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open your mind.

## >> your Motor Insurance Policy

Insurance for your smart





## >> Customer Service

If you have any queries on your policy, or wish to make any amendments to it, please call Customer Services on

0845 603 3330

## >> Motor Insurance Claims Assistance

Claims Assistance provides a range of benefits and services designed to minimise your inconvenience in the event of a claim.

If you need to make a claim, call

0800 587 5797

and explain what has happened.

## >> Breakdown Assistance in Europe

For breakdown and accident assistance in Europe, provided you have purchased these additional covers, call:

Republic of Ireland  
1 800 535 005  
(freephone)

In France or Monaco  
0800 290 112  
(freephone)

All other european Countries  
(\* ) 33 472 43 52 55  
(not freephone)

\* prefixed with one of the dialling codes depending on the country that you are calling from.

For breakdown and accident assistance in Europe please refer to pages 12-24 of your policy book.

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## >> Contract of Insurance

This policy is a contract of insurance between **you** and **us**. The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy booklet;
- information contained on your Statement of **your** Demands and Needs document as issued by us and in **your** application form;
- **your** schedule;
- any clauses endorsed on your policy, as set out in **your** schedule;
- **certificate of motor insurance**;
- any changes to **your** motor insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying your premium, **we** will provide the cover shown on **your** schedule on the terms and conditions of this policy booklet during the **period of insurance**.

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## >> Choice of Law

The law of England and Wales will apply to this contract unless:

1. you and the Insurer agree otherwise; or
2. at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## >> Changes we need to know about

Please tell us immediately if there are any changes to the information set out in the Statement of **your** Demands and Needs or on **your** schedule, or any other changes in your circumstances which might affect your insurance, for example:

- A change to the people insured, or to be insured.
- Motoring convictions for any of the people insured, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Conversion or a change in the way that the vehicle is used.

If **you** are in any doubt, please contact **us**.

When you inform **us** of a change, **we** will tell **you** if this affects **your** insurance, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any claim **you** make.

## >> Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## >> Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact 0845 603 3330 between 8.30am and 6.00pm Monday to Friday and between 9.00am and 2.00pm on Saturday, or write to Daimler Insurance Services UK Limited, Tongwell, Milton Keynes MK15 8BA.

## >> Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later.

If you wish to cancel **your** policy and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to cancel **your** policy and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period you have received cover. There may also be an additional charge to cover the administration cost of cancelling the policy, please refer to **your** terms of business.

To exercise your right to cancel your policy, please contact us:

### **In writing:**

Daimler Insurance Services UK Limited  
Tongwell, Milton Keynes MK15 8BA

### **By phone:**

Telephone 0845 603 3330

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your policy booklet.

You must also return your **certificate of motor insurance** immediately in order to cancel your Policy.

## >> Additional Covers – Refund of Premiums

If **you** have purchased additional cover options with this policy, a refund may not be available on those additional covers unless **your** insurance has not commenced, or **you** remove these or cancel within the 14 day statutory cancellation period.

## >> Definitions

To save lengthy repetition, wherever the following words or phrases occur, they will have the meaning described below:

**Accessories** Additional or supplementary parts of **your car** not directly related to its function as a vehicle. These will include radios and other in-car entertainment, communication equipment and car telephones all of which, however, must form an integral part of the vehicle. Mobile phones which operate independently through their own battery pack are not accessories within this definition. Where **your car** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

**Certificate of motor insurance** A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your car**, what purposes it can be used for and whether you are permitted to drive other cars. The certificate does not, however, indicate the full policy cover and for this you need to refer to the policy booklet. Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate which, from time to time, is that in force and not one which we have withdrawn or which has ceased to be valid.

**Clause** Changes in the terms of your policy. These are shown in your **policy schedule**.

**Excess** The amount of any claim you will have to pay if **your car** is lost, stolen or damaged.

**Fire** Fire, lightning and explosion.

**Green Card** A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

**Market value** The cost of replacing **your car** with one of similar type and condition.

**Period of insurance** The period of time covered by this policy as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

**Policy Schedule** Details of **you, your car** and the insurance protection provided to **you**.

**RAC** RAC, RAC House, Brockhurst Crescent, Bescot WS5 4QZ.

**Territorial limits** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, the Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

**Theft** Theft or attempted theft.

**The insured/you/policyholder** The person or persons described as **the insured** in the **policy schedule**.

**The insurer/we/us/the company** Aviva Insurance Limited, except where otherwise shown for any part of this policy.

**Your car** Any vehicle described in the schedule and any other vehicle for which details have been supplied to us and a **Certificate of motor insurance** bearing the registration mark of that vehicle has been delivered to you and remains effective.

**Your spouse/domestic partner** The partner or husband or wife or civil partner of the policyholder, living at the same address as the policyholder and sharing financial responsibilities. This does not include any business partners or associates.

## >> Policy Cover Index

	Operative sections
Comprehensive	Sections 1,2,3,4a,5,6,7,8,9,10,11,12, 13,14,15,17,18 are operative.
Optional Covers (If selected*)	UK Breakdown Cover; Section 16 applies Physio Fast Cover; Section 4b applies

\* these sections only apply if it says so on your policy schedule

## >> Cover for your Vehicle

### Section 1

#### Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** may, at our option, either:

- Pay for **your car** to be repaired; or
- Replace **your car**; or
- Pay in cash the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your car** while these are in or on **your car** or while in your private garage. **We** will, however, pay for loss or damage to your car's audio equipment, which is away from **your car** or private garage, if such equipment has been designed to be removable or partly removable, cannot function independently of **your car** and has been temporarily removed for purposes of security or maintenance.

The maximum amount **we** will pay will be the **market value** of **your car** but not exceeding your estimate of value shown in our records.

If, to our knowledge, **your car** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

If **your car** is disabled through loss or damage insured under this policy **we** will pay:

- the reasonable cost of protection and removal to the nearest repairers; or
- the reasonable cost of delivery to you after repair but not exceeding the reasonable cost of transporting **your car** to your address in the British Isles; or
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of cover must commence within 48 hours after your car was damaged and excludes fuel cost, parking fees or fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150. You will need to produce receipts in order to claim for this. If your car is stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

## New car replacement

We will replace **your car** with a new car of the same make and specification (if one is available in the UK) if within 12 months of you or your partner buying the car from new:

- any repair cost or damage covered by the policy exceeds 60% of its United Kingdom list price (including VAT) at the time of purchase; or
- **your car** is stolen and not recovered.

### Replacement is subject to:

- **your car** being owned by you or your spouse/domestic partner or having been purchased by either of you under a hire purchase agreement (any car the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- the agreement of any interested hire purchase company;
- **you** or your spouse/domestic partner being the first registered owner of your car.

## >> UK Accident Recovery

If your car is not safe to drive after an accident, phone us and we will arrange for someone to come out and help you (Transport for **you** and your passengers home or for the completion of **your car** journey).

If your car cannot be made roadworthy within a reasonable time, we will take it to an approved repairer. We can take your car to a repairer of your choice if it is nearer, but this may lead to delays in arranging for repairs to your car.

Our employees and contractors will use reasonable care and skill when providing the accident recovery service. However, they can cancel services or refuse to provide them if, in their opinion, your demands are excessive, unreasonable or not practical.

## >> Excesses

### Voluntary excess

If an excess amount is shown in the Schedule, you have agreed to pay that amount (which otherwise the insurer would have paid) for each incident of loss or damage. The amount is in addition to any compulsory excess.

### Compulsory excess

If your car is being driven by, or is in the charge of, any one of the following you will be responsible for the first part of any loss or damage as shown. These excesses apply in addition to any other voluntary or other compulsory excesses that may apply:

	<b>Excess</b>
a. standard excess	<b>£250</b>
b. a driver under 21 years old	<b>£250</b>
c. a driver of 21 or over but under 25	<b>£150</b>
d. a driver of 25 or over who holds a provisional licence to drive the vehicle, or has held for less than one year a full UK or E.C. licence to drive the vehicle	<b>£150</b>

If you are only claiming for loss of or damage to the glass in your car's windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the excesses under a, b, c and d above will not apply. You will, however, have to pay the first £50 of the cost of glass replacement. This excess for glass:

- Will not apply when the glass is repaired rather than replaced;
- Overrides any other general excess that would otherwise apply to glass claims.

### Excess Waiver

Where **your car** has comprehensive cover and the driver of **your car** is involved in an accident caused by an uninsured motorist, **we** will refund the amount of any excess which has been paid.

**You** must provide us with:

- vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details

This promise only applies where the driver of **your car** was not at fault for the accident.

## >> Exceptions to Section 1 of your policy

Your policy does not cover the following:

1. Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
2. Loss or damage arising from theft whilst the ignition keys of your car have been left in or on the car.
3. Damage to tyres by braking or by punctures, cuts or bursts.
4. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. Loss of value following repair.
6. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

- i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- ii) such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

### Liability of other persons driving or using your car

On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

- Any person **you** give permission to drive **your car** provided that your certificate of motor insurance allows that person to drive;
- Any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes;
- Any passenger travelling or getting into or out of **your car**;
- The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes permitted under the policy, except that we shall not be liable where:
  - The vehicle belongs to or is hired by such employer or business partner;
  - The insured is a corporate body or firm.

### Legal personal representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

### Legal costs

**We** will pay:

- the fees of legal representatives **we** instruct to represent anyone **we** insure under this section at a coroner's inquest or fatal accident inquiry or to defend any proceedings in a court of summary jurisdiction;
- fees for legal representatives **we** instruct to defend anyone **we** insure under this section when proceedings are taken for causing death by dangerous or careless driving.

**We** will only pay these legal costs if they relate to an incident which is covered under this section.

## >> Liability to Third Parties

### Section 2

#### Your liability

**We** will insure **you** for all amounts which you may have to pay as a result of **you** being legally liable for:

- a) a person's death or injury
- b) damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause as a result of an accident caused by:
  - **your car**;
  - any other car driven by **you** in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that your certificate of motor insurance indicates that **you** can drive such vehicle;
  - any trailer while it is being towed by **your car**.

In respect of terrorism, where **we** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your car** or cars driven or used by **you** or any other person and for which cover is provided under this section will be:

## >> Exceptions to Section 2 of your policy

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
2. to death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
3. in respect of loss of or damage to property belonging to or in the care of anyone we insure who claims under this section.
4. in respect of damage to any car where cover in connection with the use or driving of that car is provided by this section.
5. to any loss, damage, injury or death occurring whilst your car is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts.
6. to any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event, except to the extent that we are obliged by the Road Traffic Acts to provide insurance, to any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with the any of the following, whether or not contributed to by any other cause or event:

- i) Terrorism is defined as any act or acts including, but not limited to:
    - the use or threat of force and/or violence and/or
    - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
  - ii) Any action taken in controlling, preventing, suppressing or in any way relating to i) above. In respect of exception 6. above where we are obliged by the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:
    - £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause: or
    - Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
7. Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered under the Road Traffic Act.

For the purposes of this Exclusion pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

## >> Additional Covers

### Section 3

#### 'Personal Accident' Injury to you or to your spouse/ domestic partner

If **you** or **your** spouse/domestic partner suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other private car, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay to the injured person, the limit shown in your policy schedule if, within three months of the accident, the injury is the sole cause of:

- death;
- irrecoverable loss of sight in one or both eyes;
- loss of any limb.

The most **we** will pay any one person after any accident is £10,000.

The most **we** will pay any one person during any one **period of insurance** is £20,000.

If **you** or **your** spouse/domestic partner have any other policies with us in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

#### >> Exceptions to Section 3 of your policy

This personal accident insurance does not cover:

1. corporate bodies or firms.
2. death or bodily injury arising from suicide or attempted suicide.

## >> Medical expenses and Physio Fast

### Section 4

If **you**, or any other person in **your car**, are injured as a direct result of your car being involved in an accident, **we** will pay the following:

#### a) Medical expenses

The medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £250.

#### >> Exceptions to section 4a of your policy

Any physiotherapy treatment.

#### b) Physio Fast

The cover and service under this heading only applies if it is shown on **your** policy schedule.

Treatment from a chartered physiotherapist **we** have appointed who believes treatment will help **your** recovery. The most **we** will pay for each injured person is £400.

A driver confidence session of 2 hours (including travelling time) with a professional driving instructor **we** have appointed for the person driving **your** car at the time of the accident.

#### >> Exceptions to section 4b of your policy

- **we** will only cover treatment approved and provided by a chartered physiotherapist **we** appoint under this section of the policy.
- physiotherapy will end once the physiotherapist believes any further treatments will not benefit you or if the limit under this section has been reached, whichever happens first.
- **we** will only cover a driver confidence session with an approved instructor **we** appoint under this section of the policy.
- driver confidence is limited to one session per accident.
- the person driving must be entitled to drive as shown on your current Certificate of motor insurance.

## >> Counselling

### Section 5

**We** will pay reasonable costs of any professional counselling recommended by a qualified medical practitioner for any person being carried in your car who suffers emotional or psychological stress as a result of being a victim of theft of your car, which results in death or injury or causes that person to believe that they were in danger of death or injury. You must obtain our agreement and approval of the counsellor before any treatment commences.

The most **we** will pay is £1,500.

What is not covered

- any incident not reported to the police or for which a crime reference number has not been obtained.
- physical assault or threatening behaviour by a partner, relative or any other person known to you or to the person driving your car.
- any counselling costs incurred without our prior agreement.

## >> Personal belongings and child seat cover

### Section 6

#### Personal belongings

We will pay you (or, at your request, the owner) for the value of loss or damage caused to personal belongings by fire, theft or an accident while the belongings are in or on your car.

The maximum amount payable for any one incident is £500 subject to you making a claim under Section 1 of your policy.

#### Child seat cover

If you have a child seat fitted in your car and your car is involved in an accident or damaged following fire or theft we will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to you making a claim under Section 1 of your policy.

### >> Exceptions to section 6 of your policy

We will not pay for loss of or damage to the following:

- money, stamps, tickets, documents or securities (such as share and premium bond certificates);
- goods or samples carried in connection with any trade or business.

## >> Payments made under compulsory insurance regulations and rights of recovery

### Section 7

If the law of any country in which this policy operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

## >> Emergency treatment

### Section 8

**We** will reimburse any person using any vehicle which is covered under this policy for payments made under the Road Traffic Acts for emergency treatment.

A payment made under this section will not prejudice your No Claim Discount.

## >> No Claim Discount

### Section 9

If you do not make a claim under your policy, we will increase your No Claim Discount when you renew your policy in line with the scale we apply at that time.

If more than one car is insured by this policy, the No Claim Discount will be applied as if a separate policy had been issued for each car.

No Claim Discount is not earned under a policy issued for less than 12 months.

If we consent to a transfer of this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

## >> Uninsured Driver Promise

### Section 10

If the driver of your car is involved in an accident caused by an uninsured motorist, we will agree to allow the No Claim Discount, even when we are unable to make a recovery, subject to you being able to provide:

- The vehicle registration and the make/model of the car; and
- The drivers details.

This promise only applies where the driver of your car was not at fault for the accident.

## >> Glass in windscreen, sunroof or window

### Section 11

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of your car (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice your No Claim Discount.

## >> Courtesy Car

### Section 12

After an accident covered by your policy, and if your car is repaired by an approved repairer, a small 1.0L, 3-door car will be provided whilst your car is repaired. If your vehicle cannot be repaired or has been stolen, **we** will arrange for a standard hire car for up to 14 days or up until your settlement cheque is received (whichever is the earliest).

## >> Upgraded Cover

In the event that your vehicle is stolen and/or not recovered, or if we decide not to repair it, **we** will arrange for an upgraded hire car for you for up to 14 days or up until your settlement cheque is received (whichever is the earliest).

**We** will only supply a courtesy car if we accept your claim.

This cover, if purchased will be shown in your Policy Schedule.

## >> Continental use/compulsory insurance requirements

### Section 13

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- Any country which is a member of the European Union;
- Any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 3 (1) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the policy schedule in any country in the territorial limits, subject to:

- **Your car** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- Use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

### Cover includes:

- Transit by sea, air or rail in or between countries within the territorial limits;
- Reimbursement of any customs duty **you** may have to pay after temporarily importing **your car** into any country within the territorial limits, subject to your liability arising as a direct result of a claim covered under this policy;
- General average contributions, salvage charges and sue and labour charges whilst your car is being transported by sea between any countries within the territorial limits, provided that **your car** is covered for loss or damage under this policy.

## If you take your car abroad

All countries within the territorial limits have agreed that a Green Card is not necessary for cross border travel. Your **certificate of motor insurance** should, therefore, provide sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit. There is no cover for countries outside the territorial limits. **We** may, however, be prepared to extend cover to certain countries on request, in which case **we** will provide **you** with a Green Card and an additional premium will be required.

If **you** want to extend your cover, please contact customer services on 0845 603 3330.

## >> Replacement locks

### Section 14

If the car keys or lock transmitter of **your car** is lost or stolen **we** will pay for the cost of replacing:

- the door locks and/or boot lock;
  - the ignition/steering lock;
  - the lock transmitter and central locking interface,
- provided that **you** can establish to our satisfaction that the identity or garaging address of **your car** is known to any person who is in possession of your keys or transmitter.

Your No Claim Discount will not be disallowed solely as a result of a claim under this section.

## >> Breakdown assistance

### Section 15

Section A only applies if UK Breakdown assistance is shown on **your** policy schedule. Section B is provided as standard.

### Definitions

Below are certain words that have a specific meaning in this section and wherever these words appear they have the following meaning:

**"Accident"** means an accidental crash immobilising the insured vehicle.

**"Breakdown"** means unforeseen mechanical or electrical failure during the **period of cover** in the UK or the Territory which has either immobilised **your** vehicle or made it unsafe to drive.

**"Collision Damage Waiver"** means if a hire car is damaged during the hire period you could be liable for the equivalent of the first £150 – £550 (approximately) and have **your** credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The Collision Damage Waiver covers the amount above the **excess**.

**"Claim"** means a call/claim for assistance under this policy.

**"Fulfilment Material"** means the confirmation of policy coverage provided to **you** by **us** or on **our** behalf.

“**Home**” means **your** permanent residence in the United Kingdom.

“**Period of Cover**” means the period stated on your motor insurance policy schedule.

“**Policy**” means your Mercedes-Benz breakdown assistance as set out in this document.

“**Resident of the United Kingdom**” means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

“**Specialist Equipment**” is equipment not carried by RAC patrols or RAC contractors and includes but is not limited to winching and specialist lifting equipment.

“**Territory**” Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine.

“**The Party/Your Party**” means the persons (including **you**), travelling with **you** in the vehicle.

“**United Kingdom/UK**” means England, Scotland, Wales, Northern Ireland and for the purpose of this document includes Jersey, Guernsey and the Isle of Man.

“**Vehicle**” means the vehicle specified in the Fulfilment Material being eligible to receive services under this policy.

“**Vehicle Licensing Agency**” means the Driver and Vehicle Licensing Agency (DVLA), Swansea SA6 7JL responsible for registration of vehicles in the UK and the equivalent authority in Northern Ireland for vehicles in Northern Ireland. Or the Isle of Man Department of Transport for customers living in the Isle of Man.

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

“**You/Your**” means the person or persons named on the policy/related motor insurance policy in the Fulfilment Material when driving the vehicle, or any other person driving the vehicle with the owner’s consent.

## Section A

### UK Breakdown Assistance

The cover and service explained in this section only applies if it is shown in **your** schedule.

#### How to obtain assistance in the UK

If **you** are unfortunate enough to break down please follow these simple steps:

- Call the appropriate number stated in the table below.
- Have to hand **your** policy number and vehicle registration.

- Advise the operator of the location of **your** vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make **your** own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK – 0800 056 8806 (Freephone)

The telephone numbers are correct at the time of printing (November 2011).

**Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.**

#### Services in the UK

Cover applies to Vehicles registered with the relevant Vehicle Licensing Agency only.

#### Roadside

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a breakdown to your vehicle, we will send an RAC patrol or contractor to help **you**.

**We** will try to repair **your** vehicle at the roadside.

Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the vehicle is taken).

If **we** cannot repair the vehicle at the roadside or if **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take the vehicle and up to 8 people to a destination of **your** choice within 10 miles of the scene of the Breakdown. If **you** have no preferred destination, **we** will take the vehicle to a nearby garage. If **you** wish the vehicle to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance.

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).

#### Roadside does not cover:

- Breakdowns which would be prevented by routine servicing of **your** vehicle.
- Routine servicing of the vehicle.
- Any labour other than that incurred at the roadside including, without limitation, garages.
- Replacing tyres or windows.
- Missing or broken keys. **We** will try to arrange the services of a locksmith but **you** will have to pay for them.
- The cost of ferry crossings, road toll and congestion charges.
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- Vehicles, which in the reasonable opinion of **our** patrol or contractor, had broken down or were unroadworthy before **you** took out **your** policy.

- Vehicles, which break down within 1/4 mile of **your** home address or where **you** normally keep the vehicle.
- Contaminated fuel problems. **We** will arrange for **your** vehicle to be taken to a local garage for assistance, but **you** will have to pay for the work carried out.
- The cost of parts, fuel or other supplies.
- Any vehicle storage charges incurred when **you** are using **our** services.
- Breakdown caused by or following an accident, fire, theft or act of vandalism. In these circumstances please call the Daimler Insurance Assistance claims line. If **you** call RAC for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your** insurance policy, **you** can then reclaim these costs through **your** insurance).
- The tow or transport of any vehicle, which, in **our** reasonable opinion, is loaded beyond its legal limit.
- Any vehicle in a position where **we** cannot work on it or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.
- Any animals in **your** vehicle, please note that their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

## Recovery

Recovery has the same terms and conditions as Roadside but with the following variations:

If **we** cannot get **your** vehicle repaired locally within what **we** deem to be a reasonable time, **we** will take the vehicle and up to 8 people home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

**You** can use Recovery if **you** are ill, and there are no passengers who can drive the vehicle, so that **you** cannot continue **your** trip. **You** must show **us** a doctor's medical certificate confirming **your** inability to drive (in these cases, **we** will provide this service as **we** see fit).

Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

### Recovery does not cover:

- Any vehicle which in **our** reasonable opinion was broken down or unroadworthy at the time **you** took out **your** policy.
- The use of Recovery as a way to avoid paying repair costs.
- A second Recovery if:
  - a) the original fault has not been repaired properly by a party other than RAC;

- a) RAC have advised **you** that it is a temporary repair; or
- b) the desired destination cannot accept the vehicle due to company opening hours or other restrictions.

If a second Recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- Service within 24 hours of commencement of this policy.

## At Home

At Home has the same terms and conditions as Roadside but with the following variations:

At Home allows **you** to use Roadside within 1/4 mile of **your** home address or where **you** normally keep the vehicle.

At Home does not cover:

- The rectifying of failed or attempted repairs.
- The reimbursement of taxi fares.
- Service within 24 hours of commencement of this policy.
- Recovery of the vehicle.

## Onward Travel

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 the vehicle repaired locally:

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

**You** can use the Onward Travel benefits from **your** home address or within a 1/4 mile of **your** home address. This excludes incidents where **we** have been called to rectify failed repairs.

## Replacement car hire

**We** will pay for:

- Up to one day's hire cost of a manual car of similar cubic capacity to **your** vehicle up to 1600cc if **your** vehicle is being repaired.
- Insurance (including Collision Damage Waiver).

Replacement car hire is subject to availability and **our** supplier's terms and conditions, which will usually include:

- Age limits. Drivers must be at least 21 years of age.
- The need to have a current driving license, and, if held, a driving license photo card, with **you**.
- Limits on acceptable types or numbers of motoring offence penalties and/or penalty points endorsed on **your** driving licence.

- 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, be recovered under Recovery with **your** broken down vehicle.

After taking a fair and reasonable view of the circumstances, **we** may decide that a hire car is not a practicable solution, and hotel accommodation or alternative transport will be provided instead.

If **you** require a second or any other type of vehicle **we** will try to arrange this for **you**, **you** will have to pay for any additional costs.

#### Alternative transport

**We** will reimburse **you** for standard class rail or other transport of **our** choice for up to 8 people to reach the end of their journey within the UK. **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 8 people in a hotel of **our** choice.

**We** will pay up to £150 a person or £500 for each party 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:

- Other charges arising from **your** use of the hire car, 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 (**you** must settle these charges directly with the supplier).
- A second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party other than RAC or if **we** have advised **you** that it is a temporary repair.
- 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.

- Service within 24 hours of commencement of this policy.
- Any of the Onward Travel benefits, as stated above, before **our** attendance of the breakdown incident.
- Any of the Onward Travel benefits, as stated above, if the vehicle is not displaying a valid excise licence.

#### Any Private Car

In addition to **your** vehicle this policy extends Roadside and At Home cover to any private car the policyholder is travelling in, either as the driver or as a passenger.

## Section B

### European Breakdown Assistance

#### How to obtain assistance abroad

##### 1. European Motoring Assistance

European Motoring Assistance applies to vehicles registered with the relevant Vehicle Licensing Agency and operates throughout the Territory.

To obtain help in the event of a breakdown, accident, fire or theft, or if the only qualified driver is medically unfit to drive, please call the RAC control centre listed under **2** below and state that the vehicle has European Motoring Assistance and give the following information:

- **Your** name.
- **Your** manufacturer name.
- **Your** location and telephone number – if **you** are on a MOTORWAY see also note **3** below.
- The make and registration number of the vehicle.

##### 2. Please call:

UK	0800 056 8806	Freephone
France & Monaco	0800 290 112	(freephone within France and Monaco only)
	0472 43 52 55	(pay call)
Republic of Ireland	1 800 535 005	(freephone)
Rest of Europe	00 33 472 43 52 55	(pay call)
Serbia and Montenegro	99 33 472 43 52 55	(pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	810 33 472 43 52 55	(pay call)

The telephone numbers are correct at the time of printing (November 2011).

If **you** are calling from a UK mobile phone, **your** network provider may not allow **you** to call a freephone 1800 number. Please check with **your** service provider prior to travelling. Customers who are affected can contact **us** on 00 44 800 1079058. **Your** network provider may charge **you** for this call.

**Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282. These services are not available outside of the United Kingdom.**

### 3. Breakdowns on Motorways

On continental motorways (including service areas) **you** MUST use the roadside emergency telephones. **You** cannot call RAC control centres from these. **You** will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix the vehicle – contact RAC using the numbers at **2** above as soon as **you** can, if possible from the recovery company's depot.

**You** may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. **You** should obtain a receipt to claim a refund on **your** return home.

#### Mobile and car phones

RAC will not re-imburse the cost of any telephone calls **you** make in connection with any Breakdown under this policy (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

There is an overall limit of £2500 per claim applied to Claims relating to the European Motoring Assistance level of cover.

#### Service in the UK en route

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs or home
Journey continuation	Replacement vehicle to a maximum of £750

#### Service while abroad

Benefit	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs
Spare parts dispatch	
Additional accommodation expenses	£35 per person per day up to £400
Journey continuation or return home	Maximum of 14 days' car hire or second class rail fare
Replacement driver	
Vehicle break-in, emergency repair	£175
Accidental damage to or loss of tent	£35 per person per day
Urgent message relay service	
Vehicle repatriation to United Kingdom	Limited to the value of the vehicle being contained within UK Glass's guide or other appropriate industry standard used by RAC
Customs claims indemnity	

#### Service after return home

Benefit	Limitation
Collection of vehicle left abroad for repair	£600

### Services whilst abroad

#### Service in the UK

Service in the UK is provided under the terms of **your** current UK product. This product does not cover service in the UK except as expressly contained in this document.

#### Service in the UK en route to the Territory

If **you** are stranded on a public highway through Breakdown of **your** vehicle on the outward journey from home to **your** point of departure from the UK or on the inward journey from **your** point of entry to the UK, to home, **we** will provide services as if **you** were abroad.

In addition **we** will pay towards the cost of self-drive hire car including Collision Damage Waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms **your** vehicle

cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

### **Service whilst abroad**

**You** are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

### **Roadside assistance**

In the event of a breakdown **we** will pay for the following subject to the limitations for each section as described in the following terms and conditions:

#### **We will pay for:**

1. Attendance of local breakdown or garage services to repair the vehicle at the roadside if possible; or
2. Tow of the vehicle from the place of breakdown or Accident to the nearest local repairer where **you** may arrange repairs and either:
  - a) a contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable the vehicle to continue the journey on the date of breakdown; or
  - b) inspection fees, in the event of a breakdown, to confirm that the vehicle cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this; and
3. Storage charges for the vehicle while awaiting repair or repatriation; and
4. The cost of wheel changes but not for replacement tyres.

#### **We will not pay for:**

- Any labour costs other than those incurred at the roadside. **We** will not pay labour costs at any garage to which the vehicle is taken other than under paragraph 2 above; or
- repair costs, including labour, if the vehicle was in a road traffic Accident, damaged by fire or stolen or is, in **our** reasonable opinion, uneconomical to repair; or
- the cost of parts used for roadside or garage repairs; or
- the cost of any repairs not directly necessary to enable the vehicle to continue the journey on the date of the breakdown; or
- the cost of any other supplies, including but not limited to Specialist Equipment.

**If the appropriate RAC control centre can confirm repairs to the vehicle will take more than 12 hours of being notified of a breakdown, or if it is to be repatriated to the United Kingdom, then we will pay for either:**

#### **a) Additional accommodation expenses**

**We** will pay up to £35 per person per day up to £400 towards necessary additional (not alternative)

accommodation expenses (room only) while **you** wait for **your** vehicle.

**We** will not pay for the costs of meals and any other costs that are not specified above.

Or

#### **b) Journey continuation or return home**

A contribution (restricted up to the total claims limit) to travel expenses to allow **you** to either:

- Continue the planned journey during the period **your** vehicle is not roadworthy.
- Return home by a direct route.

Expenses can comprise of self-drive car hire up to 14 days per claim, including Collision Damage Waiver and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

RAC will in its reasonable discretion decide which course of action to adopt, but RAC will take into consideration **your** preference.

**You** must collect the vehicle when repaired as once the vehicle is repaired and **you** have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if **your** vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if **your** vehicle is recovered in a roadworthy condition.

#### **We will not pay for:**

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.
- The cost of any car hire beyond the period agreed with the appropriate RAC control centre.
- Any car hire expenses after **your** vehicle is repaired except for the direct journey to return and collect it.
- First class rail fares.
- Any costs under this benefit if they are for a service **you** used at the same time as the above section "Additional accommodation expenses."
- International drop charges where a vehicle hired from abroad is dropped within the UK.
- The costs of hiring a motorcycle.
- Any hire costs not arranged through RAC or agreed by RAC.

**You** will have the following cover if RAC can confirm that repairs cannot be completed by **your** planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the UK market value of **your** vehicle according to Glass's guide or other appropriate industry standard used by RAC.) Cover is available for either:

### a) Vehicle repatriation

**We** will pay for the cost of taking the vehicle by road transporter from abroad to **your** home or chosen UK repairer for repair in the UK.

**We** will also pay the costs of packing and freighting **your** baggage if the vehicle is declared a 'write-off' by the vehicle's insurers.

When repatriation is authorised it normally takes 10–14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the vehicle has been fitted with a roof box or bicycle rack, **you** must remove and place it inside the vehicle. The roof box keys need to be left with **your** vehicle keys.

#### **We will not pay for:**

- Claims for any repatriation not authorised by the appropriate RAC control centre.
- The cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of **your** vehicle according to Glass's guide or other appropriate industry standard used by RAC.
- The cost of repatriation if **your** vehicle is roadworthy.
- Any claim if **your** vehicle is being repatriated and Customs in any country find its contents are breaking the law.
- Any further costs in connection with the vehicle once declared a write-off by **us**.

Or

### b) Collection of vehicle from abroad

**We** will pay the following costs up to £600 for one person to collect **your** vehicle, repaired abroad after a breakdown:

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

#### **We will not pay for:**

- First class rail fares.
- The cost of any meals.
- The costs of more than one person.

**Note:** The appropriate RAC control centre will, after taking a fair and reasonable view, decide whether **your** vehicle should be repaired abroad for **you** (or someone nominated by **you**) to return and collect.

### Authority for repatriation or repair

If **your** vehicle is not able to be driven due to a road traffic accident, fire, break-in or theft, any damage which **you** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **Your** insurers must decide whether to declare the vehicle is a write-off, authorise repair abroad or have the vehicle repatriated. **We** cannot repatriate the vehicle unless **your** insurers first give their permission.

**We** also reserve the right to negotiate with them to reclaim costs incurred. If **your** insurers cannot or do not give permission to repatriate then it is **our** decision alone whether to declare the vehicle a write-off, or repatriate or repair locally a vehicle which cannot be driven as a result of a breakdown, or as a result of a road traffic accident, fire or theft, for which **you** do not have fully comprehensive cover.

#### **Additional services**

**We** will pay for the costs of providing the following if applicable:

- Vehicle break-in, emergency repairs.

#### **We will pay:**

The cost of immediate emergency repairs necessary to make **your** vehicle secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry, up to £175, provided **you** report the matter to the police either before contacting **us** or within 24 hours of contacting **us**, and **you** have obtained a written report from the police.

#### **We will not pay for :**

- The cost of repairs if they are not to make **your** vehicle secure and for the reasons stated.
- Any repair costs if **you** do not obtain a police report and submit it with **your** claim.
- Repatriation benefits as described under the section entitled 'Vehicle repatriation.'

#### **Spare parts dispatch**

If as a result of a breakdown **your** vehicle needs parts but these are unavailable locally **we** will pay for:

- Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
- The fare for one person to collect parts from the appropriate railway station or airport.

#### **We will not pay for:**

The cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.

## Accidental damage to or loss of tent

### We will pay:

A contribution to accommodation expenses of up to £35 per person per day if during the Period of Cover **you** are camping and **your** tent is damaged accidentally making it unusable, or it is stolen. Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If **your** tent is stolen **you** must report the theft to the police within 24 hours and obtain a written report.

### We will not pay for:

- The cost of meals or any other costs that are not specified above.
- Damage caused by weather conditions.
- The cost of a replacement tent not authorised by **us**.
- Any costs if **your** tent was stolen and **you** do not report the theft to the police within 24 hours and obtain a written report.

## Urgent message relay service

### We will pay for:

The cost of relaying urgent messages from the appropriate RAC control centre to **your** immediate relatives or close business associates if the vehicle cannot be driven because of breakdown, accident or fire or it is stolen.

### We will not pay for:

- The cost of non urgent messages or messages to persons not described in the previous paragraph.
- The cost of relaying any urgent message not arranged through the appropriate RAC control centre.

## Replacement driver

### We will pay for:

The cost of providing a replacement driver to drive **your** vehicle and **your** party to **your** destination or home, if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

### We will not pay:

- Replacement driver cost if there is another qualified driver in the party who is fit to drive.
- More than one claim per journey abroad.

## Customs claims indemnity

**We** will pay for Continental or Irish Customs claims for duty if:

- a) the vehicle is beyond economic repair as a result of fire or theft abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- b) it is stolen abroad during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0870 5 49 33 20 (Calls may be recorded and/or monitored) Monday-Friday 9am-5pm.

**We** will not pay any import duties not relating to the vehicle.

## Policy requirements and limitations

### Sections A and B

#### Credit card details

**We** will require **your** credit card details if **we** arrange a service for **you** which is not covered by the terms and conditions or if it exceeds the limits set out in the part entitled "Terms and Conditions". If **you** do not provide **Us** with **your** credit card details RAC will not be able to provide certain services which will be notified to **you** when credit card details are requested.

#### Caravans and trailers

The vehicle restrictions in this policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6m. If the vehicle which has suffered a breakdown is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this policy.

**We** do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of breakdown or accident damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

#### Unforeseeable losses or events

Except in relation to any claim **you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

**We** do not guarantee the provision of any of the benefits under **your** policy, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your** party behaves in a threatening or abusive way to any persons providing service under this policy.

#### Taxi Bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **We** may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **us** and **we** will reimburse **you**.

#### Vehicle condition

**Your** vehicle must be roadworthy and in good mechanical condition when **you** apply for cover and **you** must keep it in that condition.

## Fraud

If any claim is found to be fraudulent in any way **your** policy will be cancelled immediately and all claims forfeited.

## Section A only

### Battery related faults

For battery related faults **your** policy entitlements are as follows:

- RAC's initial attendance for a battery related fault is included in **your** policy's entitlement.
- 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.
- RAC 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 a condemned (non serviceable) battery is not replaced, **we** may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.

## Section B only

### Motor insurance

RAC European Motoring Assistance is not motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking **your** vehicle abroad. If **you** do not, **your** motor insurance policy may only cover **you** for damage **you** might cause to other people or their property (third party cover). This means that **you** would not be covered for any loss or damage to **your** vehicle. **Your** insurers will also need to know if **you** are towing a caravan or trailer.

### Travel insurance

Please be advised that although **your** policy provides European Breakdown and Accident Assistance cover, it does not replace the need for adequate travel Insurance when travelling abroad.

### Service providers

Unless the services are provided by RAC patrols or contractors acting on **our** instructions and on **our** behalf, **we** do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose emergency services **we** arrange on **your** behalf and/or pay for under European Motoring Assistance – they do not act as **our** agents or subcontractors and **we** do not accept responsibility for their acts or omissions. **You** should check that any repairs to **your** vehicle are carried out to **your** reasonable satisfaction.

## Availability of service in Eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in Eastern European countries but this may not necessarily be to the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc.

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions, for which RAC cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office – [www.fco.gov.uk](http://www.fco.gov.uk); or by telephoning The FCO Travel Advice Unit on: 0845 850 2829.

### Important self-drive hire car information

**We** will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, **your** vehicle, if there is one available. If **you** were travelling in an MPV or similar vehicle **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your** Party. Otherwise, **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your** cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

**Your** credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If **you** leave a hire car at a different location to the one arranged by the RAC control centre **you** must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the Collision Damage Waiver (CDW).

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete **your** journey. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of **your** journey.

**We** cannot guarantee a hire car will be available.

**We** cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars,

4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

**We** will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with **your** pre-booked ferry, etc. **You** may have to collect a hired vehicle from the nearest available place of supply.

#### Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact **your** local Department of Transport Area Office for details.

#### Repayment of credit

**You** must pay back to Us on demand:

- any costs **we** have paid for which **you** are not covered under **your** policy
- the cost of any spare parts supplied.

#### Spares dispatch

After **you** have asked the appropriate RAC control centre to dispatch parts **you** are responsible for paying for them in full, even if **you** later obtain them locally.

**We** will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

### >> Exceptions to Section 15 of your Policy

In addition to any limits and exclusions noted elsewhere in this policy, **we** will not cover:

1. Costs for anything which was not caused by the incident **you** are claiming for.
2. Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.
3. 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 takes place on, and comply with the normal rules of the road will be covered.
4. Any claim if the vehicle suffers a breakdown at a motor traders premises, garage or premises offering vehicle repair.

5. The cost of all parts, garage, labour or other costs in excess of **your** policy limits set out in the part entitled "Terms and Conditions". Please note these costs in the Territory are likely to be higher than in the UK.
6. Loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc).
7. Any incident affecting a vehicle hired under the terms of this policy.
8. Routine servicing of **your** vehicle.
9. The cost of a glass 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.
10. The cost of a locksmith if **you** lose, break, or lock **your** keys in **your** vehicle. If **we** are unable to open **your** vehicle, **we** will arrange for a locksmith to attend where available, but **you** will be responsible for the costs. If a locksmith is not available, **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.
11. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - b) Terrorism  
Terrorism is defined as any act or acts including, but not limited to:
    - i) the use or threat of force and/or violence; and/or
    - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and /or radiological means caused or occasioned by any person(s)

or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

- c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
- 12. Any claim caused directly or indirectly by the overloading of **your** vehicle and/or any caravan or trailer.
- 13. Any claim as a result of vehicle breakdown due to:
  - a) running out of oil or water;
  - b) frost damage;
  - c) rust or corrosion;
  - d) tyres which are not roadworthy;
  - e) using the incorrect fuel.
- 14. Any claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
- 15. Any claim where **your** vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence valid for use in the United Kingdom.
- 16. Any claim which **you** have made successfully under any other policy of insurance held by **you**. If the value of **your** claim is more than the amount **you** can get from **your** other insurance **we** may pay the difference subject to these policy limits and exclusions.
- 17. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake.
- 18. Any period outside **your** Period of Cover.
- 19. Any vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4x4 sport utility vehicle and provided that the vehicle conforms to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);

- b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).

The vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6m. If the vehicle which has suffered a breakdown is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the vehicle to a single destination. Other than as set out above caravans and trailers are not covered under this policy.

If the vehicle requires repatriation **we** will arrange for repatriation of the caravan or trailer as well.

- 20. Any claim by **you** unless **you** are resident of the United Kingdom and the vehicle is registered with the relevant Vehicle Licensing Agency.
- 21. Any vehicle carrying more persons than recommended by the manufacturer, up to 8 person's maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during vehicle construction and to the manufacturer's specification.
- 22. **Your** vehicle if it is unattended.
- 23. Any personal effects, valuables or luggage left in **your** vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the vehicle. These are **your** responsibility.
- 24. 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.
- 25. Any costs which are not directly covered by the terms and conditions of this policy.
- 26. Vehicles which were broken down/had suffered a Breakdown or unroadworthy at the start of this policy.
- 27. 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 **we** will attempt to fix **your** vehicle at the roadside but will not provide any other service or benefit.

The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which

include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at [www.dvla.gov.uk](http://www.dvla.gov.uk) or Vehicle Licensing, Dept of Transport for Isle of Man at [www.gov.im/transport/highways/dandv/welcome.xml](http://www.gov.im/transport/highways/dandv/welcome.xml)

28. The costs of any parts provided by RAC to fix **your** vehicle at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.

## >> European Claims Procedure and Conditions

When providing assistance **we** make every effort to arrange on **your** behalf all costs within the limits set out in this document. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the United Kingdom. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:

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

If **you** have any enquiries relating to repatriations or claims associated with **our** European Service, please contact **us** on 0870 549 3320 (Calls may be recorded and/or monitored)

email: [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk).

If **you** have paid any cost which **you** believe is covered, please telephone RAC for a claim form immediately on **your** return home, quoting **your** reference and vehicle registration number. When returning **your** completed claim form **you** should enclose relevant original receipts (not photocopies).

### Receipts

**You** must keep all relevant original receipts (not photocopies) as they will be needed for any claim. **We** may refuse to arrange reimbursement of expenses **you** are claiming back if **you** cannot provide original receipts or bills for the items **you** have paid.

Payment of claims depends on **you** complying with the following conditions:

1. **You** must make any claim on an RAC claim form, please bring **your** claim to RAC's attention as soon as you can (if possible within 28 days) after **you** return to the United Kingdom. Claims which are not on an RAC claim form will not be accepted. This does not affect **your** statutory rights to take legal

action or exercise any other legal remedy.

2. If RAC pay out money for **you** RAC can take over **your** right to get that money back. **You** must cooperate with RAC as much as possible if requested by **us**.
3. **You** must do all **you** can to prevent Accident, injury, loss or damage, as if **you** were not covered.
4. **You** must forward to RAC any writ, summons, legal document or other communication about the claim as soon as **you** receive them.
5. **You** must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help **we** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary.
6. **You** must not admit liability or offer or promise payment without RAC's written permission.
7. The vehicle must be in roadworthy and in good mechanical condition when **you** commence **your** journey.
8. If any claim is found to be fraudulent in any way **your** claim will be forfeited.

**You** must, within 7 days of any request from RAC, send to RAC copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should **you** make a claim following a road traffic incident.

## >> General

### Period of Cover

- means the period stated on **your** motor insurance policy schedule.
- This policy will automatically terminate in the event that **your** related motor insurance policy terminates.

## Your right to cancel

If **you** do not pay **your** premium promptly, **we** will cancel **your** cover.

Please see the "Cancellation rights" section of **your** motor insurance policy for more information on

## Data protection

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **you** supply is RAC Motoring Services (RACMS), (Company No: 1424399), RAC House, Brockhurst Crescent, Bescot WS5 4QZ.

RACMS will share the information **you** provide, together with other information, with **our** group companies. **We** (RAC group companies) may use this for administration, marketing, customer services and profiling **your** purchasing preferences. **We** may 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.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.

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.

**We** offer motoring and travel related products such as breakdown services, hotel bookings and vehicle inspections, sales and leasing. **We** also offer financial products such as insurance, loans and credit cards. **We** may also share **your** information with **our** business partners. **We**, or they, may contact **you** by mail, telephone, fax, email or SMS/MMS to let **you** know about any goods, services or promotions that may be of interest to **you**. If **you** decide **you** do not wish to receive such information in these ways please inform **us** but remember this will prevent **you** from receiving **our** special offers or promotions. To contact **us** write to **us** at:

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

## >> Legal Assistance Policy Section Terms and Conditions

### Section 16

This is **your** Legal Assistance policy section. It explains what **your** additional cover protects **you** for and must be read in conjunction with the main policy document. Unless specified in this section, the terms of the full policy will also govern **your** cover. It is important that **you** read this policy section carefully.

### Definition of Words

In this policy section wherever the following words or phrases appear in **bold** they will have the following meanings. If there is a conflict between a definition in this policy section and a definition elsewhere, the definition in this policy section will apply.

#### Claim

An incident which **we** or **our** appointed **legal representative** accept as falling within the terms of

this policy section which in **our** reasonable opinion is the first incident that could lead to a **claim** being made under this policy section.

For Legal Defence claims under section 2, the event giving rise to the motoring prosecution must occur during the **period of insurance**.

For Uninsured Loss Recovery claims under section 3, the **road traffic accident** must occur during the **period of insurance**.

#### Claims Handler

RAC Legal Services (part of RAC Motoring Services). However if **your claim** occurred outside of the **United Kingdom** **we** may appoint LAR Assurance Protection Juridique S.A. of Brussels, or any other **legal representative** authorised by **us** to handle **your claim** under this policy section.

#### Insured vehicle

The **insured vehicle** described on **your schedule** and any other motor vehicle for which details have been supplied to Mercedes-Benz Insurance and which they have confirmed to **you** in writing. The insured vehicle must be used for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**.

#### Legal costs

The reasonable proportionate and properly incurred fees, expenses, costs and disbursements by or on behalf of the insured and authorised by **us** in pursuing or defending a **claim** under this policy section; and/or the reasonable costs of a third party for which **you** are either held liable by court order or are agreed by **us** and which are incurred in connection with **legal proceedings**.

#### Legal proceedings

- The pursuit of a **claim** for **your uninsured losses** either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** in respect of a matter covered under this policy section, and/or
- The defence of a motoring prosecution within a summary court of criminal jurisdiction within the **territory**.

#### Legal representative

The firm of solicitors or other qualified experts appointed by the **claims handler** to act for **you** provided that such solicitors or experts satisfy the following conditions:

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

## Period of insurance

This policy section runs in conjunction with **your** motor insurance; please refer to **your** schedule for confirmation of the commencement/expiry date.

## Personal belongings

Personal property within **your insured vehicle** including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **your insured vehicle**.

## RAC/We/Us/Our

RAC Motoring Services and/or RAC Insurance Limited.

## Road traffic accident

A traffic accident in the **territory** involving the **insured vehicle** and at least one other motor vehicle occurring during the **period of insurance** on a public highway or on a private road or a car park to which the public has an uninterrupted right of access for which **you** are not at fault and for which another party is at fault.

## Territory

In the case of policy section benefits 2 (Legal Defence) and 3 (Uninsured Loss Recovery) means:

- the **United Kingdom**, the Channel Islands, the Isle of Man, the Republic of Ireland, Andorra, Austria, Azerbaijan, Belgium, Bulgaria, Croatia, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy (including San Marino and the Vatican City), Liechtenstein, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden and Switzerland.

In the case of Replacement Vehicle Assistance under section 4 means:

- the **United Kingdom** only

## Uninsured loss(es)

Losses directly arising out of a **road traffic accident** where the said loss is not otherwise covered by insurance and either damage occurs to the **insured vehicle** or any **personal belongings** owned by **you** or **you** suffer death or bodily injury.

## United Kingdom

England, Scotland, Wales, and Northern Ireland.

## You/Your/Insured

- the person or persons named in **your schedule**
- any passenger carried in or on an **insured vehicle** being driven or ridden by the person or persons named in **your schedule**.

## Your schedule

The document which gives details of the cover **you** have.

## Policy section benefits

### 1. Telephone legal helpline

**You** will have access to a telephone legal helpline 0800 260 0479 which will provide initial legal advice on any matter of private law under the laws of the **United Kingdom**, the Channel Islands and the Isle of Man.

Where possible, **we** will advise what **your** legal rights are, what options are available to **you** and how best to implement them and/or whether **you** need to consult with a lawyer.

Legal advice is only available in **your** capacity as a private individual and will not extend to providing advice in any business or commercial context whatsoever.

For **our** joint protection calls may be recorded and/or monitored.

### 2. Legal defence

Subject to the following conditions **we** will cover **you** against the **legal costs** of **legal proceedings** incurred in connection with a **claim** for the defence of a motoring prosecution brought against **you** in connection with criminal proceedings involving the **insured vehicle** in the **territory**. The **claim** must occur during the **period of insurance**.

The **claims handler** will appoint a **legal representative** to act on **your** behalf following **your** receipt of a summons or citation. **You** must co-operate at all times in the completion of any necessary documentation or provision of information requested either by **us** or by the **legal representative**. **You** must not do anything which may prejudice **your** case or **our** position in respect of the **claim**.

Legal defence cover will not be provided where there is not a 51% or greater chance of **you** being acquitted on a citation or summons or other summary process or where the prosecution alleges dishonesty or violence or which arises from alcohol, drugs or parking related offences.

The Legal Defence cover is subject to a maximum limit of £10,000 per **claim**.

Legal defence only applies in respect of actions in courts of summary jurisdiction.

### 3. Uninsured loss recovery

Subject to the following conditions **we** will cover **you** against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a **claim** for **uninsured losses** sustained in the **territory** during the **period of insurance**.

If appropriate the **claims handler** will appoint a **legal representative** from its panel to pursue the **claim** by negotiation on **your** behalf.

**Uninsured loss** recovery will not be provided if in **our** reasonable opinion there is not a 51% or greater chance of success.

Cover may be refused or discontinued if such prospects do not, or no longer, exist.

The Uninsured Loss Recovery cover is subject to a maximum limit of £100,000 per **claim**.

#### 4. Replacement vehicle assistance

This benefit only applies following **road traffic accidents** in the **United Kingdom**.

If **you** are involved in a **road traffic accident** we may, subject to availability and the following conditions, facilitate **you** in hiring a replacement vehicle for the period that the **insured vehicle** is immobilised as a result and/or whilst it is being repaired. The make and model of the replacement vehicle may vary from the **insured vehicle**.

Replacement vehicle assistance may only be available if no courtesy vehicle entitlement is included within **your** motor insurance policy and the third party's insurers do not dispute that their insured is responsible for the accident.

To qualify for replacement vehicle assistance **you** must obtain the following details of the responsible third party:

- Name
- Address
- Vehicle registration
- Insurance company name
- Insurance policy number.

**You** must comply with the terms and conditions of the hire company selected by **us**. This will include the completion of a hire and credit agreement.

### >> Exceptions to Section 16 of your Policy

General exclusions apply to the whole of **your** Legal Assistance policy section.

**We** will not provide or pay for:

- (1) Appeals
- (2) Legal costs:
  - (a) incurred before we have confirmed acceptance of the **claim** in writing.
  - (b) for **you** to obtain a second opinion if **you** do not agree with the decision of the **claims handler** or **us** that **your claim** is not covered under policy benefit 2. Legal Defence or 3. Uninsured Loss Recovery.
  - (c) exceeding any amount approved by **us** or our claims handler or in any event above the limits of cover set out in this policy section.
  - (d) incurred following a payment into court or offer to settle by a third party unless **we** have authorised the insured in writing to continue with the **claim** after the payment into court or offer to settle or the insured is ultimately awarded or settles for more than the amount of the payment or offer to settle.

- (e) incurred if the insured withdraws instructions from the **legal representative** or from the **legal proceedings** without **our** prior consent, unless **our** consent is withheld without good reason. This section is not intended to restrict **your** right to choose a **legal representative** in the event of a conflict of interest, or where it becomes necessary to issue court proceedings, as detailed in General conditions (d).
  - (f) for any expert witness unless previously agreed by **us**.
  - (g) where the insured is responsible for unreasonable delay which is prejudicial to the **claim** or where the insured fails to give proper instructions in due time to **us** or the **legal representative**.
  - (h) Where the insured pursues a **claim** without **our** consent or in a different matter from that advised by the **legal representative**.
- (3) Claims relating to matters for which the insured is or would, but for the existence of this policy section, be entitled to cover under any other policy.
  - (4) Claims directly, or indirectly caused by, contributed to or arising from:
    - (a) any deliberate and criminal act or omission of the insured or which are false or fraudulent in any way.
    - (b) A **road traffic accident** occurring during a race, rally or competition.
    - (c) faults in the **insured vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **insured vehicle**.
    - (d) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (e) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
    - (f) wars, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, requisition or destruction of restrictions or controls placed on or damage to property by or under order of any government or public or local authority.
    - (g) claims involving an **insured vehicle** driven by any person who did not hold (or was disqualified from holding or obtaining) a driving licence at the time of the **road traffic accident**.

- (h) The insured's travelling expenses, subsistence allowances or compensation for absence from work.
  - (i) applications for judicial review.
  - (j) legal costs, fines or other penalties which a court of criminal jurisdiction orders the insured to pay.
- (5) Disputes with **us** or the seller of this policy section will not be covered except as provided for under **our** complaints procedure.

**You** have the right to refer any differences that arise between **us** and **you** in respect of the acceptance, refusal, control or handling of any **claim** under this policy section to arbitration, which will be decided by counsel chosen jointly by **us** and **you**.

- (6) **We** shall not provide cover under this policy section if the insured makes a false declaration when applying for cover.

If **we** do not agree with **your** choice of **legal representative you** may propose another.

If **we** are still unable to agree on a suitable **legal representative, we** will ask the Law Society, or another body of similar standing, to name a further **legal representative**. RAC and the insured must accept this nomination. In the meantime, **we** may appoint a **legal representative** to act on behalf of the insured to safeguard his or her interests.

**You** must not incur or enter into an agreement to incur any costs, including those incurred with the **legal representative**, without **our** prior acceptance.

In order to use this benefit, the **legal representative** must act for **you** in accordance with **our** standard terms of appointment which are available on request.

- (e) The insured shall take all reasonable steps to prevent any occurrence which may give rise to a **claim** under this policy section.
- (f) The insured shall take all reasonable steps to mitigate the losses that flow from an incident leading to a **claim** under this policy section and throughout the duration of such a **claim**.
- (g) The insured shall forward to **us** any accounts for legal costs as soon as they are received and, if required to do so by **us**, shall have such legal costs taxed, assessed or audited by the appropriate court or authority.
- (h) The insured must co-operate at all times in the completion of any necessary documentation of and/or provision of information requested either by RAC or by the **legal representative**. The insured must also not do anything which may prejudice their **claim** or RAC's position in respect of the **claim**.
- (i) Every written notice or communication by RAC shall be sent to the insured at the last address known to **us**.
- (j) RAC may take over and conduct the **claim** and may, subject to the interest of the insured, settle the **claim** in his or her name.
- (k) **Your** policy section is governed by the laws of England and Wales, unless **you** and RAC agree otherwise and the agreement has been put in writing by RAC.
- (l) For insurance purposes, the home state of RAC Legal Services and RAC Insurance Limited is the **United Kingdom**.

### Complaints Procedure

A complaint about the terms of this policy section may be made to RAC Legal Services Customer Care, Great Park Road, Bradley Stoke, Bristol BS32 4QN or by calling **us** on 0800 260 0479. For **our** joint protection calls may be recorded and/or monitored. If **we** cannot resolve **your** complaint within 24 hours, **we** will acknowledge that **your** complaint has been

## General Conditions

### Your duty to disclose information

It is **your** responsibility to provide complete and accurate answers to the questions **we** ask when **you** take out **your** insurance policy, throughout the life of **your** policy, and when **you** renew **your** insurance.

Please note that if **you** fail to disclose any material information to **your** insurer(s) (these are facts that the insurer would regard as likely to influence the assessment and acceptance of this policy) this could invalidate **your** insurance cover and could mean that part or all of a **claim** may not be paid.

If **you** are unsure as to what facts would influence **your** policy, please contact **us**.

### General conditions apply to the whole of your Legal Assistance policy section

- (a) **You** must report a **claim** to **us** as soon as possible and in any event no later than 180 days after the date **you** knew or should have known about the **claim**.
- (b) During the course of any **claim** the insured must take all available steps to recover the legal costs in the **legal proceedings**.
- (c) During the course of the **claim we** will have the right of direct access to the **legal representative**.
- (d) In relation to policy section benefits section 2 – Legal defence and section 3 – Uninsured Loss Recovery, in the event that the **claim** is not settled by negotiation and it becomes necessary to start court proceedings or if there is a conflict of interest, **you** do not have to continue to instruct the **legal representative** nominated by **us** and may propose another **legal representative** by sending to **us** the name and address of the suitably qualified person **you** propose.

received within 5 working days, following which **your** complaint will be investigated further.

If **we** are unable to resolve **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaint procedure has been exhausted. Referral to the Financial Ombudsman Service must be made within 6 months of **our** final response to **you**. Referral to the service does not affect **your** right to take legal action against **us**.

If **your** complaint has not been resolved to **your** satisfaction within 8 weeks **you** have the right to refer the matter to the Financial Ombudsman Service at the following address:

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

#### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

#### How to make a claim or obtain legal advice under this policy section

Call **us** on 0800 260 0479 quoting **your** policy number. For **our** joint protection calls may be recorded and/or monitored.

All correspondence should be addressed to:

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

Information **you** will be asked to provide will be:

- details and documentary evidence of the uninsured losses
- a description of the circumstances of the **road traffic accident**
- details of any witnesses (if applicable)
- details of any police attendance at the **road traffic accident** (if applicable)
- name, address and motor insurance details of the person **you** hold responsible for causing the accident and details of any other involved parties.

#### Compensation Scheme Arrangements

**You** may be entitled to compensation in the unlikely event that RAC Motoring Services as an authorised intermediary and/or RAC Insurance Limited as an authorised insurer are unable to meet their obligations to **you** as a policyholder, depending on the type of insurance and circumstances of any **claim**.

Further information about compensation scheme arrangements is available from the FSCS or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

#### Data Protection Act Information Uses

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **you** supply is RAC Motoring Services (RACMS), (Company No: 1424399), RAC House, Brockhurst Crescent, Bescot WS5 4QZ.

RACMS will share the information **you** provide, together with other information, with **our** group companies. **We** (RAC group companies) may use this for administration, marketing, customer services and profiling **your** purchasing preferences. **We** may 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.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.

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.

**We** offer motoring and travel related products such as breakdown services, hotel bookings and vehicle inspections, sales and leasing. **We** also offer financial products such as insurance, loans and credit cards. **We** may also share **your** information with **our** business partners. If **you** have indicated **your** agreement **we**, or they, may contact **you** by mail, telephone, fax, email or SMS/MMS to let **you** know about any goods, services or promotions that may be of interest to **you**. If **you** decide **you** do not wish to receive such information in these ways please inform **us** but remember this will prevent **you** from receiving **our** special offers or promotions. To contact **us** write to **us** at:

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

#### Status disclosure

The Legal Assistance Policy Section except the benefit under section 4 of Policy section Benefits –

Replacement vehicle assistance is underwritten by RAC Insurance Limited.

RAC Insurance Limited (Registered Office: RAC House, Brockhurst Crescent, Bescot WS5 4QZ Registered No. 2355834) is authorised and regulated by the Financial Services Authority.

RAC Legal Services is part of RAC Motoring Services (Registered Office: RAC House, Brockhurst Crescent, Bescot WS5 4QZ Registered No. 01424399) which is authorised and regulated by the Financial Services Authority for insurance mediation activities only.

Authorisation for RAC Insurance Limited and RAC Motoring Services can be checked by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the Financial Services Authority on 0845 606 1234.

## >> General Exceptions

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - a) Used otherwise than for the purposes described under the 'Limitations as to use' section of your certificate of motor insurance;
  - (b) driven by, or is in the charge of any person for the purposes of being driven who;
    - is not described under the section of your certificate of motor insurance headed "Permitted drivers"
    - does not have a valid and current licence to drive your car
    - is not complying with the terms and conditions of the licence
    - does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- i. While your car is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while your car is being parked by an employee of a hotel or restaurant or car parking service.
  - ii. If the injury, loss or damage was caused as a result of your car being stolen or having been taken without your permission.
  - iii. By reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.
2. Any liability you have agreed to take on except to the extent you would have had that liability if that agreement did not exist.

3. a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
  - b) Any legal liability, that is directly or indirectly caused by, contributed to by or arising from:
    - i. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii. The radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. a) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:
    - War;
    - Invasion;
    - Act of foreign enemy;
    - Hostilities or warlike operation or operations (whether war has been declared or not);
    - Civil war;
    - Revolution, rebellion or insurrection;
    - Civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising;
    - Military power (even if properly authorised by the duly elected government); or
    - Usurped power.
  - b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that is necessary to meet the requirements of the Road Traffic Act.
5. Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## >> General Conditions

### Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, you or your legal personal representatives must telephone the claims assistance telephone number shown at the front of this book, giving full details of the incident. Any communication you receive about the incident should be sent to us immediately. You or your legal personal representatives must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
2. You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.
3. You must tell the police immediately if any property is lost, stolen or damaged.

### Cancelling this policy

4. Following the expiry of your statutory cooling off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which you received cover and there may be an additional charge (subject to Insurance Premium Tax, where applicable) to cover the administration cost of providing the policy, please refer to your terms of business.

To exercise your right to cancel your policy please contact the Daimler Insurance Services UK Limited Customer Services Helpline on **0845 600 2180** or write to:

Daimler Insurance Services UK Limited,  
Tongwell, Milton Keynes MK15 8BA.

You must also return your certificate of motor insurance immediately in order to cancel your policy.

We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 7 days' notice to your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which you have been covered.

If you do not pay the premium by the due date (or the part of the premium required under any monthly premiums option you have chosen) we may cancel this policy with effect from the end of the last month for which the premium has been paid or from the date the insurance starts if the first premium has not been paid in full. If we cancel your insurance for this reason, we may also make a cancellation charge of (subject to Insurance Premium Tax, where applicable), please refer to your terms of business.

### Other insurance

5. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section. This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under Exception 1 to Section 2. Your duty to prevent loss or damage
6. You shall at all times take all reasonable steps to safeguard your car from loss or damage. You shall maintain your car in efficient condition and we shall have, at all times, free access to examine your car.

### Arbitration

7. Except for claims under Section 3, where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

### Your duty to comply with policy conditions

8. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

### Fraud

9. If any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited.

## Monthly premiums

10. If you are paying your premium using monthly credit facilities you must make regular monthly payments as per the terms of your credit agreement. If you fail to do this, your lender reserves the right to terminate your credit agreement. If your credit agreement is terminated, your insurance cover may also be cancelled in accordance with the terms of your policy, unless the remainder of the premium due is paid. If your insurance is cancelled for this reason, the insurer may also make a cancellation charge (subject to Insurance Premium Tax where applicable), please refer to your terms of business.

If the credit agreement requires you to pay an advance payment, you are required to pay that payment by the date specified by your lender or your policy may not be valid.

## Mileage

11. We reserve the right to establish the mileage on your car at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If we become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the period of insurance.

## Car sharing and insurance

12. If you receive a contribution as part of a car sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, we will not consider this to be carrying passengers for hire or reward provided:

- The vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver).
- The passengers are not being carried in the course of a business of carrying passengers.
- The total contributions received for the journey concerned do not involve an element of profit.

## Important

**If your car is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy you should immediately contact us for confirmation.**

### Your duty to disclose information

13. It is your responsibility to provide complete and accurate answers to the questions we ask when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance.

Please note that if you fail to disclose any material information to your insurer(s) (these are facts that the insurer would regard as likely to influence the assessment and acceptance of this policy) this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

If you are unsure as to what facts would influence your policy, please contact us.

## >> Complaints Procedure

### **Our promise of service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### **What will happen if you complain?**

- We will acknowledge your complaint within 5 working days.
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### **What to do should you be dissatisfied**

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting:

- If your complaint is regarding a claim please telephone us on 0845 300 9514 and ask your contact to review the problem.
- If your complaint is regarding Breakdown you can write to us at Customer Care Department, RAC House, Brockhurst Crescent, Walsall WS5 4QZ or telephone us on 0800 731 1104 (for UK related complaints) or 0800 1075861 (for European-related complaints), whichever suits you, and ask your contact to review the problem.

- If your complaint is regarding Legal Assistance you can write to us at RAC Legal Services, Great Park Road, Bradley Stoke, Bristol BS32 4QM or telephone us on **01454 209 200**, whichever suits you, and ask your contact to review the problem.
- If your complaint is regarding anything else you can write to Daimler Insurance Services UK Limited, Tongwell, Milton Keynes MK15 8BA or telephone **0845 603 3330** whichever suits you, and ask your contact to review the problem.

If you remain unhappy with the decision you receive, you may write to the Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich NR1 3NS.

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

### **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

The first part of the paper discusses the importance of the
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