hold data about you that is not personal, for example, information about your vehicle; and
3. A small number of the RAC services require the collection and storing of special categories of personal data. The RAC 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 took out this RAC Breakdown, contact the RAC through social media or make a claim under your RAC Breakdown. The RAC will always need to collect, store and use information about you to be able to provide you with your RAC Breakdown.

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

## How the RAC will use your data

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

## 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](http://rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy) or contact the Data Protection Officer:

1. Call the RAC's Customer Service Team: 0330 159 0337; or
2. Email the RAC: [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk); or
3. Write to the RAC: RAC Motoring Services  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

## RAC Approved Dealer Network

The Aspen Building,  
Floor 2,  
Vantage Point Business Village,  
Mitcheldean,  
Gloucestershire GL17 0AF

Customer Services Telephone: 0330 100 3728  
(Monday - Friday, 9:00am - 5:00pm)

Fax: 0330 100 3330

[rac.co.uk/approved-dealer](http://rac.co.uk/approved-dealer)



RAC Approved Dealer Network is a trademark of RAC Motoring Services and is used with their permission under licence to Assurant. The RAC Approved Dealer Network is administered and operated by the TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, registered number 1883565