

esure**FLEX**

# Breakdown assistance cover

Delivered in partnership with the RAC

**RAC**



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# 01 Introduction

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

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

No claim is allowed to be made under Options A, B and C within 24 hours of the initial start date of the cover, or within 24 hours of any upgraded Option.

If you have bought this cover:

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

### Important Information

The breakdown assistance cover is provided by RAC Motoring Services.

**All requests for service must be made using the Breakdown contact number 0800 085 6837**

If your car breaks down, please provide us with:

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

If you fail to make contact within 24 hours of becoming aware of the breakdown, service may be refused. Remember, please let us know if you have called us but manage to get going before we arrive.

We will only provide cover if we have arranged to help you.

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#### Key words

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

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

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

**Call-out, claim:** Each separate request for service if attended or benefit for cover under any section of this breakdown assistance cover.

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

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

**Driver, their, they:** You and any other person who is driving the car with your permission.

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

**esure:** esure Services Limited.

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#### Key words

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

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

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

#### **RAC, we, us, our:**

1. For options A, B and C means RAC Motoring Services;
2. For onward travel, under option C, means RAC Insurance Limited
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on our behalf.

**Road traffic collision:** A traffic collision involving a vehicle within the UK.

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

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

**UK:** England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

**You, your:** The person named as the policyholder in your Schedule.

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#### Key words

**Limitations of cover:** This breakdown assistance cover is subject to limits on:

1. When a claim can be made:

- a) no claim is permitted under Option A and B if the breakdown occurred prior to buying this cover;
- b) no claim is permitted under Options A, B and C within 24 hours of the initial start date of the cover, nor within 24 hours of any upgraded Option.

2. The amount that is covered:

- a) for certain types of claim or for certain sections.

**Reimbursement:** Under some cover options, you may need to pay for the service up front and claim this back from us. To do so, please visit

**[www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform)**. If you have any queries please contact Breakdown Customer Care on 0330 159 0337. We may ask you to supply original documents.

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## 02 Cover Options

### Option A – Roadside assistance

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

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

### Option B – Roadside assistance and Home rescue

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

### Option C - Roadside assistance, Home rescue and Recovery

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

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

- Your home address
- Your original intended destination within the UK. For long distances we may use more than one recovery vehicle.
- A repairer of our choice; or
- If the repairer is near your home address the RAC will also take you there.

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

### Onward travel

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

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### 1. Alternative transport

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

### 2. Overnight accommodation

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

### 3. Hire car

We will arrange and pay up to £100 towards the cost of a hire car up to 1600cc to complete your journey. This is subject to you or your passengers meeting the conditions of the hirer. Any authorised car hire must be arranged within 24 hours of the breakdown.

## What is not covered

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

### 4. Provision of a chauffeur

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

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### 5. Urgent message relay

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

### 6. Collection of car following repair

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

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

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than us;
3. Any breakdown resulting from a fault that we have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) our advice after a temporary repair has not been followed;
4. A second recovery owing to the intended original destination being closed or inaccessible.

#### Caravan and trailer cover

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

- conforms to the relevant motor vehicle's construction and use regulations; and
- fits to a standard 50mm towball; and
- is not more than 7m long (with load) and/or 3m high (with load); and
- does not weigh more than 3,500kg when loaded; and

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- the weight of the caravan or trailer when loaded is not more than the kerb weight of the car towing it; and
- is made by a recognised manufacturer of caravans or trailers.

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## 03 General Conditions

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

1. You must pay your premium.
2. You must request services directly from us, as we will only provide cover if we make arrangements to help you.
3. Where the breakdown is caused by a component failure this must stop the car from working, so for example an air-conditioning failure in itself does not constitute a breakdown, and the illumination of a warning light does not always constitute a breakdown. If it does not, you will need to take your car to a place of repair and this will not be covered.
4. We will not cover any claim where the car is already at a garage or other place of repair.
5. Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the car, or to correct an attempted repair by someone else, we will not provide cover.
6. A driver must be with the car when we attend.
7. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a car. We will not be responsible for any loss of or damage to them.
8. Where we recover passengers under the age of 16, they must be accompanied by an adult.
9. We will not transport any animals in our vehicles other than domestic pets which are suitably controlled or contained within a suitable travel container. We will not be liable for any injury to, damage caused by, or any costs relating to animals.

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10. The car must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where we provide a repair to the car, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the car. This remains your responsibility.
12. We will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this cover. For example, we will not pay for any loss of earnings or missed appointments.
13. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, our services can be interrupted. We will resume our service to you as soon as we can in these circumstances.
15. The cost of the following is not covered:
  - a) specialist equipment;
  - b) ferry charges for the car and our vehicle;
  - c) any damage to glass even if the damage means the car cannot be legally or safely driven. We will arrange transport to a local garage so you can arrange to get the car repaired but you will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them;
  - e) recovery by someone other than RAC even if this is requested by the emergency services;
  - f) damage or costs as a result of breaking in to your car because your keys have been lost or stolen;

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g) the cost of draining or removing the wrong or contaminated fuel. The RAC will arrange for the car to be taken to a local repairer for assistance, but you will have to pay for the work carried out.

16. In handling any claim there may be more than one option available to the driver under breakdown assistance cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with the driver, and act reasonably at all times.

17. This cover can not be used if the car is not privately owned or is being used for hire and reward and/ or courier services.

18. Breakdown assistance cover does not cover:

a) routine servicing, maintenance or assembly of the car;

b) caravan or trailers, except as described;

c) use of your car for demonstrating and/or carrying trade plates, commercial travelling and use for hire and reward;

d) breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing or formal or informal race events;

e) breakdowns that occur off the public highway to which the driver or we have no legal access;

f) the car if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;

g) cars that are not in a roadworthy condition. If we consider, acting reasonably, that the car is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the car is roadworthy we will provide service;

h) any claim that is or may be affected by the influence of alcohol or drugs;

i) any claim under this cover where the breakdown was first reported to us under a different policy.

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

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### **Additional Services**

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

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

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

### **Misuse of our breakdown assistance cover**

Each driver must not:

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

If these conditions are not complied with, we together with esure may:

1. Restrict the cover available to you at the next renewal;
2. Restrict the payment methods available to you;

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3. Refuse to provide any services to you under this breakdown assistance cover with immediate effect;

4. Immediately cancel this breakdown assistance cover; and

5. Refuse to sell any breakdown assistance cover or services to you in the future.

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

#### **Renewal of breakdown assistance cover**

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

#### **Changes to your details**

If you need to change any details including the car or level of cover please get in touch with esure by visiting [esure.com/login](https://www.esure.com/login), logging into your **Account** and click 'Need help?'

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

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## 04 Complaints

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

### Breakdown related Complaints

<b>Call</b>	0330 159 0337
<b>Email</b>	<a href="mailto:Breakdowncustomer@rac.co.uk">Breakdowncustomer@rac.co.uk</a>
<b>Write</b>	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke, Bristol BS32 4QN

We hope you'll be satisfied with our response. But if you're not, you can contact the Financial Ombudsman Service. This is an independent body that settles complaints about general insurance products and other financial services.

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

### Financial Ombudsman Service

<b>Call</b>	0300 123 9123 or 0800 023 4567
<b>Email</b>	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
<b>Write</b>	The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
<b>Website</b>	<a href="http://financial-ombudsman.org.uk">financial-ombudsman.org.uk</a>

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RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, you may be entitled to compensation from the FSCS. Further information about FSCS arrangements is available:

### Financial Services Compensation Scheme (FSCS)

**Write**

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

**Website**

[www.fscs.org.uk](http://www.fscs.org.uk)

The cover provided by RAC Motoring Services under this Breakdown assistance cover is not covered by the FSCS.

Breakdown cover is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW.

RAC Motoring Services is authorised and regulated by the Financial Conduct Authority (Registration no: 310208).

RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration no: 202737).

You can check this information on The Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk).

**Law**

The parties are free to choose the law applicable to this breakdown assistance cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions including this breakdown assistance cover and the Schedule and other information relating to this contract will be in English.

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# 05 Your Data

## Data protection statement

This section provides a short summary of how we collect and use your data. Please refer to our website at [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](https://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) for full details of how we use your data. Alternatively, you can obtain a copy of the Privacy Policy by using the contact details below.

## What is your data?

There are three types of data we hold about you;

1. Personal data is information we hold on record which identifies you. This may include your name, address, email address and telephone number;
2. We will also hold data about you that is not personal, for example, information about your vehicle; and
3. A small number of our services require the collection and storing of special categories of personal data. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

## How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when you purchase RAC Breakdown Cover, contact us through social media or make a claim under your RAC Breakdown Cover. We will always need to collect, store and use information about you to be able to provide you with your RAC Breakdown Cover.

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

## How we will use your data

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

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### Your rights

You have a number of rights relating to your personal data. For further information regarding any of these rights please visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](https://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) or contact the Data Protection Officer:

### Customer Service Team

<b>Call</b>	0330 159 0337
<b>Email</b>	<a href="mailto:membershipcustomercare@rac.co.uk">membershipcustomercare@rac.co.uk</a>
<b>Write</b>	RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN

### Cancelling your breakdown assistance cover

For details of how to cancel, please refer to the 'Cancelling or renewing your cover' section of your Policy Booklet.