

Rescue Cover Terms and Conditions

Rescue Cover

How to get help

These are the numbers that **you** will need:

Freephone available 24 hours if **you break down**

08000 155 755

Customer Services for general enquiries or changes to **your** cover

0345 030 6922

Opening hours are Mon-Fri 8am-8pm, Sat 9am-5pm, Sun and Bank Holidays
10am-4pm

Checklist

Certain information is required when calling for service.

1. **Your** name
2. The policy number
3. The make and model and registration number of the **vehicle**
4. The exact location of the **vehicle**
5. **Your** contact number
6. The nature of the fault

Remember

1. Please call the **RAC** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives
2. Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by the **RAC** otherwise the **RAC** may still charge the applicable fee

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Who provides Rescue Cover?

This policy is arranged by Aviva UK Digital Limited.

Rescue, Recovery and At Home products are provided by RAC Motoring Services.

Onward Travel is underwritten by RAC Insurance Limited.



Guide to your policy

Contents	Page
Definition of words	4
Important information about your policy	6
Your terms and conditions	7
Section A: Rescue	9
Section B: Recovery	11
Section C: At Home	12
Section D: Onward Travel	13
General exclusions	16
General conditions	19
Information and changes we need to know about	19
Misuse of Rescue Cover	20
Rescue Cover cancellation	20
Complaints	21



Definition of words

Certain words in this policy booklet have special meanings. These words and their meanings are listed below:

“breakdown”/“break down”/“broken down”

means the **vehicle**, **caravan** or **trailer** (as applicable) is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery (but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism). A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle’s** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** will need to make **your** own way to a place of repair and any break down cover under this policy booklet will not apply;

“caravan”/“trailer”

means any caravan or trailer that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width
3,500kg (3.5 tonnes)	7.6 metres (25ft) including tow bar	2.55 metres (8ft 4in)

“claim”/“call out”

means any request for service or benefit or for cover under any Section;

“emergency service”

means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

“home”

means the address in the **territory** where **you** live permanently, as shown on **your** Aviva Motor Insurance schedule;

“modified vehicle”

means any **vehicle** that has been modified from the manufacturer’s specifications;

“period of insurance”

means the period from the start date to the expiry date, as shown on **your** Aviva Motor Insurance schedule. Each renewal represents the start of a new period of insurance;

“policyholder”

for the purposes of this cover extension policyholder describes the person defined in **your** Aviva Motor Insurance Policy as the ‘principal policyholder’;

“RAC”

means RAC Motoring Services in respect of Sections A, B and C and the Additional services provided by the RAC and RAC Insurance Limited in respect of Section D and each of their authorised agents;

“RAC contractor”

means any person appointed by the **RAC** to provide certain breakdown assistance services on behalf of the **RAC**;



“RAC patrol”

means a technician employed by the **RAC**;

“resident”

means a person who has their main **home** in the **territory** and has not spent more than six months abroad in total during the year prior to start date;

“road traffic accident”

means a traffic accident involving a **vehicle** within the **territory**;

“specialist equipment”

means equipment that is not normally required by **RAC patrols** or **RAC contractors** to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment;

“territory”

means the **United Kingdom**, Jersey, Guernsey and the Isle of Man;

“United Kingdom”

means England, Scotland, Wales and Northern Ireland;

“vehicle”

means the vehicle(s) identified on **your** Aviva Motor Insurance schedule, as having one or more of the Rescue covers shown in this booklet selected as an optional cover. The vehicle(s) must be UK registered and comply with the following specifications:

Max Weight (gross)	Max Length	Max Width
3,500kg (3.5 tonnes)	7.5 metres (24ft 7in) including tow bar	2.55 metres (8ft 4in)

“you”/“your”

means any driver allowed to drive the **vehicle** with the **policyholder's** permission.



Important information about your policy

Any words in this policy booklet that are in bold type are defined. Please see the Definition of words section which explains the meaning of each defined term.

Rescue Cover is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who own or drive **vehicles** and wish to ensure the risk of the **breakdown** of the **vehicles** are met now and in the future.

This policy booklet contains the benefits, conditions and exclusions that apply and the general conditions and general exclusions that apply for all cover types in this policy booklet. **You** must meet these conditions or the **RAC** may not provide this Rescue Cover.

You will receive an Aviva Motor Insurance schedule showing each **vehicle** on cover. This should be kept with the **vehicle** to ensure the **RAC** are able to provide the services.

Please read this policy booklet carefully to check the cover **you** have chosen and to ensure it meets **your** demands and needs.

Please ensure these documents are kept in a safe place. If **you** cannot find any of **your** documents, please contact Aviva Customer Services to request a replacement.

This is the contract of insurance between **you** and **RAC**.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and **your** Aviva Motor Insurance Schedule) and other information relating to this contract will be in English.

Law

The parties are free to choose the law applicable to Rescue Cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Your cancellation rights

Please refer to **your** Aviva Motor Insurance Policy for full cancellation terms and conditions.



Your terms and conditions

Cover

Rescue Cover covers the **vehicle(s)** which is identified on **your** Aviva Motor Insurance schedule, which is being driven by a permitted driver with a full, valid driving licence during the **period of insurance**. **You** must comply with the applicable terms and conditions under this Rescue Cover. Any failure to do so may impact on **your** rights under this Rescue Cover, including whether **you** can make a **claim**. **You** should ensure that each driver is made aware of this as well as the level of cover under this Rescue Cover. The terms and conditions of **your** Aviva Motor Insurance Policy also apply to this Rescue Cover.

Reimbursement of payments

Where it's stated in this policy that the **RAC** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0337) and proof of payment.

For reimbursement of payments made by **you** under this policy please submit proof of payment to the **RAC** at:

RAC
Breakdown Customer Care
Great Park Road,
Bradley Stoke,
Bristol
BS32 4QN

In certain circumstances, the **RAC** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the driver of this at the time of making the **claim**.

Period of insurance

Rescue Cover provides cover for the **period of insurance** as set out in **your** Aviva Motor Insurance schedule.

Limits of cover

The cover under this Rescue Cover is subject to limits for **claims** that can be made under this policy during each **period of insurance**. The limits will apply to all **claims** made by **you**.

Cover option chosen	Number of call outs per vehicle
Rescue only (Section A)	2
All other UK options	5



Additional services provided by the RAC

If the driver requires additional services that are not covered under Rescue Cover, the **RAC** may be able to arrange appropriate additional services at the driver's request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the **vehicle**;
2. Receive specialist services to complete a repair of the **vehicle**;
3. Provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by the **RAC** will be agreed with the driver when the service is requested and before any costs are incurred.

If any person requests a service under this Rescue Cover that is not covered by Sections A to D, the **policyholder** will become liable for any costs relating to the service provided. To limit the risk of the **policyholder** having any unexpected costs, the **RAC** will ask for proof of identity of the person in question and, where possible, the **RAC** will charge the driver the costs of the service in advance.

Your cover

This cover is **vehicle** based. This means that any **vehicle(s)** shown in **your** Aviva Motor Insurance schedule with one of the following optional covers selected is covered, regardless of who is driving the **vehicle**:

- Rescue - Section A only applies
- Rescue & Recovery - Sections A & B apply
- Rescue, Recovery & At Home - Sections A,B & C apply
- Rescue, Recovery, At Home & Onward Travel - All Sections apply



Section A: Rescue

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** or the Republic of Ireland during the **period of insurance** and more than 1/4 mile from **your home** as measured by the **RAC**, the **RAC** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle, caravan** or **trailer** (as applicable) at the roadside; or
2. If the **RAC** are unable to permanently repair the **vehicle** or the **caravan** or **trailer** (as applicable) at the roadside (within a reasonable time), the **RAC** will decide, based upon the **RAC** technical expertise in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle, caravan** or **trailer** (as applicable) at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** within 10 miles of the **breakdown** as measured by the **RAC**. The **RAC** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

If the **RAC** transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of **your** choice, the **RAC** will either:

1. Provide transport for **you** and up to seven passengers of the **broken down vehicle** to that chosen destination. If more than five people require transportation, the **RAC** may need to provide transport in separate vehicles; or
2. If **you** choose for the **RAC** to transport the **vehicle** to a garage, the **RAC** will reimburse **your** taxi fare for a taxi journey to a destination up to 20 miles from the garage for **you** and up to seven passengers of the **broken down vehicle** as long as **you** agree this with the **RAC** in advance. In order to **claim** a reimbursement of the taxi fare, **you** must send the receipt for the taxi journey to the **RAC** at the Breakdown Customer Care address shown in the Reimbursement of payments section of this booklet.
3. In addition, the **RAC** will relay urgent messages from **you** to a contact of **your** choice if the **vehicle** cannot be driven because of a **breakdown**.

What is not covered

1. Any **breakdown** over the **call out** limit as shown under Limits of cover;
2. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
3. The cost of any parts (including batteries) required by the **RAC** to repair the **vehicle** are not covered under this Section A. If the **RAC patrol** or **RAC contractor** has the required parts, **you** can purchase the relevant part from the **RAC** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences. The **RAC** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts fitted are from reputable sources in order to avoid further calls out;



4. Any **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:
 - a. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
 - b. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs.



Section B: Recovery

Please refer to **your** Aviva Motor Insurance schedule which sets out whether **you** have cover for Recovery as set out in this Section B.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of insurance** and more than 1/4 mile from **your home** as measured by the **RAC** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** (and not being able to repair the **vehicle** locally within a reasonable time), the **RAC** decide to recover the **vehicle** in accordance with the cover under Section A, the **RAC** will transport the **vehicle** (and any **caravan** or **trailer** attached to it) and **you** and up to seven passengers of the **broken down vehicle** to a destination within the **territory** chosen by **you**. If more than five people require transportation, the **RAC** may need to provide transport in separate vehicles.

The **RAC** may also provide at the **RAC's** discretion recovery service if **you** become ill during a journey in the **territory** and **you** cannot continue the journey as **you** have no one in **your** party who can drive the **vehicle**. The **RAC** may ask **you** to provide written confirmation from the treating hospital or medical expert that **you** are unfit to drive and can prove **you** are the only viable driver in **your** party.

What is not covered

1. Recovery that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Recovery cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
2. Recovery to more than one destination including a second recovery where the original recovery destination, chosen by **you**, could not accept the **vehicle** due to their opening hours or other restrictions;
3. Where the **RAC** can demonstrate that the recovery service as set out in this Section B is being used by **you** to avoid the cost of repairing the **vehicle**;
4. Any recovery required as a result of a **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:
 - a. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
 - b. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs; or
 - c. where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle**, **caravan** or **trailer**, the **RAC** will not provide recovery over 10 miles where no serviceable spare tyre is carried by **you** or no suitable alternative (as recommended by the manufacturer) is available. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT.



Section C: At Home

Please refer to **your** Aviva Motor Insurance schedule which sets out whether **you** have cover for At Home as set out in this Section C.

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** during the **period of insurance** within a 1/4 of a mile of **your home** as measured by the **RAC**, the **RAC** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle, caravan** or **trailer** (as applicable) at the roadside or the **home**; or
2. If the **RAC** are unable to permanently repair the **vehicle, caravan** or **trailer** (as applicable) at the roadside or at **your home**, the **RAC** will decide, based upon the **RAC** technical expertise in **breakdown** situations, either to provide a temporary repair to the **vehicle, caravan** or **trailer** (as applicable) at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** within 10 miles of the **breakdown** as measured by the **RAC**. The **RAC** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

What is not covered

1. Any **breakdown** over the **call out** limit as shown under Limits of cover;
2. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
3. The cost of any parts (including batteries) required by the **RAC** to repair the **vehicle** are not covered under this Section C. If the **RAC patrol** or **RAC contractor** has the required parts, **you** can purchase the relevant parts from the **RAC** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences. The **RAC** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts fitted are from reputable sources in order to avoid further **call outs**;
4. Any **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:
 - a. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
 - b. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these further repairs.



Section D: Onward Travel

Please refer to **your** Aviva Motor Insurance schedule which sets out whether **you** have cover for Onward Travel as set out in this Section D.

What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **territory** during the **period of insurance** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, the **RAC** are unable to repair the **vehicle** in accordance with the cover under Section A or Section C, the **RAC** will provide **you** with one of the following benefits to assist **you** on **your** onward journey:

1. Replacement car hire; or
 2. Alternative transport costs; or
 3. Hotel accommodation,
- as described in more detail below.

What is not covered

Any assistance as a result of a **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and either:

1. the **RAC** consider, acting reasonably, that there is evidence to suggest that the original fault (including a faulty battery) has not been properly repaired by a party other than the **RAC**; or
2. the **RAC** advised **you** that the **RAC** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs.

Replacement car hire

What is covered

The **RAC** will either (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** for 24 hours or until the **vehicle** has been repaired, whichever is sooner. Any replacement car will be limited to a small hatchback. The **RAC** will ensure the hire car has an automatic gearbox, if required by **you**; and
 - b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If **you** do not comply with the terms and conditions of the hire company used by the **RAC** and **you** agree with the **RAC** to arrange a replacement hire car with another hire car supplier, the **RAC** will reimburse **you** up to £35 for the cost of the replacement car hire arranged by **you**.



What is not covered

1. Any replacement car hire arranged by the **RAC** where **you** do not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring **you** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. The **RAC** use reputable car hire companies with market standard terms and conditions;
2. Any replacement car hire arranged by **you** that has not been agreed with the **RAC** prior to **you** making the arrangements or any request that is not made on the same day as the **breakdown** occurred;
3. The **RAC** will not cover the cost of:
 - a. Delivery and collection of the hire car including any fuel used during delivery and collection;
 - b. Any fuel while the hire car is with **you**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions; or
 - c. Any insurance excess payable under any insurance for the replacement car;
4. The **RAC** will not supply:
 - a. Any specific car type or model. The **RAC** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. Replacement cars with a tow bar; or
 - c. Specially adapted vehicles.

Alternative transport

What is covered

The **RAC** will arrange rail, air or other public transport for **you** and up to seven passengers of the **broken down vehicle** to reach the intended end of the journey within the **territory** and reimburse **you** for the costs of such transport up to the maximum amount per **claim** as shown on **your** Aviva Motor Insurance schedule. **You** will have to pay for any additional transport costs.

Hotel accommodation

What is covered

The **RAC** will arrange one night's bed and breakfast accommodation for **you** and up to seven passengers of the **broken down vehicle** in a hotel of the **RAC's** choice and reimburse **you** for the costs of such accommodation up to the maximum amount per **claim** as shown on **your** Aviva Motor Insurance schedule, whichever is less. **You** will have to pay for any additional hotel costs.



Assistance in a medical emergency

What is covered

If during a journey in the **territory you** or a passenger of a **vehicle** becomes ill and is taken to a doctor's surgery or hospital without the journey being completed, the **RAC** will:

1. Arrange for one night's bed and breakfast accommodation for **you** and up to seven passengers of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of the **RAC's** choice and reimburse **you** for the costs of such accommodation up to the maximum amount per **claim** as shown on **your** Aviva Motor Insurance schedule, whichever is less. **You** will have to pay for any additional hotel costs; and
2. Arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

What is not covered

Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.



General exclusions

The following exclusions apply to all Sections of Rescue Cover. Please also refer to the General exclusions in **your** Aviva Motor Insurance policy.

This Rescue Cover does not cover:

1. Any **breakdown** or request for service occurring within the first 24 hours of **you** joining or upgrading (for the upgraded cover only) this Rescue Cover, however this 24 hour exclusion period will not apply on renewal of this Rescue Cover that includes the Section of cover being claimed under. For Section A (Rescue), the **RAC** will attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken down** prior to **you** purchasing Rescue Cover;
2. Any **vehicle** that is already at a garage or other place of repair;
3. Attendance following a **road traffic accident** in the **territory**. If **you** have been involved in a **road traffic accident** in the **territory** and would like the **RAC** to recover the **vehicle** the **RAC** may be able to assist for an additional cost;
4. Attendance following fire, flood, theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** would like the **RAC** to recover the **vehicle** following one of these incidents the **RAC** may be able to assist for an additional cost;
5. Assistance in a medical emergency;
6. Servicing or assembly of a **vehicle**;
7. The **RAC** will not be liable in any circumstances for any infringement however caused of any manufacturer's or dealer's warranty as a result of services supplied;
8. **Vehicles** which have **broken down** on land to which **you** or the **RAC** do not have permission to access;
9. **Vehicles** which have **broken down** as a result of:
 - a. taking part in any motorsport event or activity which takes place off the public highway (including, without limitation, rallies or stock car racing) and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded; or
 - b. misfuelling. The **RAC** will not repair the **vehicle** including but not limited to draining or removing the fuel under this Rescue Cover. The **RAC** may be able to drain and remove the fuel for an additional cost. The **RAC** will only recover the **vehicle** to a garage within 10 miles of the **breakdown**. The **RAC** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;
10. **Vehicles** being demonstrated or delivered under trade plates;



11. The recovery of any **caravan** or **trailer** in the **territory** except where the **vehicle** that was towing the **caravan** or **trailer** has **broken down**. If **you** would like the **RAC** to recover any **caravan** or **trailer** in these circumstances, the **RAC** may be able to assist for an additional cost;
12. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
13. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). The **RAC** may be able to arrange **breakdown** and recovery services with **specialist equipment** if needed for an additional cost;
14. Transportation of any horses or livestock;
15. Any services or benefits relating to a **breakdown** that was reported under a different **RAC** agreement to this Rescue Cover. To receive any services or benefits under this Rescue Cover, **you** must have reported the **breakdown** against this Rescue Cover;
16. Any costs:
 - a. incurred without the **RAC** prior consent. All requests for service must be made directly to the **RAC**.
 - b.
 - i. relating to repairs of wheels and tyres and costs relating to any **vehicle**, **caravan** or **trailer** not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
Note: motorised **vehicles** that are manufactured without the provision of a spare wheel will be considered on their individual merits
 - ii. of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for **you** to reach a garage to get the tyre replaced. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;
 - c. relating to **you** having failed to carry or having misused any equipment provided by the **vehicle**, **caravan** or **trailer** manufacturer for the purposes of removing the **vehicle**, **caravan** or **trailer** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs or replacement to glass in the **vehicle**. In the **territory** the **RAC** will arrange the recovery of the **vehicle** to a nearby garage for assistance but the **RAC** will not pay for any replacement glass or pay for the fitting of any glass. **You** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;
 - e. relating to the keys to a **vehicle** being broken, lost, stolen, or locked in the **vehicle**. In the **territory** the **RAC** may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. The **RAC** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;



- f. for **vehicle** storage charges; or
 - g. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under Rescue Cover and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
17. The **RAC** will not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under this Rescue Cover. For example, loss of earnings due to the **RAC** being unable to repair the **vehicle** at the roadside, losses caused by delay in the **RAC** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any **claim you** or a driver may have for death or personal injury);
18. The **RAC** will not provide any service under Rescue Cover if the **RAC** are prevented from doing so in circumstances beyond the **RAC** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances the **RAC** will take steps to prevent or minimise the effects of such circumstances on the **RAC** services;
19. In the event of involvement of an **emergency service**, the **RAC** will not remove the **vehicle** until all **emergency services** concerned have provided the **RAC** with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than the **RAC**, the **RAC** will not meet the cost of the removal; or
20. Any **claim** caused directly or indirectly by **you** being affected by intoxicating liquors or drugs.



General conditions

The following conditions apply to all Sections of this Rescue Cover. If **you** do not comply with these conditions the **RAC** may not be able to provide cover and the **RAC** may cancel this Rescue Cover. Please also refer to the General Conditions in **your** Aviva Motor Insurance Policy.

1. **You** can legally drive the **vehicle** and are willing to drive the **vehicle** and must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If **you** are not, the **RAC** will not provide any service related to the **breakdown**;
2. If the **RAC** provide an onward transportation service of passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
3. If the **RAC** provide an onward transportation service for **you** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** own risk. The **RAC** will not transport animals in the recovery vehicle and the **RAC** will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
4. The **RAC** will attend a **breakdown** at **your** request in good faith. By making a request for service under the terms of Rescue Cover **you** confirm that **you** and **your vehicle** comply with all legal requirements;
5. Each driver must be authorised by **you** to be driving the **vehicle** and must be a **resident** in the **territory**. If not, the **RAC** will not be able to provide any service related to the **breakdown**;
6. **You** must be a **resident** in the **territory**.

Upon request, **you** must provide the **RAC** with proof that the **vehicle** is in a legal and roadworthy condition and allow the **RAC** to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition. If **you** are unable to provide the **RAC** with such proof, if **you** do not allow the **RAC** to examine the **vehicle** or the **RAC** consider, acting reasonably, that there is evidence to suggest that a **vehicle** is not in a legal or roadworthy condition for any other reason, the **RAC** reserve the right to refuse to provide any service under this Rescue Cover relating to that **vehicle**. This means the **RAC** may decline **your claim**. Any repairs carried out by an **RAC patrol** or **RAC contractor** does not guarantee that the **vehicle** is in a legal and roadworthy condition.

You must also tell the **RAC** if **you** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**.

Information and changes we need to know about

Please refer to **your** Aviva Motor Insurance Policy for full details of information and changes we need to know about.



Misuse of Rescue Cover

You must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse this Rescue Cover by, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - b. false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - c. omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under Rescue Cover;
 - d. providing false information in order to obtain a service that would not otherwise be covered under Rescue Cover;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by Rescue Cover attempting to obtain a service under Rescue Cover; or
 - f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, the **RAC** will contact **you** to discuss the **RAC** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with the **RAC** reserve the right to:

1. Refuse to provide any services to **you** or the applicable driver under this Rescue Cover with immediate effect; and
2. Immediately cancel this Rescue Cover in accordance with the cancellation rights shown in **your** Aviva Motor Insurance policy.

The **policyholder** will be notified in writing in the event that the **RAC** decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way, Rescue Cover will be cancelled immediately and all **claims** forfeited and the **RAC** may also take any of the additional steps as set out above.

Rescue Cover cancellation

Please refer to **your** Aviva Motor Insurance Policy for full cancellation terms and conditions.



Complaints

The **RAC** are committed to providing **you** with the highest standard of service and customer care. The **RAC** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. If **you** would like to complain about any aspect of the service the **RAC** have provided to **you** under this Rescue Cover please contact the **RAC** as set out below. Please bring the complaint to the **RAC's** attention as soon as **you** can as this will assist them and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of the **RAC's breakdown** services

1. Call the **RAC** customer care number on:
0330 159 0337; or
2. Write to:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN; or
3. Email at:
Aviva@rac.co.uk

If **you** contact the **RAC** in writing, by calling or by email please provide **your** full name, contact telephone number, Aviva Motor Insurance policy number and, where applicable, the **vehicle** registration number. Using this complaints procedure will not affect **your** legal rights.

If **your** complaint is about anything else, please refer to **your** Aviva Motor Insurance Policy, for details of Aviva's complaints procedure.

Financial Ombudsman Service

In the event that the **RAC** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with the **RAC**. If **your** complaint relates to any provision of services provided by RAC Motoring Services under Sections A (Rescue), B (Recovery), C (At Home) or the additional services, **you** will not be able to refer **your** complaint to the Financial Ombudsman Service. Using this complaints procedure will not affect **your** legal rights.



Financial Services Compensation Scheme

RAC Insurance Limited, in relation to Section D (Onward Travel), is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, **you** may be entitled to compensation from the FSCS. This depends on the type of business and the circumstances of the **claim**.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1100 or 0207 741 4100 or by writing to:

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

The cover provided by RAC Motoring Services under Sections A (Rescue), B (Recovery), C (At Home) or the additional services under this Rescue Cover are not covered by the FSCS.





Arranged by Aviva UK Digital Limited Registered No 09766150 Registered in England Registered Office St Helen's,
1 Undershaft, London, EC3P 3DQ authorised and regulated by the Financial Conduct Authority.

Provided by RAC Motoring Services Registered No 01424399 and/or RAC Insurance Ltd Registered No 2355834.
Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW.

RAC Motoring Services is authorised and regulated by the Financial Conduct Authority.

RAC Insurance Ltd is authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and the Prudential Regulation Authority.