

**first direct**

# **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. RAC Insurance Ltd is authorised by the Prudential Regulation 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:

<b>Beyond economical repair</b>	When the total cost required to repair the <b>vehicle</b> , including any taxes, is greater than the <b>market value</b> of the <b>vehicle</b> . If the <b>vehicle</b> has <b>broken down</b> or been involved in a <b>road traffic collision in Europe</b> , the total cost required to repair the <b>vehicle</b> will be based on the estimate for repair provided by the service provider in the applicable country in <b>Europe</b> where the <b>breakdown</b> or <b>road traffic collision</b> has occurred.
<b>Breakdown, Break down, Broken down</b>	An event that stops the <b>vehicle</b> 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 misfuel, a <b>road traffic collision</b> , fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the driver of the <b>vehicle</b> (other than running out of fuel or battery failure), or any key related issue (other than keys locked in the <b>vehicle</b> ).
<b>Claim, Call-out</b>	Each separate request for service or benefit for cover under any section of this policy.
<b>Caravan, Trailer</b>	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.
<b>Europe</b>	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.
<b>Home</b>	The address in the <b>UK</b> where <b>you</b> live permanently.
<b>Journey</b>	Means a holiday or trip in a <b>vehicle</b> to <b>Europe</b> which begins on departure from the <b>home</b> and ends on return to the <b>home</b> .
<b>Market value</b>	The market value in the <b>UK</b> as reasonably determined by the <b>RAC</b> , 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 <b>vehicle</b> .

<b>RAC</b>	<ul style="list-style-type: none"> <li>• For Sections A and B means RAC Motoring Services;</li> <li>• For Sections C and D means RAC Insurance Limited;</li> <li>• For Additional Services means RAC Motoring Services; and</li> </ul> <p>In each case any person employed or engaged to provide certain services on their behalf.</p>
<b>Reimburse, Reimbursement</b>	Reimbursement by the <b>RAC</b> under the reimbursement process.
<b>Road traffic collision</b>	<p>For the purposes of Section D only, a traffic collision in <b>Europe</b> that immobilises the <b>vehicle</b>; and</p> <p>For all other sections, means a traffic collision involving a <b>vehicle</b> within the <b>UK</b>.</p>
<b>UK</b>	England, Wales, Scotland, Northern Ireland and, for the purpose of this policy, includes the Channel Islands and the Isle of Man.
<b>Vehicle</b>	<p>A <b>UK</b> registered vehicle that is either:</p> <ul style="list-style-type: none"> <li>• a car or light van with a maximum length of 6.4 metres (21ft), maximum weight of 3,500kg (3.5 tonnes) and a maximum width of 2.55 metres (8ft 4in) wide; or</li> <li>• a motorhome with a maximum length of 7.0 metres (23ft) long including a tow bar, maximum weight of 3,500kg (3.5 tonnes) and maximum width of 2.55 metres (8ft 4in) wide.</li> </ul>
<b>You, your, yourself, yours</b>	Means the First Directory holder who is driving the <b>vehicle</b> for their own personal use or who is a passenger in the <b>vehicle</b> and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor vehicles.

## 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

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, windscreens 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](http://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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk), or simply visiting their website at [www.financial-ombudsman.org.uk](http://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](http://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](http://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](mailto: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**.



## **first direct** Motor Breakdown Insurance

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