

# Tesco Insurance Breakdown Cover

Cover provided by



Policy Booklet

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## Statement of demands and needs

Depending on the level of cover chosen, the products described in this policy document meet the demands and needs of those customers who wish to ensure they have breakdown assistance cover in the event of a mechanical breakdown occurring to the covered vehicle during the period of cover.

## Handy phone numbers

If you need assistance at the roadside please call the appropriate number below.

<b>Breakdown / Claims, UK</b>	<b>0800 003 001</b> <small>Lines open 24 hours a day, 365 days a year.</small>
<b>Breakdown ROI</b>	<b>1800 646 543</b> <small>Lines open 24 hours a day, 365 days a year.</small>
<b>Breakdown ROI (Paycall)</b>	<b>+44 161 452 3201</b> <small>Lines open 24 hours a day, 365 days a year.</small>
<b>Breakdown France and Monaco (Paycall)</b>	<b>+33 47 243 6947</b> <small>Lines open 24 hours a day, 365 days a year.</small>
<b>Breakdown France and Monaco (Landline Freephone)</b>	<b>0800 159 229</b> <small>Lines open 24 hours a day, 365 days a year.</small>
<b>Breakdown Rest of Europe</b>	<b>+33 47 243 6947</b> <small>Lines open 24 hours a day, 365 days a year.</small>

# Policy wording

## Terms and conditions

Thank you for choosing **Tesco Insurance** Breakdown Cover. Cover is arranged by Tesco Personal Finance plc (trading as **Tesco Insurance**), acting on behalf of **RAC** Motoring Services and **RAC** Insurance Limited (**RAC**).

This **policy** is underwritten by **RAC** Motoring Services. In the Channel Islands and Isle of Man, this **policy** is underwritten by **RAC** Insurance Limited. Onward Travel and European Cover is underwritten by **RAC** Insurance Limited. **You** should read this **policy** along with **your Schedule** for full details of **your** cover.

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 **period of cover** and for which payment of the appropriate premium has been made and subject to the following terms and conditions.

### Choice of law

The laws of England and Wales govern **your policy**, unless **you** and **we** agree otherwise and such agreement has been put in writing by **us**.

### Use of language

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

If the service **you** require is not provided for under this **policy**, **we** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such service are a matter for **you** and the supplier and **we** will not act as an agent.

### Period of cover

- **Your** cover is for the duration of **your** Tesco Car Insurance policy, renewable annually.
- This **policy** will automatically terminate in the event that **your** related Tesco Car Insurance policy terminates.
- Cover may be automatically renewed by **Tesco Insurance** on the renewal date. If **Tesco Insurance** intends to automatically renew, **Tesco Insurance** will notify **you** of their intention prior to expiry together with details of the renewal premium. If **you** do not wish to renew **you** should inform **Tesco Insurance** prior to the renewal date.

### Alternative formats

We're committed to making **our** products accessible to all customers. This document is available in large print, Braille and audio format by calling our Customer Services on **0345 673 0000** (calls may be monitored and recorded). **We** can be contacted by Tynetalk by prefixing the number with **18001**.

## Further conditions

**You** must notify **Tesco Insurance** of any change in **your** address immediately.

**Tesco Insurance** may choose not to offer renewal of this **policy**.

**RAC** and **Tesco Insurance** acting as agent for **RAC** reserve the right to refuse to give service and/or cancel **your policy** if **you** or anyone using **your policy** behaves in a threatening or abusive behaviour to **our** employees or contractors.

## Your right to cancel

**You** may cancel this **policy** at any time by contacting **Tesco Insurance**.

If **your** Tesco Car Insurance policy is cancelled at any time, this **policy** will automatically be cancelled as well.

If **you** cancel **your policy** within 14 days of receiving **your policy** documentation (or from the start date of the **policy** if this is later) then **Tesco Insurance** will refund the cost of **your** cover providing no claim has been made.

If **you** cancel **your policy** after 14 days, **Tesco Insurance** will refund any premium paid for the remaining **period of cover**, as long as no claims have been made in the current **period of cover**.

**Tesco Insurance** or **RAC** can cancel this **policy**, for a valid reason or on serious grounds, by sending **you** seven days notice of cancellation to **your** last known address. Examples of a valid reason or serious grounds may include, but are not limited to:

- Non-payment of premium (including missed direct debit payments) that is not resolved following **our** reminders;
- Failing to comply with the terms and conditions of this **policy** and **your** car insurance policy, as outlined in the respective policy booklets;
- Failing to cooperate and/or provide the necessary information required to enable **us**, or **Tesco Insurance**, to administer **your policy**, claim or investigate fraud;
- Where fraud is suspected;
- Making a false statement or misrepresenting information to **Tesco Insurance**;
- Where threatening, abusive or offensive behaviour has been used towards **RAC** or **Tesco Insurance**; or
- Where any changes **you** tell **us** about and occur during the term of **your policy**, that alters the information on **your policy** documents, results in **us** no longer being able to continue cover.

# Definitions

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

<b>Accident</b>	Means an accidental crash immobilising the insured <b>vehicle</b> .
<b>Breakdown</b>	Means unforeseen mechanical or electrical failure during the <b>period of cover</b> in the <b>UK</b> or the <b>territory</b> which has either immobilised <b>your vehicle</b> or made it unsafe to drive.
<b>Claim</b>	Means a call for assistance or any other claim under this <b>policy</b> .
<b>Collision Damage Waiver</b>	Means if a hire car is damaged during the hire period <b>you</b> could be liable for the equivalent of first £150-£550 (approximately) and have <b>your</b> credit card charged. In some cases the amount could be higher and varies according to hire company, category of hire car and location. The collision damage waiver covers the amount above the excess.
<b>Home</b>	Means <b>your</b> permanent residence in the <b>UK</b> .
<b>Period of Cover</b>	Means the period stated on <b>your Schedule</b> .
<b>Policy</b>	Means this Policy Wording and <b>Schedule</b> provided to <b>you</b> by <b>Tesco Insurance</b> .
<b>Resident of the United Kingdom</b>	Means a person living permanently in the <b>United Kingdom</b> or a person employed by a company having its registered office in the <b>United Kingdom</b> .
<b>Schedule</b>	Means the Schedule of insurance issued to <b>you</b> in connection with <b>your</b> main Tesco Car Insurance <b>policy</b> .
<b>Specialist Equipment</b>	Is equipment not carried by <b>RAC</b> patrols or <b>RAC</b> contractors and includes but is not limited to winching and specialist lifting equipment.

<b>Territory</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, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of the Bosphorus), Ukraine.
<b>Tesco Insurance</b>	Means Tesco Personal Finance plc (trading as Tesco Insurance) (registered in Scotland under number 173199).
<b>The Party/ Your Party</b>	Means the persons including <b>you</b> , travelling with <b>you</b> in the <b>vehicle</b> .
<b>United Kingdom/ UK</b>	Means England, Scotland, Wales, Northern Ireland and for the purpose of this document includes the Channel Islands and the Isle of Man.
<b>Vehicle</b>	Means the vehicle specified in the <b>Schedule</b> being eligible to receive services under this <b>policy</b> or where personal cover applies, any eligible vehicle <b>you</b> or the second named driver are travelling in, provided it complies with the vehicle specifications described in General exclusion Condition 19.
<b>Vehicle Licensing Agency</b>	Means the Driver and Vehicle Licensing Agency (DVLA), Swansea SA6 7JL responsible for registration of vehicles in the <b>UK</b> and the equivalent authorities in Northern Ireland, Isle of Man or Channel Islands for vehicles required to be registered in those territories.
<b>We/Our/Us/RAC</b>	Means RAC Motoring Services and/or RAC Insurance Limited.
<b>You/Your</b>	Means the person named on the <b>Schedule</b> when driving the <b>vehicle</b> , or any other person driving the <b>vehicle</b> with the owner's consent.

# Status disclosure

## Regulatory status

**RAC** Motoring Services (in respect of insurance mediation activities only) is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310208.

**RAC** Insurance Limited and Tesco Personal Finance are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register numbers are 202737 and 186022 respectively.

These details can be checked on the Financial Services Register by visiting [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or contacting the FCA on **0800 111 6768** or the PRA on **020 7601 4878**.

## Registered address

**RAC** Motoring Services (registered in England No. 01424399) and/or **RAC** Insurance Limited (registered in England No. 2355834) both with registered office at RAC House, Brockhurst Crescent, Walsall WS5 4AW.

Tesco Personal Finance plc (trading as **Tesco Insurance**) (Registered in Scotland No. 173199) with registered office at 2 South Gyle Crescent, Edinburgh EH12 9FQ.

# Policy requirements and limitations

## A. Service in the UK and Abroad

### Credit card details

**We** will require **your** credit card details if **we** arrange a service for **you** which is not covered by, or exceeds, any levels specified in the **policy**. If **you** do not provide **us** with **your** credit card details **RAC** will not be able to arrange or 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 7.6m. 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**.

**We** do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of **breakdown** or **accident** damage which cannot be repaired. **We** cannot guarantee to provide a vehicle with a tow bar. It may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

### 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 services under this **policy**.

## B. Service in the UK only

### Battery related faults

For battery related faults **your policy** entitlements are as follows:

- **RAC's** initial attendance for a battery related fault is covered by **your policy**;
- 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; and
- 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.

## C. Service abroad only

### 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.

### Motor insurance

European Cover is not motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking **your vehicle** abroad. If **you** do not, **your** insurance policy may only cover **you** for damage **you** might cause to other people or their property (third party cover). This means that **you** will not be covered for any loss or damage to **your vehicle**. **Your** insurers may also need to know if **you** are towing a caravan or trailer.

### Availability of service in Eastern Europe

Every effort is made by **RAC** to make sure that a good quality service is provided in Eastern European countries but this may not necessarily be to the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. **You** should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions, for which **RAC** cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – [www.fco.gov.uk](http://www.fco.gov.uk)

## Important self-drive hire car information

**We** will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, **your vehicle**, if there is one available. If **you** were travelling in a multi-purpose **vehicle** (also known as a minivan or a people carrier) or similar **vehicle** **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your party**. Otherwise, **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your** cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other driving licence restrictions. The driver must also have held a full **UK** driving licence or equivalent for a minimum of one year (two years for France).

**Your** credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If **you** leave a hire car at a different location to the one arranged by the **RAC** control centre **you** must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the **collision damage waiver**.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete **your** journey. A car hired abroad must not be brought into the **United Kingdom**. A second car hire will be arranged for the **United Kingdom** part of **your** journey.

**We** cannot guarantee a hire car will be available.

**We** cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

**We** will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with **your** pre-booked ferry, etc. **You** may have to collect a hired vehicle from the nearest available place of supply.

## Special requirements for vehicles with over nine seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact **your** local Department of Transport Area Office for details.

## Repayment of credit

**You** must pay back to **us** on demand:

- any costs **we** have paid for which **you** are not covered under **your policy**,
- the cost of any spare parts supplied.

## Spares dispatch

After **you** have asked the appropriate **RAC** control centre to dispatch parts, **you** are responsible for paying for them in full, even if **you** later obtain them locally.

**We** will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

## Service providers

Unless the services are provided by **RAC** patrols or contractors acting on **our** instructions and on **our** behalf, **we** do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose emergency services **we** arrange on **your** behalf and/or pay for under European Cover – they do not act as **our** agents or subcontractors and **we** do not accept responsibility for their acts or omissions. **You** should check that any repairs to **your vehicle** are carried out to **your** reasonable satisfaction.

# General exclusions applying to this policy

(Service in the UK and abroad)

In addition to any limits and exclusions noted elsewhere in this **policy**, **we** will not cover:

1. Costs for anything which was not caused by the incident **you** are claiming for.
2. **Breakdowns** in the **UK** resulting from road traffic **accidents**, vandalism, fire or theft.
3. **Vehicles** which have broken down as a result of taking part in any motor sport event or off road activity (including, without limitation rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, **vehicles** participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and complies with the normal rules of the road will be covered.
4. Any **claim** if **you** break down at a motor trader's premises, garage or premises offering vehicle repair.
5. The cost of all parts, garage, labour or all other costs in excess of **your policy** limits. Please note these costs in Europe are likely to be higher than in the **UK**.
6. 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).
7. Any incident affecting a vehicle hired under the terms of this **policy**.
8. Routine servicing of **your vehicle**.
9. The cost of a glass or tyre specialist. **We** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on the **vehicle**. Any other Recovery may be arranged but **you** will be liable for any additional costs.
10. The cost of a locksmith if **you** lose, break, or lock **your** keys in **your vehicle**. If **we** are unable to open **your vehicle** for any reason, **we** will arrange for a locksmith to attend where available, but **you** will be responsible for the costs. If a locksmith is not available, **we** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on the **vehicle**. Any other Recovery may be arranged but **you** will be liable for any additional costs.
11. 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; or
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event.
12. Any **claim** caused directly or indirectly by the overloading of **your vehicle** and/or any caravan or trailer.

13. 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; and
  - e) using the incorrect fuel.
14. Any **claim** caused directly or indirectly by the effect of **you** or **your party's** use or consumption of alcohol or drugs.
15. 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 valid for use in the **United Kingdom**.
16. 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 these **policy** limits and exclusions.
17. The cost of any transportation, accommodation or care of any animal. Any onward transportation of animals is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake.
18. Any period outside **your period of cover**.
19. Any **vehicle** other than a car, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **vehicle** must conform to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM); and
  - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (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 7.6m. 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 under this **policy**.

If the **vehicle** requires repatriation **we** will arrange for repatriation of the caravan or trailer as well.

### **Vehicle age**

The **vehicle** must have been no more than 16 years old at the date **you** first bought **your Tesco Insurance Breakdown** policy.

There is no upper age limit restriction for **vehicles** once **you** have purchased cover, provided **you** continue to renew this policy and continue to pay **your** premium.

20. Any **claim** by **you** unless **you** are a **resident of the United Kingdom** and the **vehicle** is registered with the relevant **Vehicle Licensing Agency**.
21. Any **vehicle** which is not in roadworthy and good mechanical condition at least seven days before any booked trip to Europe within **your period of cover**. **You** must also make sure it is serviced as the manufacturer recommends.
22. 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.
23. Repairs to or Recovery of **your vehicle** if it is unattended.
24. 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.
25. **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.
26. Any costs which are not directly covered by the terms and conditions of this **policy**.
27. **Vehicles** which were broken down or unroadworthy at the start of this **policy**.
28. It is a legal requirement that **vehicles** used on, or recovered from, a public highway must have a valid current tax disc. Where no current tax disc is displayed **we** will attempt to fix **your vehicle** at the road side but will not provide any other service or benefit.

The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at [www.contact.dvla.gov.uk](http://www.contact.dvla.gov.uk) or Vehicle Licensing, Dept of Transport for Isle of Man at [www.gov.im/transport/highways/dandv/](http://www.gov.im/transport/highways/dandv/)

29. The costs of any parts provided by **RAC** to fix **your vehicle** at the roadside must be paid in full by credit/debit card at time of **breakdown** before work can commence.
30. Where personal cover is not included, service will be provided only to the insured **vehicle** specified on the **Schedule** relating to this **policy** or to a vehicle that has been notified to and acknowledged in writing by **Tesco Insurance** as being a permanent substitution for the previous insured vehicle. **You** should, therefore, ensure that such notification is made immediately a substitution occurs to avoid service being refused.

## 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** and **you** have already called Customer Services, who have been unable to resolve the matter to **your** complete satisfaction, 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 two working days, along with a leaflet outlining **our** complaints procedure.

Please quote **your** full name, contact telephone number or **policy** number and where applicable **your vehicle registration** in any communication.

### **If you are dissatisfied with the sale or administration of your policy:**

Please write to **Tesco Insurance** at:

Tesco Insurance Breakdown Customer Care  
Freepost RSJB-RYLK-JKUX  
Tesco Insurance Complaints  
P. O. Box 277  
NEWCASTLE UPON TYNE  
NE12 2BU

or call: **0345 673 0000**.

### **If you have used our UK breakdown service and are dissatisfied:**

Please write to **us** at:

Tesco Insurance Breakdown Customer Care  
RAC Motoring Services  
RAC House  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

or email: **breakdowncustomercare@rac.co.uk** or call: **0800 015 6836**.

## **If you have used our breakdown service under your European Cover and are dissatisfied:**

Please write to **us** at:

Tesco Insurance Breakdown Customer Care  
RAC Motoring Services  
RAC House  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

Calling from Europe: **+44 161 452 3202** (paycall).

Calling from the UK: **0800 015 6837** (freephone).

## **If you have used our European Motor Legal Expenses Insurance and are dissatisfied:**

Please write to **us** at:

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

or call: **0333 202 3024**.

If **you** are still not satisfied with **our** final decision regarding **your** complaint or **you** have not received **our** final decision within eight weeks, **you** can write to:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR.

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

## **Financial Services Compensation Scheme**

**RAC** Motoring Services (in respect of insurance mediation activities only) and **RAC** Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS).

If we cannot meet our obligations you may be entitled to compensation from the scheme, depending on your type of insurance and the circumstances of any claim.

Further information about the scheme is available from the FSCS website **[www.fscs.org.uk](http://www.fscs.org.uk)**, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

## How to obtain assistance in the UK

If **you** are unfortunate enough to break down please follow these simple steps:

- Call **0800 003 001** (freephone) from the **UK**;
- Have to hand **your policy** number and **vehicle** registration; and
- Advise the operator of the location of **your vehicle** and the nature of the fault.

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

Remember to always call **RAC** first. Please do not go ahead and make **your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

## Services in the UK

Cover applies to **vehicles** registered with the relevant **Vehicle Licensing Agency** only. Where personal cover is not included, service will be provided only to the insured **vehicle** specified on the **Schedule** relating to this **policy** or to a vehicle that has been notified to and acknowledged in writing by **Tesco Insurance** as being a permanent substitution for the previous insured vehicle. The policyholder should, therefore, ensure that such notification is made immediately a substitution occurs to avoid service being refused.

## Section A – UK Roadside Cover

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) 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 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 8 people to a destination of **your** choice within 10 miles of the scene of the **breakdown**. 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 for the towage costs for the whole distance.

### Roadside does not cover:

- **Breakdowns** which would be prevented by routine servicing of **your vehicle** as recommended by the manufacturer;
- Routine servicing of the **vehicle**;
- Any labour other than that incurred at the roadside including, without limitation, garages;
- Replacing tyres or windows;
- Missing or broken keys. **We** will try to arrange the services of a locksmith but **you** will have to pay for them;
- The cost of ferry crossings, road toll and congestion charges;
- **Vehicles** being demonstrated or delivered by motor traders, or used under trade plates;
- **Vehicles**, which in the reasonable opinion of **our** patrol or contractor, had broken down or were unroadworthy before **you** took out **your policy**;
- **Vehicles** which break down within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**;
- 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;

- The cost of parts, fuel or other supplies;
- Any **vehicle** storage charges incurred when **you** are using **our** services;
- **Breakdown** caused by or following an **accident**, fire, theft or act of vandalism. If **you** call **us** for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your** insurance **policy**, **you** may then be able to reclaim these costs through **your** insurance);
- The tow or transport of any **vehicle**, which, in **our** reasonable opinion, is loaded beyond its legal limit;
- Any **vehicle** in a position where **we** cannot work on it or tow it, or wheels have been removed. **We** can arrange to rectify this but **you** will have to pay the costs involved; or
- 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.

## Section B – At Home Cover

As well as the services detailed under Section A **you** are also entitled to the following:

### 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:

- The rectifying of failed or attempted repairs;
- The reimbursement of taxi fares;
- Service within 24 hours of commencement of this **policy**; or
- Recovery of the **vehicle**.

## Section C – Recovery and Onward Travel Cover

As well as the services detailed under Sections A and B **you** are also entitled to the following:

### Recovery

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

If **we** cannot repair **your vehicle** locally within a reasonable time, **we** will take the **vehicle** and up to eight people **home** or to a single address anywhere else within the **UK**. If there are more than five 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 are no passengers 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 at **our** reasonable discretion).

Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

### Recovery does not cover:

- Any **vehicle** which in **our** reasonable opinion was broken down or unroadworthy at the time **you** took out **your policy**;
- The use of Recovery as a way to avoid paying repair costs;
- A second Recovery if:
  - a) the original fault has not been repaired properly by a party other than **RAC**.
  - b) **RAC** have advised **you** that it is a temporary repair.
  - c) the desired destination cannot accept the **vehicle** due to company opening hours or other restrictions.

If a second Recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- Service within 24 hours of commencement of this **policy**; or
- **Breakdowns** within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**.

## 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 repair the **vehicle** locally:

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

**You** can use the Onward Travel benefits from **your home** address or within a quarter of a mile of **your home** address. This excludes incidents where **we** have been called to rectify failed repairs.

## Replacement car hire

**We** will pay for:

- Up to one day's hire cost of a manual car of similar cubic capacity to **your vehicle** up to 1600cc if **your vehicle** is being repaired.
- Insurance (including **collision damage waiver**).

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

- Age limits. Drivers must be at least 21 years of age;
- The need to have a current driving licence, and, if held, a driving licence photo card, with **you**;
- Limits on acceptable driving licence endorsements; or
- 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**.

After taking a fair and reasonable view of the circumstances, **we** may decide that a hire car is not a practical solution, and hotel accommodation or alternative transport will be provided instead.

If **you** require a second or any other type of vehicle **we** will try to arrange this for **you** and **you** will have to pay for any additional costs.

## Alternative transport

**We** will reimburse **you** for standard class rail or other transport of **our** choice for up to eight people to reach the end of their journey within the **UK**. **We** will pay up to £100 a person or £300 for a group whichever is less.

## Hotel accommodation

**We** will arrange and reimburse **you** for one night's bed and breakfast for up to 8 people in a hotel of **our** choice.

**We** will pay up to £50 a person or £300 for each party whichever is less.

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

## Special medical assistance

Onward Travel also provides special medical assistance. If **you** or one of **your** passengers is taken into hospital more than 20 miles from **home we** will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

**We** will also arrange for an ambulance to take the patient to a local hospital near to their **home** once medical permission has been given. Special medical assistance is not available for planned hospital visits.

**We** will pay up to £50 a person or £300 for each party whichever is less.

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

## Onward travel does not cover:

- Other charges arising from **your** use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the car and any costs due to **you** keeping the car after the agreed period of hire (**you** must settle these charges directly with the supplier);
- A second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party or if **we** have advised **you** that it is a temporary repair;
- If **you** are unfortunate enough to have an incident with the hire car and **you** make an insurance **claim**, **you** will be responsible for paying any excess;
- Service within 24 hours of commencement of this **policy**;
- Any of the Onward Travel benefits, as stated above, before **our** attendance of the **breakdown** incident; or
- Any of the Onward Travel benefits, as stated above, if the **vehicle** is not displaying a valid tax disc.

# How to obtain assistance abroad

## 1. European Cover

European Cover applies to **vehicles** registered with the relevant **Vehicle Licensing Agency** and operates throughout the **territory**.

To obtain help in the event of a **breakdown, accident, fire** or theft, or if the only qualified driver is medically unfit to drive, please call the **RAC** control centre listed under section 2 below and state that the **vehicle** has European Cover and give the following information:

- **Your** name;
- **Your** location and telephone number – if **you** are on a motorway see also section 3 on the following page; and
- The make and registration number of the **vehicle**.

## 2. Please call:

UK	<b>0800 003 001</b> (freephone)
France & Monaco	<b>0800 159 229</b> (freephone within France and Monaco only) <b>+33 47 243 6947</b> (pay call)
Republic of Ireland	<b>1800 646 543</b> (freephone)
Rest of Europe	<b>+33 47 243 6947</b> (pay call)

If **you** are calling from a **UK** mobile phone, **your** network provider may not allow **you** to call a freephone 1800 number. Please check with **your** service provider prior to travelling. Customers who are affected can contact **us** on **+44 161 452 3201**. **Your** network provider may charge **you** for this call.

Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282. These services are not available in Europe.

### 3. Breakdowns on motorways

On continental motorways (including service areas) **you MUST** use the roadside emergency telephones. **You** cannot call **RAC** control centres from these. **You** will be connected to the police or authorised motorway service, who will send a **breakdown** recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix the **vehicle** – contact **RAC** using the numbers at section 2 on the previous page as soon as **you** can, if possible from the recovery company's depot.

**You** may have to pay immediate labour and towing charges – an authorised tariff is normally applicable. **You** should obtain a receipt to **claim** a refund (restricted up to the total claims limit) on **your** return **home**.

### Mobile and car phones

**RAC** will not re-imburse the cost of any telephone calls **you** make in connection with any **breakdown** under this **policy** (including mobile phone calls).

It may not be possible for an **RAC** control centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

# Services whilst abroad

## Section D – European Cover

As well as the services detailed under Sections A, B and C **you** are also entitled to the following:

### Policy description

There is an overall limit of £2500 per **claim** applied to **claims** relating to the European Cover level of cover.

### Service in the UK en route to the territory

If **you** are stranded on a public highway through **breakdown** of **your vehicle** on the outward journey from **home** to **your** point of departure from the **UK** or on the inward journey from **your** point of entry to the **UK**, to **home**, **we** will provide services as if **you** were abroad.

In addition **we** will pay a contribution of up to £800, towards the cost of self-drive hire car including **collision damage waiver** and replacement Green Card as necessary, to complete the planned journey if **RAC** confirms **your vehicle** cannot be repaired within 24 hours.

### Service whilst abroad

**You** are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the **period of cover**.

### Roadside assistance

In the event of a **breakdown** **we** will pay for the following subject to the limitations for each section as described in the following terms and conditions:

#### We will pay for:

1. Attendance of local **breakdown** or garage services to repair the **vehicle** at the roadside if possible;
2. Tow of the **vehicle** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
  - a) a contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable the **vehicle** to continue the journey on the date of **breakdown**;
  - b) inspection fees, in the event of a **breakdown**, to confirm that the **vehicle** cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this;

3. Storage charges for the **vehicle** while awaiting repair or repatriation; and
4. The cost of wheel changes but not for replacement tyres.

### We will not pay for:

- Any labour costs other than those incurred at the roadside. **We** will not pay labour costs at any garage to which the **vehicle** is taken other than under paragraph numbered 2 above;
- repair costs, including labour, if the **vehicle** was in a road traffic **accident**, damaged by fire or stolen or is, in **our** reasonable opinion, uneconomical to repair;
- the cost of parts used for roadside or garage repairs;
- the cost of any repairs not directly necessary to enable the **vehicle** to continue the journey on the date of the **breakdown**; or
- the cost of any other supplies, including but not limited to **specialist equipment**.

If **we** cannot repair the **vehicle** within 12 hours of being notified of a **breakdown**, then **we** will pay for either:

#### a) Additional accommodation expenses

**We** will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while **you** wait for **your vehicle** to be repaired, providing the appropriate **RAC** control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the **United Kingdom**.

**We** will not pay for the costs of meals or any other costs that are not specified above.

Or

#### b) Journey continuation or return home

If the **RAC** control centre can confirm repairs to **your vehicle** will take more than 12 hours, or if **your vehicle** is to be repatriated to the **United Kingdom**, a contribution (restricted up to the total claims limit) to travel expenses will be made to allow **you** to either:

- Continue the planned journey during the period **your vehicle** is not roadworthy; or
- Return **home** by direct route.

Expenses can comprise of self-drive car hire up to 14 days per **claim**, including **collision damage waiver** (see “Important self-drive hire car information”) and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

**RAC** will in its reasonable discretion decide which course of action to adopt, but **RAC** will take into consideration **your** preference.

**You** must collect the **vehicle** when repaired as once the **vehicle** is repaired and **you** have been notified, **RAC** will not pay any further expenses other than the costs of collection.

This benefit is also available if **your vehicle** is stolen and not recovered within 24 hours of reporting the matter to the police. A police report or crime reference number must be obtained. However, this benefit will cease if **your vehicle** is recovered in a roadworthy condition.

## We will not pay for:

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with a self-drive hire car;
- The cost of any car hire beyond the period agreed with the appropriate **RAC** control centre;
- Any car hire expenses after **your vehicle** is repaired except for the direct journey to return and collect it;
- First class rail fares;
- Any costs under this benefit if they are for a service **you** used at the same time as the above section "Additional accommodation expenses;"
- International drop charges where a vehicle hired from abroad is dropped within the **UK**;
- The costs of hiring a motorcycle; or
- Any hire costs not arranged through **RAC** or agreed by **RAC**.

**You** will have the following cover if **RAC** can confirm that repairs cannot be completed by **your** planned return date to the **United Kingdom** and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the **UK** market value of **your vehicle** according to Glass's guide or other appropriate industry standard used by **RAC**.) Cover is available for either:

### a) Vehicle repatriation

**We** will pay for the cost of taking the **vehicle** by road transporter from abroad to **your home** or chosen **UK** repairer for repair.

**We** will also pay the costs of packing and freighting **your** baggage if the **vehicle** is declared a 'Write-off' by the **vehicle's** insurer.

When repatriation is authorised it normally takes 10-14 working days for delivery to a **UK** address from most west European countries. At busy times and from east European countries it may take longer.

If the **vehicle** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside the **vehicle**. The roof box keys need to be left with **your vehicle** keys.

## We will not pay for:

- **Claims** for any repatriation not authorised by the appropriate **RAC** control centre;
- The cost of repatriation if this is uneconomical;
- The cost of repatriation if **your vehicle** is roadworthy;
- Any **claim** if **your vehicle** is being repatriated and Customs in any country find its contents are breaking the law; or
- Any further costs in connection with the **vehicle** once declared a write-off by **us** or **your** motor insurer.

Or

### **b) Collection of vehicle from abroad**

**We** will pay up to £600 for the following costs for one person to collect **your vehicle**, repaired abroad after a **breakdown**:

- Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection;
- Additional homeward cross channel ferry or rail fare for the repaired **vehicle** (calculated by taking the actual fare less the value of any refundable unused homeward portion of **your** original cross channel ticket); and
- Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

## We will not pay for:

- First class rail fares;
- The cost of any meals; or
- The costs of more than one person.

Note: The appropriate **RAC** control centre will, after taking a fair and reasonable view, decide whether **your vehicle** should be repaired abroad for **you** (or someone nominated by **you**) to return and collect.

## Authority for repatriation or repair

If **your vehicle** is not able to be driven due to a road traffic **accident**, fire, break-in or theft, any damage which **you** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **Your** insurer must decide whether to declare the **vehicle** is a write-off, authorise repair abroad or have the **vehicle** repatriated. **We** cannot repatriate the **vehicle** unless **your** insurers first give their permission.

**We** also reserve the right to negotiate with them to reclaim costs incurred. If **your** insurers cannot or do not give permission to repatriate then it is **our** decision alone whether to declare the **vehicle** a write-off, or repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown**, or as a result of a road traffic **accident**, fire or theft, for which **you** do not have fully comprehensive cover.

## Additional services

**We** will pay for the costs of providing the following if applicable:

### Vehicle break-in, emergency repairs

**We** will pay:

The cost of immediate emergency repairs, up to £175, necessary to make **your vehicle** secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided **you** report the matter to the police either before contacting **us** or within 24 hours of contacting **us**, and **you** have obtained a written report or crime reference number from the police.

**We** will not pay for:

- The cost of repairs if they are not to make **your vehicle** secure and for the reasons stated;
- Any repair costs if **you** do not obtain a police report or crime reference number and submit it with **your claim**; or
- Repatriation benefits as described under the section entitled '**vehicle** repatriation'.

## Spare parts dispatch

If as a result of a **breakdown your vehicle** needs parts but these are unavailable locally **we** will if necessary pay for:

- Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally; and
- The fare for one person to collect parts from the appropriate railway station or airport.

## We will not pay for:

The cost of parts themselves, which must be paid on receipt. When telephoning the **RAC** control centre **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.

## Accidental damage to or loss of tent

### We will pay:

A contribution to accommodation expenses of up to £30 per person per day if during the **period of cover you** are camping and **your** tent is damaged accidentally making it unusable, or it is stolen. Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If **your** tent is stolen **you** must report the theft to the police within 24 hours and obtain a written report or crime reference number.

### We will not pay for:

- The cost of meals or any other costs that are not specified above;
- Damage caused by weather conditions;
- The cost of a replacement tent not authorised by **us**; or
- Any costs if **your** tent was stolen and **you** do not report the theft to the police within 24 hours and obtain a written report or crime reference number.

## Urgent message relay service

### We will pay for:

The cost of relaying urgent messages from the appropriate **RAC** control centre to **your** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown, accident** or fire or it is stolen.

### We will not pay for:

- The cost of non urgent messages or messages to persons not described in the previous paragraph; or
- The cost of relaying any urgent message not arranged through the appropriate **RAC** control centre.

## Replacement driver

### We will pay for:

The cost of providing a replacement driver to drive **your vehicle** and **your party to your** destination or **home**, if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

### We will not pay:

- Replacement driver cost if there is another qualified driver in **the party** who is fit to drive; or
- For any costs associated with more than one **claim** per journey abroad.

## Customs claims cover

**We** will pay for Continental or Irish Customs claims for duty if:

- a) the **vehicle** is beyond economic repair as a result of fire or theft abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- b) the **vehicle** is stolen abroad during the journey and not recovered. **RAC** will deal with necessary Customs formalities. To arrange, please call: RAC European Support, on **0800 015 6837** or outside the **UK** on **00 44 (0)161 452 3202** (Calls may be recorded and/or monitored) Monday to Friday 9am-5pm.

**We** will not pay any import duties not relating to the **vehicle**.

# European claims procedure and conditions

When providing assistance **we** make every effort to cover on **your** behalf all costs within the limits set out in this document. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the **United Kingdom**. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

European Cover **claims** are handled by:

Tesco Insurance Breakdown Customer Care  
RAC Motoring Services  
RAC House  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

If **you** have any enquiries relating to repatriations or **claims** associated with **our** European Service, please contact **us** on **0800 015 6837** (calls may be recorded and/or monitored).

If **you** have paid any cost which **you** believe is covered, please telephone **RAC** for a **claim** form immediately on **your** return **home**, quoting **your** reference and **vehicle** registration number. When returning **your** completed **claim** form **you** should enclose relevant original receipts (not photocopies).

## Receipts

**You** must keep all relevant original receipts (not photocopies) as they will be needed for any **claim**. **We** may refuse to arrange reimbursement of expenses **you** are claiming back if **you** cannot provide original receipts or bills for the items **you** have paid for.

Payment of **claims** depends on **you** complying with the following conditions:

1. **You** must make any **claim** on an **RAC claim** form. Please bring **your claim** to **RAC's** attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an **RAC claim** form will not be accepted. This does not affect **your** statutory rights to take legal action or exercise any other legal remedy;
2. If **we** pay money to **you** **we** can take over **your** right to recover that money. **You** must cooperate with **us** as much as possible if requested;
3. **You** must do all **you** can to prevent **accident**, injury, loss or damage, as if **you** were not covered;
4. **You** must forward any writ, summons, legal document or other communication about the **claim** to **us** as soon as **you** receive them;
5. **You** must obtain any original receipts, certificates, police reports or crime reference numbers, evidence, etc and give all the information and help **we** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary;
6. **You** must not admit liability or offer or promise payment without **our** written permission;
7. The **vehicle** must be roadworthy and in good mechanical condition when **you** commence **your** journey; and
8. If any **claim** is found to be fraudulent in any way **your claim** will be forfeited.

**You must, within seven days of any request, send copies of any European Accident statements (called a "Constat d'amiable" in France) and/or any police reports or crime reference numbers to us should you make a claim following a road traffic incident.**

# European motoring legal expenses insurance (covered as part of European Cover only)

This section of **your policy** gives up to £50,000 worth of cover and is underwritten by **RAC Insurance Limited** acting through **RAC Legal Services** (which is part of **RAC Motoring Services**).

**You** will be covered when travelling in **your insured vehicle** from the **UK**. This includes the journeys both from and to **your home** provided that these fall within the **period of cover**. **RAC** also covers the insured **vehicle** on board ferry, Eurotunnel, hovercraft, catamaran or motorail service. The full terms of the motoring legal expenses insurance are set out below.

## Definitions

The following definitions apply only to this section of the **policy**. The definitions on page 5 and 6 of this **Policy** Booklet also apply where appropriate.

<b>Claims Handling Agent</b>	Means LAR Assurance Protection Juridique S.A. of Brussels, or any other representative <b>we</b> may appoint, authorised by <b>us</b> to handle <b>your claim</b> under this section of <b>your policy</b> .
<b>Disbursements</b>	Means payments made to third parties on <b>your</b> behalf in connection with the <b>legal proceedings</b> .
<b>European Cover Territory</b>	Means the European Cover legal territory that is covered by the legal expenses cover which differs from <b>territory</b> defined on page 6 and includes: Andorra, Austria, Azerbaijan, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland (plus Northern Ireland for residents of Great Britain travelling from the mainland), Romania, San Marino, Slovakian Republic, Spain, Sweden and Switzerland.
<b>Insured Event</b>	Means a <b>road traffic accident</b> or incident or series of incidents which give rise to motoring prosecution occurring during the <b>period of cover</b> .
<b>Legal Costs</b>	Means the reasonable and properly incurred fees, expenses, costs and <b>disbursements</b> by or on behalf of <b>you</b> and authorised by <b>us</b> or <b>our claims handling agent</b> in pursuing or defending a <b>claim</b> under this section of the <b>policy</b> ; and  The costs of third parties for which <b>you</b> are held liable by court order or which are agreed by <b>us</b> or <b>our claims handling agent</b> and which are incurred in connection with <b>legal proceedings</b> covered under this section of the <b>policy</b> .

<b>Legal Proceedings</b>	Means the pursuit of <b>claims</b> for <b>your uninsured losses</b> either by negotiation or by civil, tribunal or arbitration proceedings within court in the <b>European Cover territory</b> , in respect of a matter covered under this <b>policy</b> ; and the defence of motoring prosecution within court of criminal jurisdiction in the <b>European Cover territory</b> .
<b>Legal Representative</b>	Means the solicitors or other qualified experts appointed by <b>us</b> or <b>our claims handling agent</b> to act for <b>you</b> in accordance with condition of this section of the <b>policy</b> provided that such solicitors or experts satisfy the following conditions: <ul style="list-style-type: none"> <li>• they agree to fund all <b>disbursements</b> and do not <b>claim</b> for them until the end of the case; and</li> <li>• they agree not to submit any <b>claim</b> for <b>legal costs</b> until the end of the case and to try to recover all <b>legal costs</b> from the other party in the action; and</li> <li>• they agree to report in writing to <b>RAC</b> on any substantive development in the progress of the case.</li> </ul>
<b>Limit of Cover</b>	Means up to £50,000 worth of <b>legal costs</b> for the pursuit of a <b>claim</b> for <b>uninsured losses</b> arising directly from a <b>road traffic accident</b> .  Up to £5,000 worth of <b>legal costs</b> towards the defence of a motoring prosecution in the insured <b>vehicle</b> .  The cost of travelling abroad for either a medical exam or court appearance in connection with the <b>claim</b> under the European Motoring Legal Expenses cover up to £1,000 per <b>insured event</b> .
<b>Road Traffic Accident</b>	Means an <b>accident</b> in the <b>European Cover territory</b> involving the <b>vehicle</b> and at least one other vehicle occurring during the <b>period of cover</b> on public highway or private road or car park to which the public has an uninterrupted right of access, for which <b>you</b> are not at fault and another party is at fault.
<b>Uninsured Losses</b>	Means loss arising out of a <b>road traffic accident</b> which is not otherwise covered by insurance and either damage occurs to the <b>vehicle</b> or any personal effects owned by <b>you</b> whilst they are in or on the <b>vehicle</b> or <b>you</b> suffer death or bodily injury whilst in or getting into or out of the <b>vehicle</b> .

## What is covered

1. **RAC** will cover **you** up to the **limit of cover** against the **legal costs** of:
  - a) the pursuit of a **claim** for **uninsured losses** directly arising from a **road traffic accident**; and/or
  - b) the defence of motoring prosecution brought against **you** in connection with criminal proceedings involving the **vehicle**.
2. **Your** reasonable costs of travelling abroad for any necessary medical examination or court appearance. **RAC** will pay up to £1,000 per **insured event**.

## What is not covered

1. **Claims** for **uninsured losses** valued at £250 or less;
2. Appeals; or
3. **Claims** following an **insured event** which, in the reasonable opinion of **RAC** or **our claims handling agent**, have less than a 51% chance of success. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
4. **Legal Costs**:
  - a) incurred before **RAC** or **our claims handling agent** has confirmed acceptance of the **claim** in writing;
  - b) exceeding any amount approved by **RAC** or **our claims handling agent**;
  - c) incurred following payment into court by a third party unless **RAC** or **our claims handling agent** has authorised **you** in writing to continue with the **claim** after the payment into court or **you** are ultimately awarded or settle for more than the amount of the payment;
  - d) incurred if **you** withdraw instructions from the **legal representative** or from the **legal proceedings** unless such withdrawal is approved by **RAC** or **our claims handling agent**; for any expert witness unless previously agreed by **RAC** or **our claims handling agent**;
  - e) where **you** are responsible for unreasonable delay which is prejudicial to the **claim** or where **you** fail to give proper instructions in due time to **RAC** or **our claims handling agent** or the **legal representative**; or
  - f) where **you** pursue a **claim** without the consent of **RAC** or **our claims handling agent** or in a different manner from that advised by the **legal representative**.

5. Disputes with **us** will not be covered except as provided for under **our** complaints procedure.
6. **Claims** relating to matters for which **you** would, but for the existence of this **policy**, be entitled to cover under any other policy.
7. **Claims** directly, or indirectly, caused by, contributed to or arising from:
  - a) prosecutions which allege dishonesty or violence by **you** or which arise from alcohol or drugs related offences or parking offences;
  - b) any deliberate illegal act or omission by **you** or any act which is false or fraudulent in any way;
  - c) faults in the insured **vehicle** or faulty incomplete or incorrect service, maintenance or repair of the insured **vehicle**; or
  - d) **road traffic accidents** occurring during **your** participation in a race, rally or competition.
8. **Claims** for travelling expenses, subsistence allowances or compensation for absence from work, except that **we** will pay reasonable costs for **you** to travel abroad for medical examination or court hearing if this becomes necessary, up to £50 per person per day. This is subject to maximum of £1,000 per **insured event**.
9. **Legal costs**, fines or other penalties which courts of criminal jurisdiction order **you** to pay.

## Important

When travelling in the **European Cover territory** documentation for **claims** is essential and **you** must obtain receipts for all items for which **you** wish to **claim**.

# European motoring legal expenses insurance claims procedure and conditions

1. To make a **claim** you must notify **RAC** within 28 days of **your** return to the **UK** and in any event within 180 days of the **insured event** leading to the **claim**.

Motoring legal expenses insurance **claims** should be addressed to:

RAC Legal Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

You may alternatively call **0333 202 3024**.

2. On receipt of a **claim** under this section of the **policy RAC** or **our claims handling agent** will evaluate the **claim**, advise on the steps **you** should take to pursue the **claim** and, where appropriate, appoint a **legal representative** from its approved panel to pursue the **claim** by negotiation. In the event that the **claim** is not settled by negotiation and proceedings are necessarily issued, **you** do not have to continue to instruct the **legal representative** nominated by **us** and may propose another.

If at this stage **you** do wish to nominate a solicitor or other qualified legal expert to act for **you** then:

- a) **You** must write to **us** with the name and address of **your** nominated **legal representative**;
  - b) **Your** nominated **legal representative** must agree to and act in accordance with **RAC's** standard terms of engagement which are available upon request;
  - c) **RAC** will not cover any costs incurred by **your** nominated **legal representative** unless and until **we** agree to **your** nominated **legal representative** in writing, and obtain **our** permission first; and
  - d) If **RAC** and **you** are unable to agree on a suitable **legal representative**, **RAC** will ask the law society (or equivalent) of the relevant country to name a further **legal representative**. **RAC** and the insured must accept that law society's nomination. In the meantime, **RAC** may appoint a **legal representative** to act on **your** behalf to safeguard **your** interests.
3. During the course of the **claim** **you** must:
    - a) co-operate at all times in the completion of any necessary documentation or provision of information requested either by **RAC**, **our claims handling agent** or by the **legal representative**;
    - b) not do anything which may prejudice **your** case or **RAC's** position in respect of the **claim**;
    - c) take all available steps to recover the **legal costs** in the **legal proceedings**; and
    - d) notify **RAC** of any settlement offer made before accepting it.

4. During the course of the **claim RAC** and **our claims handling agent** will have the right of direct access to the **legal representative**.
5. **RAC** shall not provide cover under this section of the **policy** if **you** make a false declaration at any time during the term of the **policy** including but not limited to when **you** make a **claim**.
6. **You** shall take all reasonable steps to prevent any occurrence which may give rise to a **claim** under this section of the **policy**.
7. **You** shall take all reasonable steps to mitigate the losses that flow from **road traffic accidents**.
8. **RAC** may take over and conduct the **claim** and may settle the **claim** in **your** name, for example where **RAC** is unable to contact **you**. **RAC** will take all reasonable steps to protect **your** interests.
9. Every written notice or communication by **RAC** or **our claims handling agent** shall be sent to **you** at the last address known to **RAC** Legal Services.
10. If **we** pay out money on **your** behalf under this section of **your policy** and **we** are required to take that money back for whatever reason, **you** must co-operate with **us** as much as possible to enable **us** to do this.
11. **You** must do all **you** can to prevent an **insured event**, as if **you** were not covered under **your policy**.
12. **You** must provide a copy of **your Schedule** if **we** require it.
13. Exchange rates used are those valid at the date **your claim** is assessed by **us**.

# European motoring legal expenses insurance complaints procedure

A complaint about the terms of this **policy** may be made to **RAC** Legal Services at Great Park Road, Bradley Stoke, Bristol BS32 4QN or by calling **us** on **0333 202 3024**. For **our** joint protection calls may be recorded and/or monitored. If **we** cannot resolve **your** complaint within 24 hours, **we** will send an acknowledgement that **your** complaint has been received within two working days, following which **your** complaint will be investigated further.

If **we** are unable to settle **your** complaint with **us**, **you** may be able to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **RAC** has provided **you** with written confirmation that **our** internal complaint procedure has been exhausted. Referral to the FOS must be made within six months of **our** final response to **you**. Referral to the service does not affect **your** right to take legal action against **RAC** Insurance Limited.

If **your** complaint has not been resolved to **your** satisfaction within eight weeks **you** have the right to refer the matter to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Tesco Insurance Breakdown Cover phone numbers

If you need assistance at the roadside please call the appropriate number below.

<b>Breakdown / Claims, UK</b>	<b>0800 003 001</b>
<b>Breakdown ROI</b>	<b>1800 646 543</b>
<b>Breakdown ROI</b> (Paycall)	<b>+44 161 452 3201</b>
<b>Breakdown France and Monaco</b> (Paycall)	<b>+33 47 243 6947</b>
<b>Breakdown France and Monaco</b> (Landline Freephone)	<b>0800 159 229</b>
<b>Breakdown Rest of Europe</b>	<b>+33 47 243 6947</b>

Lines open 24 hours a day, 365 days a year.

## Tesco Car Insurance phone numbers

**Customer Services Line** **0345 673 0000**

Details of our opening times are on our website.

### Claims

Please report your claim to your car insurer or the Tesco Glass Line; details can be found on your policy schedule.

## We could help you save on other insurance

**Home Insurance** **0345 674 6666**

Details of our opening times are on our website.

**Travel Insurance** **0345 030 6124**

Details of our opening times are on our website.



All your documents are available in large print, audio or braille. To use Relay UK, just add 18001 before any of our phone numbers. Find out more and get the help you need on our website.



For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.

Tesco Car and Home Insurance and add-on insurance products are arranged by Tesco Insurance acting as an insurance intermediary and are underwritten by a select range of insurers.

Tesco Travel Insurance is arranged and administered by Rock Insurance Services Limited and underwritten by AWP P&C S.A.

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