



### Contact information

	Telephone	In Writing
<b>Breakdown</b>	0333 202 1861  Quote LK01	
<b>Customer Services</b>	0330 100 3728	TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF  motor.admin@thewarrantygroup.com]
<b>Hearing assistance</b>	Telephone prefix 18001 to access Typetalk or text the RAC on 07855 828282	

### Telephone charges

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

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

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

1. **Your** name or **policy** number and quote LK01
2. Identification such as a bank card or driving licence
3. The **vehicle's** make, model and registration number
4. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown**, if **you** know it
7. **Your** credit/debit card if **you** need additional services

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

### Remember

Please let the RAC know if **you** have called the RAC but manage to get going before **the RAC** arrive. The RAC will only provide **service** if **the RAC** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

## Your terms and conditions

### Definition of words

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

“**breakdown**”/“**breaks down**”/“**broken down**” means an event during the **period of service**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any **driver induced fault**, flat tyres or any key related issue other than keys locked in **your vehicle**;

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

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

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

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

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

“**Lookers**”/“**we**”/“**us**”/“**our**” means Lookers Motor Group Limited of 3 Etchells Road, West Timperley, Altrincham WA14 5XS as shown on the **validation form** and each of its authorised agents who has arranged this **RAC Breakdown**.

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

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

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

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

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

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

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

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

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

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

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

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

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

### Important information about our services

- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for **service** must be made directly to the **RAC**.
- This document sets out the provision of **services** between **you** and **us**.
- **We** will arrange any **services** set out in this document that **you** are eligible to receive. **We have** an arrangement with the **RAC** who will provide these **services** on **our** behalf. Please note that **you** do not have any rights under the arrangements between **us** and the **RAC**.

### Reimbursement

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

### Hire Car Terms

Certain sections of this **RAC Breakdown** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

#### Service provided

Up to 2 consecutive day or until **your vehicle** has been fixed if sooner.

1. The **RAC** will arrange and pay for the hire cost of a replacement car whilst **your vehicle** is being repaired. Any replacement vehicle will be limited to a small hatchback;
2. If you are not eligible for a hire car arranged by the **RAC** for any reason, such as you do not meet the hire car provider's terms (e.g. you have points on your licence), and you choose to hire a car yourself, let the **RAC** know before you hire a car, and then provided the **RAC** have agreed the cost, the **RAC** will reimburse you up to £35 per day;
3. Where the **RAC** arrange a hire car the **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay the excess).

#### Service not provided

1. The **RAC** will not provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
  - a) Delivery and collection of the car hire and any fuel used;
  - b) fuel while using the car hire; or
  - c) any insurance excess and additional costs.

### Additional Benefits

#### Service in the Republic of Ireland

If the **vehicle** has **broken down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside & At Home). **We** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

#### Urgent message relay

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

#### Additional services

The **RAC** can provide additional services that are not included in **your RAC Breakdown** but the **RAC** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your way**;
2. Pay for **specialist equipment** to complete the repairs;
3. Arrange a second or extended recovery; or

4. Attend for a mis-fuel event or a **driver induced** fault.

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

### Your Cover

#### Section A. Roadside & At Home

**This RAC Breakdown includes cover for Roadside and At Home.**

#### Service provided

If the **vehicle breaks down** within the **UK**, the **RAC** will:

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

#### Service not provided

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than the **RAC**;
3. Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) **our** advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

### Section B. Recovery

**This RAC Breakdown includes cover for Recovery.**

#### Service provided

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

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

#### Service not provided

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

### Section C. Onward Travel

**This RAC Breakdown includes cover for Onward Travel.**

If the **RAC** attend a breakdown under Sections A (Roadside & At Home), and cannot fix the vehicle on the same day, the **RAC** will help the driver by making arrangements to allow the continuation of the journey. The driver can choose one of the following options, subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

## 1. Hire Car

### Service provided

Please see Hire Car terms.

Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**.

## 2. Alternative transport

### Service provided

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

## 3. Overnight accommodation

### Service provided

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

## 4. Assistance in a medical emergency

### Service provided

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

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

### Service not provided

The **RAC** will not assist the **driver** where **they** or one of the **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

### General Conditions

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

1. **You** must request **service** directly from the **RAC**.
2. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your RAC Breakdown** will not cover this.
3. The **RAC** will not provide **service** where the **vehicle** is already at a garage or other place of repair.
4. Where the **RAC** deem, acting reasonably, that **you** requested **service** to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide **service**.
5. A **driver** must be with the **vehicle** when the **RAC** attend.
6. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.
7. Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
8. The **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** will not be responsible for any costs relating to animals.
9. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.

10. Where the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
11. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
12. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
13. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.
14. The cost of the following is not covered by this **RAC Breakdown**:
  - a) **specialist equipment**;
  - b) ferry charges for the **vehicle** and the **RAC's** vehicle;
  - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. the **RAC** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them;
  - e) recovery by someone other than **RAC** even if this is requested by the emergency services. The **RAC** will only provide recovery once instructed to do so by the emergency services.
15. In handling any **call-out** there may be more than one option available to the **driver** under this **RAC Breakdown**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with the **driver**, and act reasonably at all times.
16. This **RAC Breakdown** does not cover:
  - a) routine servicing, maintenance or assembly of the **vehicle**;
  - b) **caravan** or **trailers**, except as described under Section A;
  - c) use of the **vehicle** for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
  - d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car **rac**ing, use of the Nürburgring or other formal or informal **race** events;
  - e) **breakdowns** that occur off the public highway to which the **driver** or the **RAC** have no legal access;
  - f) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - g) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, the **RAC** can refuse to provide **service**. If **you** can demonstrate that the **vehicle** is roadworthy the **RAC** will provide **service**;
  - h) any **call-out** that is or may be affected by the influence of alcohol or drugs;
  - i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire.
17. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is the **drivers** responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

### Misuse of RAC Breakdown

Each **driver** must not:

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

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

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

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

**Changes to your details**

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

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

All communications from **TWG Services Limited, us** or the **RAC** shall be deemed duly received if sent to **your** last known address.

**Complaints**

**We** are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with the **services** relating to this **RAC Breakdown** such as **services** at or following a **breakdown**, or the included benefits please contact **us** as follows:

	<b>Phone</b>	<b>In writing</b>
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0330 100 3247	TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF  customer.relations@thewarrantygroup.com

## Your Data

### Data protection statement

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

### What is your data?

There are three types of data the RAC hold about you:

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

### How we obtain and collect your data

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

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

### How the RAC will use your data

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

### Your rights

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

1. Call the RAC's Customer Service Team: 0330 159 0337; or
2. Email the RAC: [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk); or
3. Write to the RAC:

RAC Motoring Services

Great Park Road

Bradley Stoke

Bristol

**BS32 4QN**