

Group 1 EV Platinum Plus Maintenance and Repair Warranty

Terms and Conditions

GROUP 1
AUTOMOTIVE®

RAC



What the Plan provides

The Group 1 EV Platinum Plus Maintenance and Repair Warranty (the Plan) provides a Maintenance Inspection at the start of each one-year period that the Plan lasts, plus connected Maintenance. Full detail is set out in section 6: Our responsibilities under the Plan.

The Periodic Maintenance Inspection must be carried out before our Maintenance and other obligations apply for the year in question. These maintenance inspections can be carried out at the same time as your vehicle is taken in for a service, MOT or at the latest within every 12 month period after the start date of this plan.

The Plan is designed to provide Maintenance of those parts not usually covered in standard periodic service schedules, therefore giving you extra peace of mind. The parts maintained are detailed in the Maintenance Inspection Checklist.

Maintenance is not included in the circumstances set out in section 10: What the Plan does not provide.

If you fail to keep the vehicle serviced in accordance with the manufacturer's requirements, then any repairs required as a result will not be covered under the Plan.

The full detail of what the Plan does and doesn't provide is set out in this document. Please read it carefully to ensure that you understand the details of the Plan and how to use it as set out in section 4: How to use the Plan

The agreement is limited to the maintenance of each included part on only one occasion during the period of the agreement.

The terms and conditions of this Plan cannot be changed except with our specific written agreement.

This is a service contract and not an insurance policy.

Other ways to receive this information

If you would like this document in another format, such as in large print, Braille or on CD, please call us on 0333 009 0288 to request a copy.

Provider and Administrator Information

This Plan is provided by The Warranty Group Services (Isle of Man) Limited (the Provider) Third Floor, St George's Court,

Upper Church Street, Douglas, IM1 1EE and administered by TWG Services Limited whose registered office address is at Twenty Kingston Road, Kingston Road, Staines-upon-Thames, Surrey TW18 4LG, United Kingdom.

In this Plan we/us/our refers to the Provider and the Administrator for ease of reference. Please use the contact details above should you need to contact us.

How to use the Plan

- The first inspection will be completed immediately at the start of this Plan and you will be provided with a completed checklist.
- Periodic Inspections and Making a Maintenance Request
- If your vehicle requires Maintenance under the Plan, or to arrange your subsequent Periodic Maintenance Inspections, contact your supplying dealer in the first instance.
- If your supplying dealer has no repair facilities or it is impractical to return your vehicle to them, you can select for your vehicle to be seen by another one of our authorised repairing dealers by going to yourvehiclecare.co.uk and clicking 'Get Repair Help' and 'Book a Repair'
- Alternatively, you can speak to one of our agents and they can assist you in booking into one of our approved garages by calling 0333 009 0288.
- Do not proceed with Maintenance or repairs until the request has been authorised by us. It is your responsibility to ensure the supplying dealer or approved repairer calls us for an authorisation number before any work is started.
- The repairer must telephone the Administrator on 0333 009 0288 and obtain a repair request authority number.
- On completion of the work, please arrange for us to be sent the repairer's invoice quoting the Plan number.
- The Administrator may authorise Maintenance or repairs immediately; call for other estimates; nominate another repairer; investigate the Maintenance or repair request further; insist on the use of factor or pattern parts; exchange or remanufactured units; or appoint an independent assessor to inspect the vehicle.
- In giving authorisation for Maintenance or repairs, we will assess repair times in line with Autodata (or equivalent

industry standard) recommended repair or service times and hourly labour rates at a maximum of £100 (plus VAT).

- If you are asked or are required to pay for repairs that are covered under your Maintenance & Repair plan from your own funds and you wish to re-claim the cost of repairs from us, can you please ensure the repairer/repairing dealer makes out the invoice to "TWG IOM c/o Your Name of Your Address" to allow us to arrange reimbursement.

Duration of the Plan

The Plan begins from the later of

- the date of the acceptance of your completed application for the Plan; or
- expiry of the manufacturer's warranty on your vehicle.

The Plan begins and ends on the date shown in the Schedule.

Our responsibilities under the Plan

We will meet our responsibilities under the Plan within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.

We accept responsibility for the quality of all Periodic Maintenance Inspections, Maintenance and repairs which are carried out on our behalf under the Plan.

This Plan is for inspecting, maintaining and repairing your vehicle and includes:

Periodic Maintenance Inspection – One Maintenance inspection of your vehicle at the start of each one-year period that the Plan lasts. Please read the attached Maintenance Inspection Checklist and Included Parts for listed items and full details.

If the Maintenance Inspection reveals a problem, the supplying dealer or an approved repairer may tell you what work is needed which is included under the Maintenance section of the Plan and tell you what other work is required or recommended that is not included under the Maintenance section of the Plan and what it may cost you if you decide to have the work done at your own expense.

Maintenance

- Labour and parts costs for repairs to maintain your vehicle if an Included Part fails to perform its function up to the repair value shown in your Validation Form. This Maintenance can take place:
- at the time of your normal servicing of the vehicle in accordance with the manufacturer's recommendations; or
- at any other time if an Included Part fails to perform its function
- The Maintenance will be limited to labour and parts costs up to the repair value shown in your Validation Form for each occasion on which Maintenance is provided
- The agreement is limited to the breakdown of each included part on only one occasion during the period of the agreement.

Using Your Vehicle Abroad

Your Maintenance and Repair Plan is valid anywhere in the UK, which includes Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man. The plan is also valid whilst your vehicle is outside the United Kingdom for a total of 60 days per annum, as long as you accept the following:

- The repair must be carried out in Europe, which means countries who are members of the European Union or EFTA (European Free Trade Association).
- We will not pay more than the manufacturer's list prices for parts and current warranty rates for labour time. Actual repair times will be limited to those defined by Autodata (or equivalent industry standard). Please bear this in mind if you authorise a repair overseas. In Europe, you can authorise repair work yourself with payment made direct by you;
- Claims requests put to us upon your return will be assessed in accordance with these terms and conditions.
- In order to validate your travel outside the UK, we will require a copy of your outbound and return travel tickets for either Eurotunnel or ferry crossings.
- The provider's liability is up to the maximum claim limit (including VAT or the local equivalent).
- The administrator will pay you in pound sterling at the Bank of England rate of exchange prevailing for the relevant currency at the time of failure, on receipt of a bona fide invoice.

Vehicle Replacement / Car Hire

- If the Autodata or equivalent recommended repair time exceeds 8 hours and we cannot resolve the matter in any other way, after this period, you can claim for a replacement vehicle for up to 7 days.
- If you have a valid claim, you can claim up to £50 a day (including VAT but not including fuel and insurance) towards the cost of a replacement vehicle whilst your vehicle is being repaired.
- The cost of the car hire must be within the overall claim limit and must be of a similar quality and specification to the vehicle being repaired. The hire car must also be arranged through a bona fide rental operator or VAT registered business providing car hire.
- You must get telephone approval direct from the Administrator before you use this service, please contact us on 0333 009 0288 (Monday – Friday, 9:00am - 5:00pm). We will not be liable for any additional costs in respect of:
- any delay the repairer may have waiting for parts or commencing repairs;
- parts transportation; or
- vehicle hire costs incurred awaiting parts transportation.

The Included Parts

Please see Schedule 2 for details of Included Parts.

What the Plan does not provide

The Plan does not provide Maintenance required due to or resulting from:

- not having the vehicle serviced in line with the manufacturer's servicing recommendations within 1 month or 1,000 miles;
- lack of normal and proper care in using your vehicle, including the incorrect use of fuel or grade of oil;
- any act, omission or negligence by you (or any user of your vehicle), which adds to the loss or damage;
- circumstances where it is reasonable for us to conclude that the need for Maintenance:

- has been caused by your failure to take preventative steps or notify us after the initial failure of a component;
- due to parts which are not Included Parts under this Plan;
- arises from incorrectly fitted parts; or
- arises from the failure of a component identified in the initial Maintenance inspection
- weather conditions which are the direct cause of the need for Maintenance including water ingress;
- accidental damage;
- the failure or breakdown of a part which is under any manufacturer's or supplier's warranty;
- any failure of parts which have reached the end of their normal working lives where the vehicle is greater than 8 years old or 80,000 miles at time of repair because of normal wear and tear;
- any parts which have not actually failed to perform their normal function that are replaced as part of another job, including but not limited to timing belts;
- exhaust emission MOT failures;
- corrosion;
- repair or replacement of parts not listed in the Included Parts and repair or replacement of parts listed in the Excluded Parts

Maintenance does not include the following:

- Design or existing faults – parts subject to recall by the manufacturer or failure of parts due to inherent design faults which existed prior to your purchasing the Plan;
- Dismantling - in the first instance, you will need to pay for the dismantling of the vehicle so that we can check if the problem is included in the Plan. If it is, we will also refund the dismantling costs in line with Autodata.
- Excluded Parts – please see the attached Schedule 2 for full details;
- We don't cover any changes to your vehicle other than those the manufacturer has approved in their original specification. We also don't cover vehicles that are modified for racing, rallying, track days (timed or untimed), competitions, or a paid service e.g., using it as a taxi, driving instructor or rental vehicles.

General Conditions

Your supplying dealer will carry out the first Maintenance inspection after the start of the Plan. If, however, the supplying dealer is unable to carry out any subsequent Maintenance inspection, please contact us so we can give you details of our approved repairer.

If your vehicle shows imminent signs of failure of parts or breakdown, do not continue to use it. This may cause greater damage which will not normally be covered by the Maintenance Plan.

Cancellations & Refunds

This warranty may be cancelled within 14 days of the start date of this plan with a full refund. Outside of this period we will provide a partial refund in respect of any 1-year period of the plan in provided no maintenance or repair requests has taken place and either:

- Your vehicle has been written off and is no longer able to be used, or

- If you become disabled after the start of the Plan which means you are no longer able to drive your vehicle or if you die whilst the Plan is in force and the vehicle is no longer used during the Plan period. In this instance, the refund will be paid to your beneficiary.
- If you have been provided the Plan free of charge, no refund will be due
- We will cancel the Agreement if you fail to provide us with the necessary information or knowingly provide incorrect information which affects our ability to provide a service to you. In such cases no refund will be due (see section 14: Misinformation & Fraud).

If you wish to cancel this Plan, either go online at yourvehiclecare.co.uk or contact us on 0333 009 0288.

Transferring your Plan

In some circumstances, if ownership of the vehicle has been transferred, we will transfer the Plan subject to our standard transfer conditions and administration fee applying at the time. To check, please go online to yourvehiclecare.co.uk or contact us on 0333 009 0288.

Queries & complaints

If you have any enquiry or complaint about your Maintenance Inspection or any repair work carried out on your Vehicle under the Plan, or the sale of this Plan, you should in the first instance contact the supplying dealer or approved repairer that carried out the Maintenance or inspection.

If you have a complaint about the terms of this Plan, administration or claims handling, you can contact us using the details provided on below.

Should you remain dissatisfied after you have made a complaint, we will provide you with details of how you can take any concerns further in our final response letter.

You may contact us at:

- Customer Relations Team, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF
- Telephone: 0330 100 3247
- Email: Customer.Relations@thewarrantygroup.com

Applicable Law

The law of England and Wales applies to this Plan and the parties shall submit to the non-exhaustive jurisdiction of the courts of England and Wales.

Misinformation or Fraud

We work closely and share data with law enforcement and fraud prevention agencies to identify fraud and support prosecution where the appropriate evidence exists. We, and other organisations, may access and use the information recorded by fraud prevention agencies. It is important that when applying for, renewing or amending this Plan, or making a repair request you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your Plan and the repair request.

If false or inaccurate information is provided and fraud is identified, then we may:

- not pay for any repairs and cancel your Plan

- report you to the relevant authorities
- pass the details to fraud prevention agencies
- recover any costs we've incurred and, if necessary, take any legal action to recover such costs

Data Protection

- We are the data controllers of the personal data you provide and are committed to protecting the privacy and security of your personal information.
- This includes your name as well as your contact details such as physical address, phone number and e-mail-address. If you do not provide the personal data required, we may be unable to provide the services contained under the policy.
- In addition to administration of your Plan and fraud prevention, this may involve sharing your information confidentially with suppliers of products or services (including repairs) engaged by you or by us in the purchase or performance of the policy.
- We may provide by post, email, text or telephone administrative information including expiry/renewal details. We may also provide other information in this way, including marketing about this and other similar products provided by our group of companies (which includes The Warranty Group Services (Isle of Man) Limited, TWG Services Limited and London General Insurance Company Limited) but you may contact us at any time to stop receiving any such other information. Your details will not be used for any other marketing purposes.
- Your personal data will be transferred outside the EU for policy administration.
- Your personal data will at all times be held securely and handled with the utmost care in accordance with all principles of EU Data Protection law.
- Your personal data will be kept for only as long as necessary after which time it will be destroyed if it is no longer required for the lawful purposes for which it was obtained.
- You have a number of rights to your data these include the right to be informed, have access, rectification, receive your data in a transferable format, erasure, restriction of processing and object to how your data is processed.
- To obtain a copy of your personal data held by us, for more information on the rights to your data or to exercise one of your data rights please contact our Data Protection Officer or see our website for more details. <https://www.assurant.co.uk/consumer-privacy-policy>
- Our Data Protection Officer can be contacted via our Customer Relations Team using the details above.
- You have the right to make a complaint at any time to the Information Commissioner, the UK supervisory authority for data protection issues.

Please note that calls may be recorded by us for training and monitoring purposes.

Schedule 1 – Maintenance Inspection Checklist

Section 1

- 1) Check operation of instrument gauges and horn.
- 2) Check operation of clutch (where applicable.)
- 3) Check operation of brake pedal.
- 4) Check parking brake performance

- 5) Check operation of door locks.
- 6) Check operation of central locking.
- 7) Check operation of door windows (manual/electric)
- 8) Operation of air conditioning/climate control system
- 9) Multimedia/Infotainment system (if applicable)
- 10) Audio equipment (if fitted)
- 11) Steering wheel mounted controls
- 12) Built in electrical supplies (USB, cigarette lighter etc)
- 13) Electric seats (if fitted)
- 14) Any other electrically operated factory fitted device
- 15) Ancillary items, cruise control, instrument control etc

Section 2

- 1) Check operation of interior lights, exterior lighting equipment and respective control lights and cluster illumination; Rear view mirror/sun visors; Front and rear side lamps; Head lamps; Stop lamps; Reflectors; Number plate lamp; Direction indicator lamps; Hazard lamps; Front and rear fog lamps.
- 2) Check operation of wipers and washers.
- 3) Check operation and condition of seat belts/mountings.
- 4) Check security of seats mountings and head rests.
- 5) Check condition of windscreen.
- 6) Check operation and condition of sunroof mechanism (if applicable).
- 7) Check engine mountings for security and condition.

Section 3

- 1) Check operation of bonnet latch, safety catch and hinges.
- 2) Check condition of road wheels for damage.
- 3) Check condition of tyres for wear and damage.
- 4) Check exhaust condition, including clamps, security, leaks and damage.
- 5) Check all items complete in tool kit.
- 6) Check satisfactory starting, general performance and behaviour. Pay particular attention to the operation (where applicable) of clutch, transmission, steering, suspension and brakes including A.B.S. Listen for abnormal noises and after road test perform a visual check for fluid leaks.

Section 4

- 1) Check fluid levels of brake, power steering, clutch, washer reservoir and battery (including security)
- 2) Check engine level, gear box levels manual/automatic (where applicable).
- 3) Check engine for oil and water leaks and for excessive noise.
- 4) Check wiring, pipes, hoses, oil and fuel feed lines for routing, damage, chafing and leaks (where visible).
- 5) Check timing belt has been changed in line with the current manufacturer's recommended intervals.

Section 5

- 1) Check steering operation and condition for leaks and security, tie rod ends, CV boots and rack boots condition
- 2) Check front and rear suspension condition
- 3) Check coolant system level and condition
- 4) Check condition of auxiliary drive belts and tension
- 5) Check catalytic converter/DPF

Section 6 – EV System

- 1) Check charge port door for proper operation.
- 2) Ensure charge port door sits flush and moves freely, opens consistently.
- 3) Check charge port indicator light.
- 4) Ensure vehicle will accept a charge.
- 5) Check Charge / Trickle cable is present.
- 6) Check condition of Charge / Trickle cable.
- 7) Ensure each of the Mobile Connector adaptors charge, latch and unlatch without problems.
- 8) Make sure both AC and DC plugs work.

Schedule 2 – Included and Excluded Parts

All included parts are subject to all of the exclusions and conditions of the Plan

Included Parts:

All mechanical and electrical parts

Other than as stated under “Excluded Parts” below, all mechanical and electrical parts are included for failure to perform their normal function together with:

Wear and Tear

Coverage for components that have reached the end of their normal working lives. provided the vehicle is less than 8 yrs. and /or 80,000 miles at point of claim.

EV System

Electric Traction Motor/Motor's, Inverter unit, Vehicle Control Module, Reduction gear, DC/DC converter, On-board charger, On-board charger connector, and Trickle charge cable, DC/AC Inverter, Thermal Management System, Body Control Module (electronic accessories).

Regenerative Braking System

Brake drum, Friction lining, Controller, Electric Generator (DC Motor), Linking mechanism.

Turbo (Hybrid Vehicles / Factory Fitted)

All Breakdowns due to carbonization are covered, including the Variable Nozzle Turbine (VNT) or Wastegate Actuator, or any other part of the Turbo. Foreign object damage is not covered on any turbo claim.

Factory-Fitted Multimedia Unit/ Infotainment Systems

We cover the following factory-fitted parts during the coverage period:

- CD player and CD autochanger
- Radio (including DAB)
- DVD player (including integrated rear headrest screens)
- Speakers
- Telephone and Bluetooth device
- USB audio interface and aux-in device
- iPod interface (or similar, as long as factory-fitted)
- Satellite navigation system and traffic management system (excluding discs)
- Remote-control and electronic key-fobs (excluding batteries)

Timing belts (Hybrid Vehicles)

Provided there is proof that the manufacturer's replacement recommendations have been complied with and they are free from contamination.

Casing (Hybrid Vehicles)

Cylinder block, gearbox, transfer box, differentials, and axle if they have been damaged by a failure of one of the included parts.

Air Conditioning / Climate Control

Factory fitted.

Diagnostics

In the event of a valid repair request we will pay up to £100 (including VAT) or 1 hour whichever is lower value.

Hybrid/electric Traction battery

A hybrid/electric car battery that has completely failed to hold any voltage/charge is covered provided that on the date You submit a request for its repair during the Period of Cover:

- the battery is less than 10 years old from the data of its first registration; and
- your Car has less than 100,000 miles on the odometer.

If Your Lithium-ion (the “battery”) requires a repair due to failure We will repair the unit, or replace it with a new, reconditioned, or re-manufactured part at Our discretion. Please note the costs associated to this will be covered under this Policy.

A battery is considered as failed when it will:

- not receive charge,
- not hold charge; or
- fails to discharge via propulsion of the Vehicle in the manner for which it was intended to do so.

Please note: The replacement may not restore the Vehicle to a “like new” condition but We will ensure the energy capacity of the replacement battery is at least equal to that of the original Battery before the failure occurred whilst taking into account other factors such as age and mileage of the Vehicle.

Excluded Parts:

General

- (i) Any Failure of parts which have reached the end of their working lives because of age or mileage.
- (ii) All bodywork handles and hinges, interior/ exterior trim, brightwork, paint, glass (including front & rear heated screens & elements), weatherstrips, rubber seals, sheet metal, sun roof guides, seats (including all internal electrical/mechanical components), carpets, seat belts and pretensioners, wiper arms/blades /washer jets, wheels and tyres, wheel alignment/ tracking/balancing adjustments.
- (iii) Parts subject to manufacturer's servicing requirements or periodic repair including but not limited to spark plugs/ glow plugs, Electrical leads and all filters.
- (iv) Any item or accessory not in the manufacturer's original specifications.
- (i) On convertible vehicles the roof together with pumps, motor mechanisms and any retractable panel/mechanism are not included

Working materials

Unless working materials and supplies required as a direct result of the failure of an included part.

Clutch

Where the failure is due to the clutch having reached the end of its normal working life where the vehicle is over 8 years and / or 80,000 miles at the time of the repair request due to normal wear and tear, or the clutch is burnt out.

Brakes

Brake discs, brake pads, brake linings / shoes.

Contaminated fuel

The clearing of fuel lines, filters, and pumps/ injectors.

Electrics

Bulbs, High Intensity Discharge (HID), lamps / lenses, batteries, fuses, wiring terminals and remaking of disturbed electrical connections (other than electrical failures of main headlight units).

Miscellaneous items

Air conditioning recharging, ECU reflashes / upgrades, exhaust system, auxiliary drive belts, brackets, mountings, tapping's, supports, fixings and fastening devices, fuel tank and fuel lines, rubber hoses, metal pipes or plastic pipes and unions, core plugs and air bag.

EV System (Battery Electric & Plug-In Hybrid Electric Vehicles)

Any damage to the vehicle's hardware or software, or any loss or harm to any personal information/data uploaded to your vehicle resulting from unauthorised access to vehicle data or software from any source, including non-original equipment manufacturer parts or accessories, third party applications, viruses, bugs, malware, or any other form of interference or cyber-attack.

Failure due to power surges, power overloading, abnormal use, and damage due to inappropriate or incorrect charging sources.

Overloading the vehicle. Non-factory fitted components. Using the vehicle as a stationary power source.

Software updates or reprogramming unless required due to the failure of a covered part. Water ingress (including damage to covered components caused by water).

Factory-Fitted Multimedia Unit/ Infotainment Systems

If the failure is:

- Accidental damage
- Aerials
- Design faults and recalled parts
- Adjustments, upgrades, modifications, or parts not fitted by the manufacturer

Hybrid/electric Traction battery

Hybrid/electric car batteries that are holding charge/voltage but have range degradation or a reduction in drive capacity.

RAC Breakdown

Terms & Conditions

Contact information

	Telephone	Online/In Writing
Breakdown	0330 159 8492 Quote O180	www.rac.co.uk/ reportbreakdown
Customer Services	0330 100 3728	TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF motor.admin@assurant.com
Hearing assistance	Telephone prefix 18001 to access Typetalk or text RAC on 07855 828282	

Telephone charges

Please note that **RAC** do not cover the cost of making or receiving telephone calls. Calls to **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 RAC with

1. **Your** name or **policy** number and quote O180
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 **RAC** know if **you** have called **RAC** but manage to get going before **RAC** arrive.

RAC will only provide **service** if **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 **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;

"Group 1 - Automotive UK Limited"/"we"/"us"/"our" means Automotive UK Limited as shown on the **validation form** and each of its authorised agents who has arranged this **RAC Breakdown**.

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

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

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

"RAC" means the service provider who agrees to provide services under this agreement;

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

"reimburse"/"reimbursement" means reimbursement by **RAC** under the reimbursement process;

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

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

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

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

"validation form" means the document entitled "validation form" containing important details about this **RAC Breakdown** and levels of cover;

"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 **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 **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 **RAC** who will provide these **services** on **our** behalf. Please note that **you** do not have any rights under the arrangements between **us** and **RAC**.

Reimbursement

Under some sections, **you** may need to pay for the **service** up front and claim this back from **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact **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. **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. **RAC** will arrange and pay for a hire car. The category of the type of hire car which **RAC** will arrange is a family hatchback, but cannot guarantee this and may offer more than one hire car;
2. If you are not eligible for a hire car arranged by **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 **RAC** know before you hire a car, and then provided **RAC** have agreed the cost, **RAC** will reimburse you up to £35 per day;
3. Where **RAC** arrange a hire car **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. **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; or
 - 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). **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, **RAC** will get a message to them.

Additional services

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

If **you** need extra help, **RAC** will agree the costs up front and will need full payment before **RAC** can help. If **you** took out **RAC Breakdown**, **you** will be responsible for any additional charges so if **RAC** help someone under **your RAC Breakdown** and they cannot pay, **RAC**

will invoice **you**. This is why **RAC** request proof of identity at the **breakdown**.

Your Cover

Section A. Roadside (Included)

Service provided

If the **vehicle breaks down** within the **UK** more than $\frac{1}{4}$ mile from **your home**, **RAC** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **RAC** are unable to repair the **vehicle** at the roadside, **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 **RAC** recover the **vehicle** to a garage, **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 **RAC**;
3. Any **breakdown** resulting from a fault that **RAC** have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) **our** advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

Section B. At Home

RAC Breakdown includes cover for At Home.

Service provided

RAC will provide the same cover as the "Covered" part of Section A (Roadside) if **your vehicle breaks down** at, or within $\frac{1}{4}$ mile of, **your home**.

Service not provided

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

Section C. Recovery

RAC Breakdown includes cover for Recovery.

Service provided

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

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

Service not provided

1. Please see the "Not Covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut key.

Section D. Onward Travel

RAC Breakdown includes cover for Onward Travel.

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

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. **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**. **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

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 **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. **RAC** will not provide **service** where the **vehicle** is already at a garage or other place of repair.
4. Where **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, **RAC** will not provide **service**.
5. A **driver** must be with the **vehicle** when **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**. **RAC** will not be responsible for any loss of or damage to them.
7. Where **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
8. **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **RAC** will not be liable for any injury to animals, or damage caused by them. **RAC** will not transport any livestock. **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 **RAC** provide a repair to the **vehicle**, whilst **RAC** are responsible for that repair, this does not mean that **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
11. **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, **RAC** will not pay for any loss of earnings or missed appointments.
12. **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **RAC** will try to check that the garage will undertake the type of repairs required, **RAC** cannot guarantee this. **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, **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 **RAC's** vehicle;
 - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **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. **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**. **RAC** will decide which is the most appropriate option based on the expertise of **RAC** in **breakdown** situations. In doing so **RAC** will act in consultation with the **driver**, and act reasonably at all times.
16. This **RAC Breakdown** does not cover:
 - a) routine servicing, maintenance or assembly of the **vehicle**;
 - b) **caravan** or **trailers**, except as described under Section A;
 - c) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - d) **breakdowns** that occur off the public highway to which the **driver** or **RAC** have no legal access;
 - e) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - f) **vehicles** that are not in a roadworthy condition. If **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **RAC** can refuse to provide **service**. If **you** can demonstrate that the **vehicle** is roadworthy **RAC** will provide **service**;
 - g) any **call-out** that is or may be affected by the influence of alcohol or drugs;
 - h) any **breakdown** that is caused by or as a result of **vehicle** theft or fire.
17. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is the **drivers** responsibility to ensure that the record is accurate and complete, and **RAC** will not be responsible for any errors or omissions.

Misuse of RAC Breakdown

Each **driver** must not:

1. Behave inappropriately towards **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **RAC** into a dishonest or illegal act;

3. Omit to tell **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, **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.

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, **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 **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**.

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 **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:

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomer@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@assurant.com

Your Data

Data protection statement

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

1. Personal data is information **RAC** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number;
2. **RAC** will may also hold data about **you** that is not personal, for example, information about **your vehicle**; and
3. A small number of **RAC** services require the collection and storing of special categories of personal data. **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 **RAC** through social media or make a **claim** under **your RAC Breakdown**. **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 **RAC** will be unable to provide **you** with cover, as well as services related to administering **your RAC Breakdown**.

How RAC will use your data

RAC will use **your** data for the administration of **your RAC Breakdown**, for example, helping **you** if **you** make a **claim**. **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 or contact the Data Protection Officer:

1. Call **RAC's** Customer Service Team: 0330 159 0337; or
2. Email **RAC**: membershipcustomer@rac.co.uk; or
3. Write to **RAC**:

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