

- For any Breakdown occurring prior to the date of Warranty purchase;
- For defects You knew or ought reasonably to have known about prior to the commencement of the journey on which the Breakdown occurred;
- For any defects reported to the RAC, or identified by the Repairer, that are not connected to the initial cause of Breakdown;
- For modifications and/or alterations to the manufacturer's original specification;
- For any defects due to the poor maintenance of the Vehicle, or where the servicing requirements as detailed under section 9 have not been adhered to, including cambelt failure and any consequential damage, when it cannot be established that the belt has been changed in accordance with the manufacturer's recommendations;
- If You do not have proof that Your Vehicle has been serviced by a Repairer in the last 6 months prior to the date of Warranty purchase and You fail to service Your Vehicle within 14 days from the date of Warranty purchase. In this instance, please contact the Administrator, who will arrange cancellation of Your Warranty and provide You with a full refund of the full premium paid by You in respect of this Warranty;
- For any loss resulting from events which are indirect or remote to the damage arising from the Breakdown of an Insured Part;
- For Breakdown as a result of Wear and Tear of the Insured Part;

- For repairs required due to incorrect or contaminated fuel;
- Routine adjustments, phasing and calibration, internal blockage of fuel systems by contamination and failure to meet current emission legislation;
- For the VAT content of a claim if You are VAT-registered;
- For any provision for the cost of a replacement car at the time of the Breakdown other than those benefits available under Your RAC Membership;
- For repair costs relating to a vehicle other than the one nominated under this Warranty;
- In respect of any defects referred to a Repairer prior to RAC attendance under Your RAC Membership;
- For any loss where the odometer has been tampered with, altered or disconnected or failed;
- For accidental damage;
- If You are no longer the owner of the Vehicle You have nominated for cover under this Warranty and You fail to notify Us in accordance to the procedure detailed under the "If You change Your Vehicle" section (section 10).

Please note:

- Cover is not available to RAC Members who live outside the Territorial Limits.
- Recovery is limited to that available under Your RAC Membership.
- If a repair at the roadside is not possible, recovery to a Repairer will only be available in accordance with Your RAC Membership entitlement. There is no separate/ additional recovery entitlement under this Warranty.

9. Servicing Requirements

To ensure the validity of this Warranty Your Vehicle must be serviced in accordance with any one of the following options:

Servicing Requirement Option A

If Your Vehicle has an up-to-date and full manufacturer's service history from first registration, You must continue to service Your Vehicle in line with the manufacturer's recommendations and servicing intervals throughout the Cover Period; or

Servicing Requirement Option B

If Your Vehicle has had a service in the last 6 months prior to the date of Warranty purchase, You must service Your Vehicle every 12 months or 10,000 miles (whichever occurs first) from the date of the most recent service, throughout the Cover Period; or

Servicing Requirement Option C

If Your Vehicle has not been serviced in the last 6 months prior to the date of Warranty purchase, You must service Your Vehicle within 14 days from the date of Warranty purchase to be entitled to obtain any benefits provided under this Warranty. Failure to meet this requirement will invalidate this Warranty. Should You fail to meet this requirement, You must contact the Administrator immediately to cancel Your Warranty and receive a full refund of the premium paid by You.

Additionally, You must continue to service Your Vehicle every 12 months or 10,000 miles (whichever occurs first), throughout the Cover Period.

Please note:

- Only service invoices will be accepted as proof of servicing and such invoices may be required by the Administrator at the time claims are made.
- A bona fide VAT-registered garage must carry out servicing. It is Your responsibility to establish Your Vehicle's servicing requirements and to adhere to them. **Failure to do so will invalidate this Policy.**

10. General Information

- **Governing Law:** Both You and We are free to choose the law applicable to this contract. Unless specifically agreed to the contrary prior to Warranty inception, this Warranty shall be subject to English Law. The EEA State for the purpose of this Warranty is the United Kingdom. The terms and conditions of this Warranty are written in English and all correspondence entered into shall be in English.
- **Misinformation:** If any information provided to Us by You or anyone acting on Your behalf is inaccurate or if You fail to disclose any information which might reasonably affect Our decision to provide cover to You or Our assessment of Your claim, Your cover under this Warranty shall end and no refund shall be due.
- **Cancellation:** You have the right to cancel this Warranty at any time during the Cover Period.

You are entitled to a full refund of the premium paid by You, should You cancel within 14 days from the date of Warranty purchase.

If You wish to cancel Your Warranty after 14 days, You will not be entitled to receive any refund of any premium paid by You. You should, if requested, promptly return any proof of entitlement provided and must not, in any event make any further claims under the cancelled cover.

To cancel Your cover please contact the Administrator on 0845 070 7789; or in writing to The Administrator, TWG Services Limited, Mechanical Breakdown Claims Department, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF.

Please note:

You cannot suspend Your RAC Breakdown Warranty.

- **Insurer's right to cancel:** Cover may be cancelled by the Insurer if:
 - a) You have given false information; or
 - b) You fail to make a payment of any premium due; or
 - c) Your cover is cancelled because parts or facilities are not available to repair Your Vehicle. You may be entitled to a refund based on how long Your cover has left to run, provided no claims have been made. You have the right to cancel this cover. Should You wish to do so, please follow the procedure detailed in the "Cancellation" section above.

Please note:

If You do not have proof that Your Vehicle has been serviced by a Repairer in the last 6 months prior to the date of Warranty purchase and You fail to service Your Vehicle within 14 days from the date of Warranty purchase, You will not be entitled to obtain any benefits provided under this Warranty. In this instance, please contact the Administrator, who will arrange cancellation of Your Warranty and provide You with a full refund of the full premium paid by You in respect of this Warranty;

- **Termination: Cover will terminate in the event that you are no longer an RAC Member.** Should You wish to cancel Your RAC Membership or Your RAC Membership cover is terminated within the Cover Period, You must contact the Administrator immediately to cancel Your Warranty and receive a pro rata refund in respect of the unexpired Period of Cover left to run.

- **Other drivers:** In certain conditions this Warranty allows other drivers to make a claim on Your behalf. In such cases, You will be liable for the cost of any repairs carried out to the Vehicle which exceed the stated Claims Limit.

- **Compensation:** The Insurer is covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer cannot meet their obligations. The amount of compensation depends on the type of business. Most types of insurance businesses are covered for 100% of the first £2,000 of a valid claim and 90% of the remaining amount of the loss. (Please note, from the 1st January 2010 this will be revised to 90% of the entire claim). Further information about the compensation arrangements is available from the Financial Services Compensation Scheme, telephone number **0845 080 1800**.

- **Renewal:** We may contact You before Your cover ends and We will notify You of any changes to price and cover if We offer You the chance to renew Your cover. The 14-day deferred start date will not apply in future years where cover is continuous.

- **If You change Your Vehicle:** You must let the Insurer know if You change Your Vehicle. Please call **0845 070 7789** to update your details. You will not be able to make a claim in relation to a Breakdown which occurs within 14 days after You have notified the change to the Insurer

(which means You can only claim for a Breakdown which occurs on or after day 15 from the notification of a vehicle change).

Should You wish to change Your Vehicle nominated for cover under this Warranty, You will be subject to an administration fee of £25.

If the new vehicle would have attracted a supplementary premium, had it been the vehicle first nominated for cover, then the Insurer will be entitled to charge an additional premium to transfer cover.

There will be no refund of any supplementary premium which has been paid in relation to any vehicle which was previously nominated under RAC Breakdown Warranty, even where that supplement would not have applied to the Vehicle for which a transfer of cover has been requested.

You can only make a maximum of three changes of vehicle during the Cover Period.

11. Customer Care

• **Complaints**

For complaints relating to the selling of this Insurance please contact Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke BS32 4QN.

For complaints relating to RAC Patrol Agent(s) please contact RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

For complaints relating to the administration or claims handling under this Insurance please write to the Administrator, TWG Services Limited, Mechanical Breakdown Claims Department, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF. If You are not satisfied with the response You may write to the Administration Director at the same address.

For complaints relating to the terms of this contract please write to the Insurer, London General Insurance Company Limited at Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ. If You are not satisfied with the response You may write to the Managing Director of the insurance company at the same address.

If Your complaint addressed to any of the above parties is not resolved to Your satisfaction You may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR stating clearly the nature of the complaint and the party to which that complaint was originally addressed.

None of the above affects any right of action You may have.

Customers with Special Needs

If You have hearing or speech difficulties, You can text telephone the Claims Department on **0844 871 8211**. This document and all Our literature is available in large print, audio and Braille - We will be happy to provide You with a copy or You can call Our Claims Department on **0844 871 8061**.

RAC Breakdown Warranty Terms & Conditions.

These are the Terms and Conditions of the RAC Breakdown Warranty (the Warranty). Please read these Terms and Conditions carefully.

If you have any queries, please contact the Administrator on 0845 070 7789



1. Definition of words and phrases used in this Warranty

Administrator means TWG Services Limited, Registered Address of Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ, Registered Number 1883565.

Authorised and regulated by the Financial Services Authority, FRN 312440.

Breakdown means where the Vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure (but not as a result of a road traffic accident, fire, theft or act of vandalism). A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the Vehicle to cease to function as a whole.

Claim Limit means the amount as detailed on Your Warranty Certificate, which is the maximum amount We will pay, upon each successful claim.

Cover Period means the duration of cover under this Warranty as detailed on Your Warranty Certificate, subject to the cancellation rights set out under the heading “Cancellation” under the “General Information” section (section 10).

Insurer/ We/Us/Our means London General Insurance Company Limited, Registered Address of Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ, Registered Number 1865673. The insurer is authorised and regulated by the Financial Services Authority, FRN 202689.

Insured Parts means the parts identified as being insured under section 7. Only the parts specifically listed under this section will be covered.

RAC Membership means Your RAC policy of roadside breakdown assistance insurance agreement, that covers You as a RAC Member and provides Vehicle Based or Personal Based cover.

RAC means RAC Motoring Services and/or RAC Insurance Limited (or, where appropriate, its agents) who provide services to You under Your RAC Membership.

RAC Patrol Agent(s) means an agent appointed by the RAC to provide roadside breakdown assistance to You under Your RAC Membership.

Repairer means a bona fide VAT-registered garage/vehicle repairer.

Territorial Limits means England, Scotland, Wales, Guernsey, and the Isle of Man.

Vehicle means the single insured vehicle, that is owned by You, has been nominated by You for cover under this Warranty and which is entitled to receive assistance under Your RAC Membership. The insured vehicle must meet the eligibility criteria (detailed in section 2 below) and the servicing requirements (detailed in section 9 below) to be entitled to any benefits under this Warranty.

Warranty Certificate means the document provided to You, confirming Your cover under this Warranty. The Warranty certificate together with these Terms and Conditions form this Warranty agreement.

Wear and Tear means loss of a component’s ability to function exactly as it was designed to do by the manufacturer due solely to ordinary use, time and mileage.

You/Your means the insured person as named on the Warranty Certificate, who is eligible for cover, holds an active RAC Membership and has paid the relevant premiums.

2. Eligibility

In order to be eligible for cover under the RAC Breakdown Warranty:

- You must reside within the Territorial Limits; and
- You must hold an active RAC Membership; and
- You must be the registered keeper of the Vehicle, which can be of any age and any mileage. Please note, Your Claim Limit will be determined by the age and mileage of Your Vehicle. The age of Your Vehicle will be taken from the date of its first registration with the DVLA except for imported Vehicles where the month and year of manufacture will be used to determine age.

Please note:

- Your Vehicle must **not** be one of the following: motor caravans, commercial vehicles over 3.5 tonnes in weight, kit cars, motorcycles, taxis, private-hire vehicles, driving school vehicles, trailers, vans, or any vehicle used for hire or reward, competition, track days timed or untimed, rallying or racing of any kind.
- If You have **no** proof that Your Vehicle has been serviced by a Repairer in the last 6 months, You must service Your Vehicle within 14 days from the date of Warranty purchase to be entitled to obtain any benefits provided under this Warranty. **Failure to meet this requirement will invalidate this Warranty.** Please see section 9 ‘Servicing Requirements’ for full details.

3. Benefits

This Warranty is designed to complement the benefits that You receive under Your RAC Membership. This Warranty document should be read in conjunction with Your RAC Motoring Services Terms of Membership booklet. Please note, separate Terms and Conditions apply to RAC Membership.

This Warranty covers the cost of repair or replacement (parts and labour) of the Insured Parts up to the Claim Limit following the Breakdown of Your Vehicle when it is attended to under Your RAC Membership.

We will cover Your Vehicle whilst it is being driven by any driver licensed and insured to drive Your Vehicle, providing that person is covered under the terms of Your RAC Membership.

Cover is provided for the cost of repair or replacement of Insured Parts of Your Vehicle where such repair or replacement is necessitated by a Breakdown of Your Vehicle, which occurs during a journey at a distance of more than a quarter of a mile from home, or (provided At Home is included in Your RAC Membership) at Your home address.

The cost of any labour that is charged must be in line with the National Labour rates and ICME times.

Please note:

In order for Your RAC Breakdown Warranty to apply, your Vehicle must:

- suffer Breakdown, and
- as a result of Breakdown, be prevented from continuing its journey safely, and
- have been attended by the RAC under Your RAC Membership, and
- require permanent repair, non-permanent repair or recovery to a Repairer.

Please see under “Insured Parts” section 7 for full details of the vehicle parts covered under this Warranty.

Important: You should read this booklet, in particular the “Exclusions” and “Servicing Requirements” sections, in conjunction with the Terms and Conditions of Your RAC Membership.

4. Commencement of Cover

Your cover under this Warranty shall commence 14 days after You purchase Your Warranty (the 14-day deferred period). This means that You cannot claim under this Warranty for a Breakdown which occurs before day 15, whether You are a new or existing RAC Member. However, no claims will be paid until Your payment for the Warranty has been confirmed. Please also see under the heading “If You change Your Vehicle” under section 10.

5. How to make a claim

Step 1:

If Your Vehicle suffers a Breakdown, You must call for RAC assistance under Your RAC Membership on **0800 828 282** in order for any subsequent related claim under this Warranty to be considered.

Additionally, **You must contact the Administrator within 7 days of the Breakdown to make a claim under this Warranty.**

If You are unsure what to do at any stage, call the Administrator on **0845 070 7789**.

Step 2:

Please follow one of the options relevant to Your incident of Breakdown below.

Permanent repair undertaken by the RAC

Where appropriate, and provided assistance is available under Your RAC Membership, the RAC Patrol Agent will attempt to repair Your Vehicle and the parts required to effect a repair will be paid for in accordance with the Terms and Conditions of this Warranty (so long as they are listed Insured Parts). You will need to pay the excess of £25.

In order to make a claim, the RAC Patrol Agent will contact the Administrator on Your behalf to obtain authorisation for the repairs made to Your Vehicle. To obtain authorisation whilst at the scene of the Breakdown, the RAC Patrol Agent will require proof of Your Vehicle’s service history. Following authorisation, You will be required to send a copy of Your Vehicle’s service history to the Administrator.

If You are unable to provide a copy of Your Vehicle’s service history at the scene of the Breakdown, You will be required to send a copy of Your Vehicle’s service history to the Administrator within 7 days of the Breakdown. If You do not send proof of Your Vehicle’s service history to the Administrator within 7 days of the Breakdown the RAC will endeavour to recover the repair costs from You.

If the RAC Patrol Agent is unable to contact the Administrator, You will be required to send proof of your service history to the Administrator to obtain authorisation for the repairs made to Your Vehicle within 7 days of the breakdown. If You do not send proof of Your Vehicle’s service history to the Administrator within 7 days of the Breakdown, or your claim is not valid, the RAC will endeavour to recover the repair costs from You.

Non-permanent repair undertaken by the RAC

In the event that the RAC Patrol Agent cannot permanently repair Your Vehicle at the scene of the Breakdown, the RAC may carry out a temporary repair, so as to enable You to take the Vehicle to a Repairer.

In this instance, You must take the Vehicle to a Repairer within the timeframe designated by the RAC Patrol Agent, which must be no more than 7 days after the Breakdown.

To make a claim, please follow the procedures detailed in Steps 3 and 4 below.

Recovery to a Repairer

In the event that the RAC Patrol Agent cannot permanently repair Your Vehicle at the scene of the Breakdown, then the RAC Patrol Agent may recover the Vehicle, taking it to a Repairer of Your choice. Recovery of the Vehicle will be in line with, and to the extent available under, Your RAC Membership entitlement.

To make a claim, please follow the procedures detailed in Steps 3 and 4 below.

Step 3: Upon taking Your Vehicle to a Repairer

The Repairer You have chosen should, with Your agreement, diagnose the fault and give details of the repair. Once agreed You, or the Repairer on Your behalf, must contact the Administrator within 7 days of the Breakdown on **0845 070 7789** to obtain authorisation, before any work is carried out.

If the Repairer does not contact the Administrator for You then You must do so, within 7 days of the Breakdown and the claims adviser will advise You what to do next.

At that time the Administrator will need:

- Your Warranty number
- Your name and address
- Your Vehicle make, model and registration number
- Your Vehicle’s current mileage
- Details of the repair, including parts and labour charges
- Your Vehicle’s service history details (for example invoices) from the start date of Your Warranty
- Your RAC Membership Job Number and Customer Assistance Report Form (CAR Form) provided to You by the RAC Patrol Agent at the time of Breakdown. The RAC Job Number will be detailed by the RAC Patrol Agent on the CAR Form.

Step 4:

The Administrator will consider Your claim and upon authorisation, they will provide You with a Repair Authority Number. In most cases the Administrator may authorise repairs immediately; however, in some circumstances an independent assessor may be appointed to inspect the Vehicle.

Once the Administrator authorises Your claim, You will need to pay the excess of £25.

Please note:

- Wherever possible repair costs will be settled directly with the Repairer. Where this is not possible, You will be required to pay the Repairer and seek reimbursement from Us.
- On completion of repairs please send the items listed below to: The Administrator, TWG Services Limited, Mechanical Breakdown Claims Department, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF:
 - Fully itemised invoice
 - Evidence of Your Vehicle’s service history from the start date of the Warranty
 - Breakdown Job Number and CAR Form. The RAC Job Number will be detailed by the RAC Patrol Agent on the CAR Form
 - The completed Claim Form (enclosed with Your RAC Breakdown Warranty welcome letter).

Please note:

We may ask You to provide proof of Vehicle ownership

- All claims must be notified to the Administrator within 7 days of the Breakdown.
- Please note, the fact that the RAC has dispatched a patrol or repair agent will not automatically mean that the repair will be covered under this Warranty. You must contact the Administrator within 7 days of the Breakdown to obtain authorisation.
- The Claim Limit applies per Breakdown, regardless of whether You are entitled to have the Vehicle recovered to a second Repairer under Your RAC Membership. Any costs over and above the Claim Limit must be settled by You directly with the Repairer.
- VAT will not be reimbursed if You are VAT-registered.

- Any costs for dismantling or fault diagnosis will be paid only if they form part of a claim authorised by the Administrator. It is Your responsibility to agree to any dismantling, any costs incurred must be paid by You if the dismantling proves that the failure is not covered under this Warranty.

- Please note, if You have the Vehicle returned to Your home under the RAC Recovery option, We will not pay for any further repairs to Your Vehicle.**

6. Claim Limitations and conditions

Cover is limited to the following conditions:

- We will cover the cost of repair or replacement of the Insured Parts up to the Claim Limit detailed on Your Warranty Certificate, per Breakdown. This will be subject to £25 excess (for example for a Claim Limit of £500, the maximum amount payable by Us per claim will be up to £475.00); and
- A maximum of five paid claims per Cover Period; and
- One nominated Vehicle at any one time during the Cover Period.

7. Insured Parts

- Engine
All components are covered; **excluding** exhaust valves, inlet and exhaust EGR Valves and any failures caused by carbonisation, manifolds and system, dual mass flywheels. Timing belts are **excluding** where they have not been maintained or replaced in accordance with the manufacturer’s recommendation.

- Casings
Cylinder block, gearbox and axle, if they have been damaged by a breakdown of one of the Insured Parts.
- Engine Cooling System
Water pump, thermostat, heater matrix, electric fan motor/sensor, viscous fan coupling, radiator.

- Gearbox
All internal parts are covered.

- Clutch
Centre plate, pressure plate, clutch fork/arm, master cylinder, slave cylinder; **excluding** damage due to wear and tear and burnt-out parts.

- Differential and Drive System (front/rear)
All internal parts are covered.

- Turbo Supercharger
Turbo Supercharger is covered when fitted as standard by the Manufacturer.

- Propshaft
Propshaft, universal joints and bearings.

- Steering
Rack and pinion, steering box, idler box, power steering rack/ram and pump, pressure pipes, reservoir, steering column.

- Suspension
Shock absorbers, coil, springs, upper and lower wishbones, McPherson struts, suspension arms, anti-roll bar, self-levelling units and reservoir, pump and regulator valves, seals, displacer, hydro-pneumatic system.

- Brakes
Master cylinder, wheel cylinders, brake callipers, servo, brake pumps, brake limiter valve, ABS computer/sensors/pumps; **excluding** damage due to wear and tear of friction surfaces.

- Electrics
Starter/solenoid, alternator, regulator, coil, distributor, electronic ignition module, heater fan motor, indicator interrupter unit, instrument gauges, centralised locking solenoids/pumps, switches and relays, sensors, horn, cruise control system.

- Electronic Control Unit and Ignition System
Ignition system, fuel system; **excluding** catalytic converters.

Parts not covered:

Any parts not specifically listed above as insured, which includes but is not limited to: all body parts, batteries, roof frames, glass, non-glass windows, paint, upholstery, folding roof fabric, trim, and cosmetic finishes, exhaust systems, wheels and tyres, sunroof motors and mechanisms, lights and bulbs, faulty connections, window mechanisms (mechanical and electrical), air conditioning components, speedometers and odometers; locks and keys, ignition locks and barrels are excluded; all windows, cosmetic finishes, frame and fabric, rear windscreen wiper linkage, fuel gauge; worn out clutch/friction surfaces or release bearings, discs, brake pads or brake shoes.

Any equipment that is not fitted as standard by the manufacturer at the time of production. The breakdown of any part which does not result in immobilisation of the Vehicle.

Important note about consumables

The cost of replacing consumables such as oils, filters, and antifreeze is only included when they are replaced as part of a repair that is carried out, the cost of which forms part of a valid claim and their replacement is requested at the time authorisation is sought from the Administrator.

8. Exclusions

This Warranty will not provide cover:

- If the Vehicle has not been attended by the RAC and does not require permanent repair, non-permanent repair or recovery to a Repairer;
- For any incident attended to by the RAC outside the Territorial Limits;
- If the Vehicle does not require the repair or replacement of Insured Parts to enable the journey to be resumed or commenced safely;
- If any parts repaired or replaced are not specifically listed as insured under section 7;
- For the cost of repairing faults or damage caused by road traffic accidents, frost, freezing, corrosion, erosion, water ingress, theft or vandalism;
- For use of the Vehicle in any sort of competition, track days timed or untimed, rallies or racing of any kind;
- For any liability for bodily injury, death, or damage to other persons or other property or any consequential loss of whatsoever nature whether arising directly or indirectly from an incident giving rise to a claim under this cover or otherwise;
- For any loss or damage due to any type of fraud, misuse or any act or omission by You or any other person which is wilful, unlawful or negligent, including damage caused by continuing to drive Your Vehicle after a fault has developed;
- For costs recoverable under any other warranty (including manufacturer’s warranty) or cover of insurance;
- For the cost of repairs relating to damage caused by You attempting to repair the Vehicle;
- For the cost of repairs relating to damage caused by any person attempting to repair the Vehicle, who is not authorised by the Administrator to carry out such repair;
- For the cost of any repairs not authorised by the Administrator;
- For the cost of repairs required due to design or manufacture faults;
- For the excess of £25, which You are required to pay for each authorised claim;