First Directory
Motor Breakdown Assistance

Policy Terms and Conditions
Effective from 1 November 2018

Please read this policy document and keep it for reference.

Call **0800 046 83 11** in the event of a Motor Breakdown in the UK, or **+44 1603 606 385** in the event of a Motor Breakdown in Europe.

- Emergency roadside repairs, including from your home address.
- Cover is for you as a driver or passenger in an eligible vehicle within the UK and Europe.
First Directory Motor Breakdown Assistance: Policy Terms and Conditions

1. Introduction

These are the terms and conditions for your First Directory Motor Breakdown Assistance policy which is administered by Aviva Insurance Limited Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The cover for sections A & B and any additional services is provided by RAC Motoring Services. Registered no 01424399. The cover for sections C & D are underwritten by 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 and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

These terms and conditions give you full details of what is covered, what is not covered, the limits and conditions that apply and how to make a claim – you should read them and keep them in a safe place. If you fail to comply with these terms and conditions, the RAC may refuse cover in the event of a claim.

If you need to contact first direct regarding the administration of this insurance, please call us on 03 456 100 100.

Definition of words

When the following words or phrases appear in bold, they will have the meanings described below:

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
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<tbody>
<tr>
<td>Beyond economical repair</td>
<td>When the total cost required to repair the vehicle, including any taxes, is greater than the market value of the vehicle. If the vehicle has broken down or been involved in a road traffic collision in Europe, the total cost required to repair the vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the breakdown or road traffic collision has occurred.</td>
</tr>
<tr>
<td>Breakdown, Breakdown, Broken down</td>
<td>An event that stops the vehicle from being driven because of a mechanical or electrical failure (including battery failure, running out of fuel and flat tyres) but not as a result of mistfuel, a road traffic collision, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the driver of the vehicle (other than running out of fuel or battery failure), or any key related issue (other than keys locked in the vehicle).</td>
</tr>
<tr>
<td>Claim, Call-out</td>
<td>Each separate request for service or benefit for cover under any section of this policy.</td>
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<tr>
<td>Caravan, Trailer</td>
<td>Any caravan or trailer that is less than (a) 3,500kg (3.5 tonnes); (b) 7.0 metres (23ft) long including a tow bar; (c) 2.55 metres (8ft 4in) wide; and (d) 3.0 metres (9ft 10in) high.</td>
</tr>
<tr>
<td>Europe</td>
<td>Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (European side plus Uskudar), Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe.</td>
</tr>
<tr>
<td>Home</td>
<td>The address in the UK where you live permanently.</td>
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<tr>
<td>Journey</td>
<td>Means a holiday or trip in a vehicle to Europe which begins on departure from the home and ends on return to the home.</td>
</tr>
<tr>
<td>Market value</td>
<td>The market value in the UK as reasonably determined by the RAC, in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guides), of a vehicle, based upon a vehicle of the equivalent age, make, recorded mileage and model as the vehicle.</td>
</tr>
</tbody>
</table>
2. Period of Cover

First Directory Motor Breakdown Assistance is available to **you** as a First Directory holder (the person or persons named on the first direct 1st Account from which the monthly fee is deducted).

**Your** cover will begin as soon as **you** become a First Directory holder, or 1 November 2018, whichever is the later. This cover will end with effect from the first date on which any of the following happen:

- **you** cease to be a resident within the **UK** (meaning that **your home** is no longer there);
- **you** are no longer a First Directory holder; or
- first direct removes this cover as a benefit of First Directory.

3. Your cover

This policy covers **you** in the event of **vehicle breakdown**. **Your** cover is personal to **you**. **You** are therefore covered whilst travelling in any eligible **vehicle** as a driver or passenger and in attendance at the time of the **breakdown**.

First Directory Motor Breakdown Assistance has been designed to protect **you** against costs incurred in the event of a **breakdown** within the **UK** or **Europe**.

**IMPORTANT**

- In order to make a claim under Section C (Onward Travel), the **RAC** must have first attended under Section A (Roadside Assistance and Recovery) or Section B (At Home);
- There is a limit to the amount that is covered for certain types of **claims** or for certain sections, as set out in this policy.

**Meeting your needs**

- This policy is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future and that certain additional risks relating to the **breakdown** of **vehicles** are met.
- 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**.
Additional benefits

Urgent message relay
If the vehicle has broken down and you need to get in touch with friends and family urgently, the RAC will get a message to them.

Replacement driver
If you become ill during a journey in the UK and no one within the party can drive the vehicle, the RAC may be able to provide a replacement driver. This service is discretionary, and the RAC will decide whether or not to provide this service.

Additional services
The RAC can provide additional services that are not included in your policy but the RAC will charge for these, for example to:
1. Purchase the replacement parts you need to get on your way;
2. Pay for specialist equipment, i.e. equipment that is not normally required by the RAC to complete repairs and recoveries, for example winching and specialist lifting equipment;
3. Extend the hire time for a replacement car; or
4. Arrange a second or extended recovery.
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 are the First Directory holder, you will be responsible for any additional charges. This means if the RAC help someone under your policy and they cannot pay, the RAC will invoice you. This is why the RAC request proof of identity at the breakdown.

Hire Car Terms

What is covered
Certain sections of this policy include the supply of a hire car and the following terms will apply:
1. Hire cars must be arranged with the RAC within 24 hours of the time of breakdown
2. For Section C the RAC will arrange and pay for the hire of a compact saloon for up to 24 hours
3. For Section D the RAC will arrange and pay for the hire of a compact saloon for up to 14 days, or until the vehicle has been fixed, if sooner. If the vehicle has more seats than the hire car that the RAC provide and you require more seats, the RAC may need to provide two hire cars.
4. If you are not eligible for a hire car arranged by the RAC for any reason, such as not meeting the hire car provider’s terms (e.g. you have points on your driving licence) and choose to hire a car yourself, you should let the RAC know before you hire a car. If the RAC have agreed the cost, they will reimburse this cost up to a maximum of £35 per day;
5. Where the RAC arrange a hire car, the RAC will pay the insurance and collision damage waiver (this covers the cost of damage, but in the case of an accident you would still need to pay the excess).

What is not covered
In addition to the conditions and exclusions which apply to this whole policy, there is no cover for:
1. Any specific car make, model or accessories, including tow bars; or
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.

Cover Sections

Section A - Roadside Assistance and Recovery

What is covered
First Directory Motor Breakdown Assistance includes cover for roadside assistance and recovery. If the vehicle breaks down within the UK more than a quarter of a mile from your home, 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, you and up to seven passengers travelling in the vehicle to a single destination chosen by you within the UK. For long distances the RAC may use more than one recovery vehicle.
3. If the **vehicle** has **broken down** due to misfuelling, the **RAC** will recover the **vehicle** to a destination within 10 miles of the **breakdown**.

   If the **RAC** recovers the **vehicle** to a garage, they will **reimburse you** for taxi costs for **you** and up to seven passengers travelling in the **vehicle** to continue the journey to a single destination within 20 miles.

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

**Caravans or Trailers**

If a **caravan** or **trailer breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this policy if a **caravan** or **trailer breaks down**.

However, if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it, the **RAC** will recover the **caravan** or **trailer** as well.

**What is not covered**

In addition to the conditions and exclusions which apply to this whole policy, there is no cover for:

1. The cost of any replacement parts;
2. The fitting of replacement 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. the **RAC's** advice after a temporary repair has not been followed;
4. 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;
5. A second recovery owing to the intended original destination being closed or inaccessible; or
6. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

**Section B - At Home**

**What is covered**

This policy includes cover for **vehicle breakdown** at **home**.

The **RAC** will provide the same cover as the “What is covered” part of Section A (Roadside Assistance and Recovery) if the **vehicle breaks down** at **home**, or within a quarter of a mile of **your home**.

**What is not covered**

Please see the ‘What is not covered” part of Section A (Roadside Assistance and Recovery), which also applies here.

**Section C – Onward Travel**

This policy includes cover for onward travel.

**What is covered**

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

- Hire Car;
- Alternative transport; or
- Overnight accommodation.

**Hire Car**

Please see Hire Car terms section. Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**.

**Alternative transport**

If **you** 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 the value of £150 per person or £500 for the whole party, whichever is less.
Overnight accommodation

If you 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.

Assistance in a medical emergency

What is covered
The RAC will also help if you 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 you and up to seven passengers travelling in the vehicle if the hospital is more than 20 miles from home. The RAC will reimburse up to £150 per person or £500 for the whole party, whichever is less; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

What is not covered
In addition to the conditions and exclusions which apply to this whole policy, the RAC will not assist where you or one of the passengers is taken ill during a planned journey to or from a doctor’s surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section D - European Motoring Assistance

This policy includes cover for European motoring assistance. The cover under this section is subject to an aggregate overall limit of £2,500 per call out and is subject to further limits in respect of each type of cover. Each journey is limited to a maximum of 90 days.

Section D1 - Onward Travel in the UK

What is covered
If the RAC attend a breakdown under Section A (Roadside Assistance and Recovery) or Section B (At Home) and cannot fix the vehicle by the date you intend to start a journey and the breakdown occurs within 24 hours of the date you intend to start a journey, the RAC will arrange a hire car for the continuation of your journey up to the value of £125 per day for up to 14 days and up to a maximum of £1,500 in total.

The RAC may ask for proof of the date you intended to start your journey.

What is not covered
In addition to the conditions and exclusions which apply to Section D (European Motoring Assistance) and the conditions and exclusions which apply to this whole policy, there is no cover for requests following a road traffic collision.

Section D2 - Roadside Assistance in Europe

What is covered
If the vehicle breaks down or is involved in a road traffic collision in Europe during a journey, the RAC will send help to either:
1. 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:
   a. recover the vehicle and you and up to seven passengers travelling in the vehicle to a local garage for fault diagnosis on the vehicle;
   b. pay for the initial fault diagnosis to find the next course of action;
   c. contribute towards the garage labour charges of up to £150 when the vehicle can be repaired on the same day;
   d. help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
   e. The RAC will also relay any urgent messages from you to a contact of your choice.

What is not covered
In addition to the conditions and exclusions which apply to Section D (European Motoring Assistance) and the conditions and exclusions which apply to this whole policy, there is no cover for:
1. Repair costs, including garage labour charges:
   a. if the vehicle was in a road traffic collision;
   b. if the breakdown is as a result of the vehicle being misfuelled; or
   c. if the vehicle repair costs will be more than its market value.
2. The costs of any replacement parts.

Note: By claiming under this section you are authorising the RAC and the garage to undertake fault diagnosis.
Section D3 - Onward Travel in Europe

What is covered
If the vehicle has a breakdown or is involved in a road traffic collision during a journey in Europe and the RAC establish that the repairs cannot be completed within 12 hours, the RAC will help you by making arrangements for you and up to seven passengers travelling in the vehicle to continue the journey. You can choose either:
1. Alternative transport; or
2. Additional accommodation expenses.

Alternative transport
The RAC will arrange either:
1. A hire car as a replacement until the vehicle has been fixed, for up to 14 consecutive days; or
2. A standard class ticket up to the value of £125 per person per day, up to a maximum of £1,500 in total for travel by air, rail, taxi or public transport.

Additional accommodation expenses
The RAC will arrange and pay for additional accommodation expenses if you are unable to use your pre-arranged accommodation for up to £30 per person per day, up to a maximum of £500, for you and up to seven passengers travelling in the vehicle.

Getting your passengers home
The RAC will provide alternative transport as above to get you and up to seven passengers travelling in the vehicle back home if:
1. The vehicle is brought back home under Section D4 (Getting the Vehicle Home); or
2. The RAC establish that the repair costs to the vehicle exceed its market value under Section D4 (Getting the Vehicle Home).

What is not covered
In addition to the conditions and exclusions which apply to Section D (European Motoring Assistance) and the conditions and exclusions which apply to this whole policy, there is no cover for:
1. Accommodation where you have suitable alternative accommodation that can be used; or
2. Breakdowns as a result of the vehicle being misfuelled.
3. Cover under this section will stop once:
   a. The vehicle has been repaired to a roadworthy condition; or
   b. The decision to bring the vehicle home is made by the RAC or any motor insurer; or
   c. The RAC establish that the repair costs to the vehicle exceed its market value.

Once you are notified of cover ending, if you have a hire car, it must be returned to the place agreed with the RAC within 24 hours. You can keep the hire car for longer if you agree this with the RAC first and pay for it.

Section D4 - Getting the Vehicle Home

What is covered
If the RAC attend a breakdown or a road traffic collision in Europe under Section D2 (Roadside Assistance in Europe) and the vehicle cannot be repaired before the planned return to the UK, the RAC will arrange and pay for:
1. Recovery of the vehicle to a single destination of your choice within the UK, and
2. Storage charges for the vehicle whilst waiting for the vehicle to be returned to the UK; or
3. If the vehicle is repaired in Europe, the cost for one person to travel to collect the vehicle by standard class rail or air fare and public transport of up to £600 and a contribution towards room-only accommodation of up to £30 per day;
4. If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, the RAC will pay the cost of the import duty;
5. Reimbursement for a hire car, for up to 24 hours, in the UK once the RAC have brought you and up to seven people travelling in the vehicle home under Section D3 (Onward Travel in Europe), until the vehicle is brought back to the UK.

The RAC will take you and up to seven passengers travelling in the vehicle home under Section D3 (Onward Travel in Europe).
It is the RAC's decision whether to get the broken down vehicle home or have it repaired locally. The RAC will follow the motor insurer's decision whether to get the vehicle home or have it repaired locally following a road traffic collision covered by any motor insurance.

IMPORTANT

Following authorisation by the RAC, it can take up to 14 working days for the vehicle to be delivered back to the UK. At busy times and from some countries it may take longer.

If the RAC do not bring the vehicle back to the UK, you will have 10 weeks in which to advise the RAC of how you wish to recover or dispose of it. If you do not contact the RAC within 10 weeks, the RAC will dispose of it at your cost.

What is not covered
In addition to the conditions and exclusions which apply to Section D (European Motoring Assistance) and the conditions and exclusions which apply to this whole policy, there is no cover for:

1. Any costs:
   a. if the vehicle is beyond economical repair;
   b. if the breakdown is as a result of the vehicle being misfuelled;
   c. covered under any other motor insurance policy;
   d. relating to storage once you have been notified that the vehicle is ready to collect; and
   e. relating to any costs incurred as a result of actions or omissions of any motor insurers;

2. Taking the vehicle back home if:
   a. the vehicle is roadworthy; or
   b. a Customs officer or other official finds any contents in the vehicle that are not legal in that country;

3. Any import duties not relating to the vehicle, for example relating to items carried in the vehicle; or

4. The costs of fuel, insurance or meals.

The RAC will only cover costs under this section up to the market value, so if you want the RAC to bring the vehicle home and the costs of bringing the vehicle home exceed this amount, you will need to pay any costs above this amount before the RAC make arrangements.

Section D5 - Vehicle Break-in Emergency Repairs

What is covered
Before claiming under this section, the break-in must be reported to the police within 24 hours of the break-in being discovered, in order to obtain a written report.

If the vehicle suffers damage to windows, windcreens or locks caused by forcible entry or attempted forcible entry, although this is not a breakdown the RAC will reimburse you up to £175 for:

1. Immediate emergency costs incurred in order to continue the journey; or
2. The costs of recovering the vehicle to a local repairer to ensure the vehicle is secure and roadworthy

What is not covered
In addition to the conditions and exclusions which apply to Section D (European Motoring Assistance) and the conditions and exclusions which apply to this whole policy, there is no cover for:

1. The cost of any replacement parts; or
2. Any benefits provided under any other section of this policy.

Section D6 - Replacement Driver

What is covered
Although this is not covered as a breakdown under this policy, if you suddenly or unexpectedly fall ill during the journey in Europe, meaning you are unable to drive, the RAC will provide a replacement driver to allow the journey to continue or return home. The RAC will require written confirmation from the treating hospital or medical expert that you are unable to drive.
What is not covered
In addition to the conditions and exclusions which apply to Section D (European Motoring Assistance) and the conditions and exclusions which apply to this whole policy, there is no cover for:
1. Replacement driver provision if there is another qualified driver who is a passenger and who is fit and legally able to drive the vehicle; or
2. Any benefits provided under any other section of this policy.

Breakdown or a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If the vehicle breaks down or is involved in a road traffic collision, fire or theft on a French motorway, motorway service area, or other European private motorway, you must use the roadside emergency telephones as the RAC cannot send assistance. If the vehicle is recovered by the police or authorised motorway services, you may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

The RAC will reimburse these charges as long as the vehicle is towed to the local recovery company’s depot. This may also apply to other roads in Europe, so the RAC recommend you use the emergency phones where available. If local emergency services will not send a breakdown recovery vehicle, you should contact the RAC.

Conditions and exclusions which apply to Section D (European Motoring Assistance)

1. The RAC will not cover any call-out for any repairs to a vehicle which are not essential in order to continue the journey;
2. Any claim which you could make under any other insurance policy. If the value of the call-out is more than the amount which can be recovered under another policy the RAC may pay the difference, subject to the limits as set out in this policy;
3. You must make sure the vehicle meets all relevant laws of the countries visited during a journey;
4. The exchange rate between Great British Pounds (GBP) and other local currencies is calculated as follows:
   a. Any costs incurred directly by the RAC in a currency other than GBP will be converted to GBP at the exchange rate used by the RAC at the time;
   b. Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
      i. at the exchange rate used by the credit or debit card provider; or
      ii. at the exchange rate used by the RAC when a claim form is received if you paid in cash;
5. 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.
6. If, following a breakdown, the vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in the reasonable opinion of the RAC that would lead to additional costs being incurred, the RAC reserve the right to refuse to provide cover under Section D3 (Onward Travel in Europe), or Section D4 (Getting the Vehicle Home);
7. If the breakdown or a road traffic collision is caused by flooding brought about by adverse weather the RAC will only arrange for the vehicle to be taken to a local repairer. All further services will be at an additional cost paid by you, or must be referred to the vehicle’s motor insurer;
8. This policy does not cover:
   a. vehicle storage charges, other than under Section D4 (Getting the Vehicle Home);
   b. call-outs if the vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by the manufacturer, or a locking wheel nut;
   c. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
   d. overloading of a vehicle under the laws in any country in which the vehicle is travelling;
   e. breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

Conditions and exclusions which apply to this whole policy

The following conditions and exclusions also apply to this whole policy. If you do not comply the RAC reserve the right to refuse cover:
1. You must request services directly from the RAC as the RAC will only provide cover if they make arrangements to help you.
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 the vehicle to a place of repair and your policy will not cover this.

3. The RAC will not cover any claim 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 cover.

5. You must be with the vehicle when the RAC attend.

6. When a hire car, taxi, hotel or similar benefit is arranged under this policy, the RAC will always try to find a suitable option that is available at the time, however:
   a. the RAC are not responsible for the quality or service of each individual hotel, train or taxi booked, and
   b. for hire cars, whilst reputable companies are used, the RAC are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;

7. You are responsible at all times for the care of any 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.

8. Where the RAC recover passengers under the age of 16, they must be accompanied by an adult.

9. The RAC will not allow animals in their vehicles, except guide dogs. Any animals can remain in the vehicle at your 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.

10. 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.

11. 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 the responsibility of the vehicle owner.

12. The RAC will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this policy. For example, the RAC will not pay for any loss of earnings or missed appointments.

13. 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.

14. During extreme weather such as snow or floods, or other events such as riots, war, civil unrest or industrial disputes, the RAC’s services can be interrupted. They will resume their service to you as soon as they can in these circumstances.

15. The cost of the following is not covered by this policy:
   a. equipment that is not normally required by the RAC to complete repairs and recoveries, for example winching, specialist winching and specialist lifting equipment;
   b. tolls, ferries or congestion 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, other than the cover provided in Europe under Section D5 (Vehicle Break-in Emergency Repairs). In the UK, 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; or
   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.

16. In handling any claim there may be more than one option available to you under this policy. 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 you and act reasonably at all times;

17. The vehicle must be privately owned.

18. This policy does not cover:
   a. motorcycles;
   b. routine servicing, maintenance or assembly of the vehicle;
   c. caravans or trailers, except as described under Section A (Roadside Assistance and Recovery);
d. use of the vehicle for business, public or private hire or commercial purposes, or for demonstrating and/or carrying trade plates;
e. breakdowns resulting from activities that are not subject to the normal rules of the road e.g. rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
f. breakdowns that occur off the public highway in a place to which you or the RAC have no legal access;
g. 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;
h. 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, they can refuse to provide service. If you can demonstrate that the vehicle is roadworthy, the RAC will provide service;
i. any claim that is or may be affected by the influence of alcohol or drugs;
j. any breakdown that is caused by or as a result of vehicle theft or fire; or
k. any claim under this policy where the breakdown was first reported to the RAC under a different policy.

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

4. What to do in the event of a breakdown

The RAC will need the following when you call to report a breakdown:

1. Your name
2. The vehicle’s make, model and registration number
3. The exact location of the vehicle - the road it is on or the nearest road junction
4. The number of the phone you are using; and
5. The cause of the breakdown, if you know it.

The RAC will ask you to provide identification such as a bank card or driving licence.

If you fail to make contact within 24 hours of becoming aware of the breakdown, cover 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 cover where the RAC have arranged help so please don’t go directly to a garage or other recovery service.

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 firstdirect.com to download a claim form. If you have any queries please contact the RAC on 0800 046 8311 (or +44 1603 606 385 from Europe).

Please send a completed claim form with proof of payment (such as a receipt) to First Directory Motor Breakdown Assistance, c/o RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN. Completed claim forms and proof of payment can also be emailed to firstdirect@rac.co.uk

The RAC may ask you to supply original documents.

Misuse of First Directory Motor Breakdown Assistance

The RAC may refuse cover if you:
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 a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by your policy to try and obtain a service;
6. Pay for additional services or goods in the knowledge that the payment has failed or will fail, with no intention of providing alternative payment.
If these conditions are not complied with:

1. the RAC reserve the right to refuse to provide any services to you under this policy with immediate effect.
2. first direct reserve the right to immediately cancel First Directory.

**Other Information you need to know**

**Your cancellation rights**
This cover is part of your First Directory and cannot be cancelled in isolation. If you wish to cancel this insurance you will need to cancel First Directory. To cancel First Directory, please contact first direct on 03 456 100 100.

**Our cancellation rights**
first direct can close your First Directory for any reason by giving you at least 30 days’ notice. In certain circumstances, first direct can close your First Directory immediately. Full details of when this can happen are outlined in section 7.2 (When we can close First Directory) of your First Directory Terms and Conditions.

**Change of Insurer**
first direct may from time to time use a different insurer to provide you with First Directory Motor Breakdown Assistance. first direct will notify you prior to any change of insurer and advise you of any change in cover.

**5. Complaints Procedure**

**Sales and Service**
If you have any cause for dissatisfaction regarding the administration of First Directory or about the way in which the policy was sold, please give first direct a call on 03 456 100 100 or using the contact details on firstdirect.com

**Breakdown Service**
The RAC are committed to providing you with the highest standard of service and customer care. However, there may be occasions when you feel you did not receive the standard of service you expected.

If you would like to complain about any aspect of the service the RAC have provided to you under this policy please contact the RAC as set out below.

Please bring the complaint to the attention of RAC as soon as you can as this will assist the RAC and you to resolve the complaint as quickly as possible.

If you are dissatisfied with any aspect of the breakdown services provided:

1. Call the RAC customer care number on: 0330 159 0337; or
2. Write to:
   First Directory Motor Breakdown Assistance
   c/o RAC Motoring Services
   Great Park Road
   Bradley Stoke
   Bristol BS32 4QN; or
3. Email: firstdirect@rac.co.uk

Please provide your full name, contact telephone number, and, where applicable, the vehicle registration number. Please also enclose copies of relevant correspondence as this will help the RAC to deal with your complaint in the shortest possible time.

If you are not satisfied with your final response you can refer the matter to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Alternatively, you may contact them by telephone on 0300 123 9123, by emailing complaint.info@financial-ombudsman.org.uk, or simply visiting their website at www.financial-ombudsman.org.uk.

Complaining to the Ombudsman will not affect your legal rights.
6. Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or by phone on 0800 678 1100 or 0207 741 4100.

The cover provided by RAC Motoring Services under Section A (Roadside Assistance and Recovery) and Section B (At Home) or additional services provided under this policy are not covered by FSCS. Cover provided by RAC Insurance Limited under Section C (Onward Travel) and Section D (European Motoring Assistance) of this policy is covered by the FSCS.

7. Data Protection

first direct Privacy Overview

first direct’s Privacy Notice explains how we collect, use, disclose, transfer and store your information and sets out your rights in relation to your information. A copy of first direct’s Privacy Notice is available separately and first direct will inform you when any changes are made to it. You can find an overview in your First Directory Terms and Conditions, or see the full Privacy Notice at firstdirect.com or by asking for a copy by telephone on 03 456 100 100.

RAC Privacy Notice

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you supply is RAC Motoring Services (RACMS). Additional controllers include Aviva Insurance Limited and first direct. This enables you and the RAC to enter into a contract for First Directory Motor Breakdown Assistance, in making a request for service or benefit, and for administering the policy with RACMS and Aviva Insurance Limited.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing dpo@rac.co.uk or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains your personal data from first direct for the purposes set out below. RACMS also obtains your personal data when you contact the RAC directly in relation to your First Directory Motor Breakdown Assistance. Please be aware that the RAC may record telephone calls for staff training and evidential purposes.

The categories of your personal data that the RAC obtain about you are:

- name;
- policy number;
- vehicle registration number;
- vehicle manufacturer;
- vehicle model;
- DVLA date of vehicle first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide the RAC from time to time.

RACMS processes your personal data for the following purposes and its other legitimate interests in order to:

- provide you with a contract for cover;
- fulfil your contract for cover;
- administer your policy; and
- contact you to provide you with the services that form part of your policy.

In most cases, processing the above information is necessary for the performance of a contract to which you are party or in order to enter into a contract. The RAC may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of the RAC’s legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.
RACMS may use your personal data to make automated decisions to calculate, evaluate or predict the performance of your policy. If you have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if you do not provide your personal data, the RAC will be unable to provide you with the assistance you are requesting, as well as services related to administering your policy.

RACMS will share the personal data you provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose your personal data to the RAC’s service providers and agents for these purposes.

RACGC retains your personal data for so long as is necessary for the RAC to process your personal data for the purposes and legitimate interests set out above.

RACGC may transfer your personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between you and the RAC, or that RACGC enter into at your request, in your interest. In the event that RACGC transfers your personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of your personal data.

When you give the RAC personal information about another person, you confirm that they have authorised you to act for them, that you have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. RACGC may monitor and record any communications with you including telephone conversations and emails for quality assurance and compliance reasons.

You have a number of rights in relation to your personal information that you can choose to exercise at any time. This includes your right to:

- access information the RAC process about you to obtain a copy of the data as well as receive supplementary information;
- object to the RAC using particular information or using it in a particular way. You can let the RAC know that you object to it and the RAC will consider whether your request can be granted;
- rectify inaccurate information, which in most cases you can do simply by getting in touch with first direct;
- erase your data if the RAC no longer have a legitimate basis for processing it;
- port data to another data controller or to you in a structured, commonly used and machine readable format.

The RAC have provided a basic overview of those rights above, but if you would like to find out more or exercise any of these rights you can contact the RAC Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above you have the right to raise a privacy complaint with the Information Commissioner’s Officer (ICO). The ICO will usually require you to have approached RACMS first to try to resolve the matter.

† If you would like a list of all RAC group companies, please write to or email the RAC Data Protection Officer.

8. Fraud

If you make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if you give any false declaration or statement to support the claim, we will not pay the claim and we will pass details to first direct who may, at their discretion, close First Directory. We reserve the right to tell the police about any dishonest claim. If we settle a claim that we subsequently discover to be fraudulent, we will take steps to recover our costs from you.
9. **Choice of law**

This agreement is governed by the laws of England and Wales, unless specifically agreed otherwise or where at the date of the contract you are resident in Scotland, Northern Ireland, the Isle of Man or Channel Islands in which case the laws of that country will apply.

10. **Use of Language**

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

11. **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 01 and 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. To help the RAC continually improve our service, and in the interests of security, the RAC may monitor and/or record your calls with the RAC.