



Terms and Conditions

This policy is a contract between Us and You. We agree to pay for those costs set out in this policy, which occur during the Duration of Cover and for which payment of the appropriate premium has been made and subject to the following policy terms and conditions.

Definitions

Below are certain words that have a specific meaning in this policy and wherever these words appear they have the following meaning:

“Accident”	means an accidental crash immobilising the insured vehicle
“Breakdown”	means unforeseen mechanical or electrical failure during the Duration of Cover in the UK which has either immobilised Your Vehicle or made it unsafe to drive
“Claim”	means a call for assistance under this policy
“Confirmation Email”	means the email sent to you confirming your cover details and containing this policy wording and all associated documentation
“Duration of Cover”	means the duration of Your cover as stated in your Confirmation Email (up to a maximum of 28 days)
“Home”	means the address where You live permanently in the United Kingdom
“Resident of the United Kingdom”	means a person living permanently in the United Kingdom
“Specialist Equipment”	means equipment not carried by RAC patrols or RAC contractors
“The Party/Your Party”	means the persons including You, travelling with You in the Vehicle
“United Kingdom/UK”	means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
“Vehicle”	means the UK registered car specified in the Confirmation Email
“We/Our/Us/RAC”	means RAC Motoring Services and/or RAC Insurance Limited
“You/Your”	means the person who has taken out this policy and who is named in the Confirmation Email under the heading “The Policyholder”

Important Information

Duration of cover

The period of cover as specified in Your confirmation email, up to a maximum of 28 days. This policy will automatically terminate in the event that Your related motor insurance policy terminates.

Disability Discrimination

If You have any problems reading this booklet, You can always call Our Customer Services on 0333 202 2999* for a large font or Braille version.

Choice of Law

The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

Use of Language

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

Telephone Recording

For our joint protection telephone calls may be recorded and/or monitored.

What to do if You Breakdown

If You are unfortunate enough to Breakdown please follow these simple steps:

Call the number stated below

Have to hand Your policy number and Vehicle registration

Advise the operator of the location of Your Vehicle and the nature of the fault

We will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call Us first. Please do not go ahead and make Your own arrangements as We cannot reimburse costs incurred without prior authorisation.

Call Us	0330 159 0241*	Freephone
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NOTE: In the event of Your Vehicle being immobilised following an Accident or Your Vehicle being stolen please contact Your motor Insurer.

Services Provided

Service in the UK

Cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.

The cover You have purchased is shown in Your Confirmation Email under the heading The Product Name.

Roadside

If You are stranded on a public highway (or other road or area to which the public has the right of access) more than one mile from Your Home as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the roadside. Roadside includes one hours labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to eight members of Your Party to a destination of Your choice. If You have no preferred destination We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination You will have to pay the towage cost for the whole distance.

Roadside does not cover:

1. Breakdowns which would be prevented by routine servicing of Your Vehicle.
2. Any labour other than that incurred at the Roadside.
3. Replacing tyres or windows.
4. Missing or Broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
5. The cost of ferry crossings, road toll and congestion charges.
6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates.
7. Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your policy.
8. Vehicles, which break down within one mile of Your Home or where You normally keep the Vehicle.
9. Contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
10. The cost of parts, fuel or other supplies.
11. Any Vehicle storage charges incurred when You are using Our services.
12. Labour at any garage to which the Vehicle is taken.
13. The tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit.
14. Any Vehicle temporarily disabled by floods, snow affected roads, embedded in sand or mud.
15. Any Vehicle in a position where We cannot work on it or tow it, or where the wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved.
16. Any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

Recovery

Recovery has the same terms and conditions as Roadside but with the following variations.

If We cannot get Your Vehicle repaired locally within 8 hours, We will take the Vehicle and up to eight members of Your Party Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there is no one in Your Party who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Recovery does not cover:

1. Recovery if the estimated cost of transportation exceeds the market value of the Vehicle at the time of the Breakdown. In these circumstances Our liability will be limited to the costs of legal abandonment only.
2. Any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your policy.
3. Any Vehicle not displaying a valid Road Tax Disc.
4. The use of Recovery as a way to avoid paying repair costs.

5. A second Recovery if We consider that the original fault of a first Recovery has not been properly repaired.
6. Service within 4 hours of commencement of this Policy.

At Home

At Home has the same terms and conditions as Roadside but with the following variations.

At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

At Home does not cover:

1. the rectifying of failed or attempted repairs
2. the reimbursement of taxi fares
3. service within 4 hours of commencement of this Policy.

Onward Travel

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally within 8 hours and Your Vehicle is more than one mile from Your Home.

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

We will also arrange and pay the cost for You or Your nominated driver to return to the point of Breakdown or storage once repairs are complete, in order to drive Your Vehicle to Your Home address. We will also pay any storage charges whilst Your Vehicle is awaiting recovery or repair. You can use the Onward Travel benefit if

You are ill, and there is no one in Your Party who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Replacement car hire

We will pay for:

1. up to two days hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc for the duration of the repairs to the Vehicle in accordance with Your Onward Travel entitlement, for one incident
2. insurance (including collision damage waiver).

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. Agelimits.
2. The need to have with you a current driving licence you (paper and photocard if applicable). Car hire is subject to holding a full licence for more than a year.
3. Limits on acceptable endorsements.

4. The need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You)

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken down Vehicle.

If We decide that a hire car is not a practicable solution for any reason, alternative transport or hotel accommodation will be provided instead.

Alternative transport

We will reimburse You and Your Party for standard class rail or other transport of Our choice to reach the end of Your journey within the UK.

We will pay up to £50 per person per day, up to a maximum of £250 for Your Party in total.

Hotel accommodation

We will arrange for bed and breakfast accommodation where the Breakdown occurs more than fifty miles from Your Home Address in a hotel of Our choice. We will reimburse bed and breakfast accommodation costs incurred which are over and above those that would have been payable if Your Vehicle had not broken down.

We will pay up to £50 per person per day, up to a maximum of £250 for Your Party in total.

You will have to pay for any extra hotel or transport costs.

What is not covered:

1. Any costs for replacement car hire which are incurred after the date Your Dayinsure motor policy would have expired.
2. Any costs incurred after Your Vehicle becomes serviceable and/or available
3. A second use of the Onward Travel benefits if the original fault has not been properly repaired.
4. Any Vehicle not displaying a valid Road Tax Disc.
5. Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier)
6. If You require a second or any other type of vehicle We will try to arrange this for You, You will have to pay for any additional costs.
7. If You are unfortunate enough to have an incident with the hire vehicle and You make an insurance claim, You will be responsible for paying any excess.
8. Service within 4 hours of commencement of this Policy.

General Conditions

Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by Your policy or if it exceeds the policy limits. If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Caravans and trailers

The Vehicle restrictions in this policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 m including the towbar. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

Unforeseeable losses or events

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under Your Policy

Taxi bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

Service providers

The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the policy by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

Vehicle condition

Your Vehicle must be roadworthy and in good mechanical condition when You apply for cover and You must keep it in that condition.

Fraud

If any claim is found to be fraudulent in any way Your policy will be cancelled immediately and all claims forfeited.

General Exclusions

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

1. costs for anything which was not caused by the incident You are claiming for
2. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off-road rally will not be covered
3. the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description"
4. loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a Vehicle hired under the terms of Your Policy
6. routine servicing of Your Vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred. Note: Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk
7. any claim caused directly or indirectly by:
 - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event

8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer
9. any Claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel.
10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
12. any Claim which You have made successfully under any other Policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions
13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake
14. any period outside Your Period of Cover
15. any Vehicle other than a car, motorcycle 49cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
 - b) maximum overall dimensions of length 5.5 metres, height 3 metres, width 2.25 metres (all including any load carried)

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.
16. any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the DVLA in Swansea or Northern Ireland
17. any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification
18. Your Vehicle if it is unattended
19. any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility
20. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
21. Any costs which are not directly covered by the terms and conditions of this Policy.

Battery related faults

For battery related faults Your Policy entitlements are as follows:

- RAC's initial attendance for a battery related fault is included in Your Policy's entitlement.
- The fitting of any parts or batteries purchased by You prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.

- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.

Your right to cancel

There are no statutory cancellation rights under this policy, as all cover will have ended within a period of less than one month from the date of commencement.

Telephone call charges

*Calls to 0800 numbers are free from landlines and mobiles. Calls to 01 and 03 numbers cost the same as a standard landline call, even when dialling from mobiles.

Calls may be recorded and/or monitored.

Caring for our customers

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint. We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within five working days, along with a leaflet outlining Our complaints procedures and any rights You may have to refer the matter to the Financial Ombudsman Service. Please quote Your full name, membership or Policy number and where applicable Your Vehicle registration in any communication. If You have used Our breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy. Please contact us at: support@dayinsure.com If You are dissatisfied with any other aspect of RAC's services, please contact Us at the following address:

Membership Customer Care
RAC Motoring Services
Great Park Road
Bradley
Stoke Bristol
BS32 4ZZ

Are we covered by the Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation in the unlikely event that RAC Motoring Services (for insurance mediation purposes only) and RAC insurance Limited are unable to meet their obligations to You as a policyholder, depending on the type of insurance and circumstances of any claim.

Further information about compensation scheme arrangements is available from the FSCS or by visiting www.fscs.org.uk.

Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is RAC Motoring Services (RACMS), (Company No: 1424399), 8 Surrey Street, Norwich, NR1 3NG. RACMS will share the information you provide, together with other information, with our group companies. We (RAC group companies) may use this for administration, marketing, customer services and profiling your purchasing preferences. We may disclose your information to our service providers and agents for these purposes. We may keep your information for a reasonable period to contact you about our services. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it. When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice. You have the right to ask for a copy of your information (for which we will charge a small fee) and to correct any inaccuracies. We may record telephone calls for staff training and evidential purposes.

Sensitive data

By proceeding with this contract, you give us consent to use your sensitive personal data e.g. health data for your registration under the Motability Scheme (if appropriate), solely for the purposes for which you submit it. RAC Motoring Services (in respect of insurance mediation activities only) is authorised and regulated by the Financial Conduct Authority. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their firm reference numbers are 310208 and 202737 respectively. Authorisation can be checked on the Financial Services Register by visiting www.fca.org.uk or by contacting the FCA on 0300 500 0597*.

RAC Registered addresses

RAC Motoring Services and/or RAC Insurance Limited (Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW, Registered in England No.01424399 and 2355834).