



For bikers who love biking

# RAC Breakdown Cover Policy Booklet

**Terms and conditions**

PLEASE READ AND KEEP FOR YOUR RECORDS



## Who to contact if your motorcycle breaks down or you need to make a claim

These are all of the numbers a rider will need in the event that your motorcycle has broken down or needs to make any other claim under **RAC Breakdown Cover**.

**Call us on** **0330 159 0587**

### **Breakdown in Europe**

**Calling from Europe** **0033 472 43 52 55**

**Calling from a French landline (freephone)** **0800 290 112**

**Calling from Republic of Ireland (freephone)** **1 800 535 005**

**Bringing your motorcycle back to the UK after a breakdown**  
**0330 159 0342**

### **Claim Form Requests**

**From the UK** **0330 159 0337**

[europeanclaims@rac.co.uk](mailto:europeanclaims@rac.co.uk)

**From Europe** **0044 161 332 1040**

[www.rac.co.uk/europeanclaimform](http://www.rac.co.uk/europeanclaimform)

**Customer Services** **01733 907 001**

Bemoto  
PO Box 1338  
Peterborough  
PE1 1LZ  
[helpme@bemoto.uk](mailto:helpme@bemoto.uk)

If a rider has hearing difficulties RAC can be contacted using a Text Phone by prefix the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on 07855 828282

## **Hearing assistance**

Telephone prefix 18001 to access Typetalk or text us on 07855 828282

## Checklist

If your motorcycle breaks down, please provide us with

1. **Your** name
2. Identification such as a bank card or driving licence
3. The **motorcycle's** make, model and registration number
4. The exact location of the **motorcycle** - the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown**, if **you** know it
7. **Your** credit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

### Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.

**We** will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

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

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

**We** will **reimburse** these charges as long as the **motorcycle** is recovered to the recovery company's depot. This may also apply to other roads, so **we** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **us**.

## Telephone charges

Please note that **we** do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

### In Europe

Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

### In the UK

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

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## Your terms and conditions

### Definition of words

Any words in bold appearing throughout this RAC Breakdown Cover have a specific meaning which we explain below.

“**Bemoto**” means Bemoto a trading name of Moto Broking Limited Ruthlyn House, 90 Lincoln Road, Peterborough, PE1 2SP who arrange and administer this RAC Breakdown Cover;

“**beyond economical repair**” means where the total cost required to repair the **motorcycle**, including any taxes, is greater than the **market value** of the **motorcycle**. If the **motorcycle** has **broken down** or has been involved in a **road traffic collision** in **Europe**, the total cost required to repair the **motorcycle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred;

“**breakdown**”/“**breaks down**”/“**broken down**” means an event during the **policy period**, that stops the **motorcycle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **rider** of the **motorcycle**, except running out of fuel and battery failure, or any key related issue other than keys locked in **your motorcycle**;

“**claim**” means each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;

“**certificate of motor insurance**” means the document that contains details of you, any named riders and **your motorcycle(s)** which must be read in conjunction with this RAC Breakdown Cover;

“**end date**” means the date that this RAC Breakdown Cover expires as shown on **your statement of cover**;

“**Europe**” means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

“**home**” means the address in the UK where you live permanently, as shown on **your statement of cover**;

“**market value**” means the market value in the UK, as reasonably determined by us in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide(s)), of a **motorcycle** based upon a motorcycle of the equivalent age, make, recorded mileage and model as the **motorcycle**;

“**motorcycle**” means the UK registered motorcycle as shown on **your certificate of motor insurance** and that is a mechanically propelled vehicle, not being an invalid carriage, with less than four wheels. Motorcycles under 49cc are not covered.

“**passengers**” means the **rider** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling on the **motorcycle**;

“**planned departure date**” means the date when you intend to begin your journey. We may ask for proof of this;

“**policy period**” means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your statement of cover**;

“**policy year**” means the **policy period**, from the start date;

“**RAC**”/“**we**”/“**us**”/“**our**”

1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D and E means RAC Insurance Limited;
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

“**RAC Breakdown Cover**” means this RAC Breakdown policy that is subject to the terms and conditions together with the **statement of cover**;

“**reimburse**”/“**reimbursement**” means reimbursement by RAC under the reimbursement process;

“**rider**”/“**their**”/“**they**” means **you** or any rider of the **motorcycle** at the time a **breakdown** occurs who is authorised to be riding the **motorcycle** and is permanently resident in the UK;

“road traffic collision” means

1. for the purpose of Section E only, a traffic collision in Europe that immobilises the motorcycle; and
2. for all other sections, means a traffic collision involving a motorcycle within the UK;

“sidecar”/“trailer” means any sidecar or trailer attached to the motorcycle at the time of the breakdown;

“specialist equipment” means equipment that is not normally required by RAC to complete repairs and recoveries, for example winching and specialist lifting equipment;

“start date” means the date that this RAC Breakdown Cover begins, or renews, as shown on your statement of cover;

“statement of cover” means the document entitled “statement of cover” containing important details about this RAC Breakdown Cover;

“trip” means a trip to Europe which begins and ends on return from home during the policy period;

“UK” means England, Scotland, Wales, Northern Ireland, and for the purpose of this RAC Breakdown Cover includes the Channel Islands and the Isle of Man;

“you”/“your” means the person taking out the RAC Breakdown Cover as named on the statement of cover.

## Important information about your RAC Breakdown Cover

- This RAC Breakdown Cover is intended to offer services relating to the breakdown of motorcycles. Based on the information provided this RAC Breakdown Cover meets the demands and needs of those who wish to ensure the risk of the breakdown of motorcycles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of motorcycles are met.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions.
- All requests for service must be made directly to us.

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts of insurance between you and the insurers - depending on the type of cover:
  - a) RAC Motoring Services provides insurance for Sections A, B and C; and
  - b) RAC Insurance Limited provides insurance for all other Sections.

A premium is payable for contracts of insurance which will be made clear to you in advance of purchase.

2. A statement of cover - detailing the type of cover you have and the cost of cover. The statement of cover will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by Bemoto following purchase.

## Policy type

This RAC Breakdown Cover covers the motorcycle shown on your statement of cover and if registered at your home address. The motorcycle is covered whoever is riding.

## Policy Period

The RAC Breakdown Cover will start on the start date and end after the end date as shown on your statement of cover.

## Limits of Cover

Cover under this RAC Breakdown Cover is subject to limits on:

1. When a claim can be made:
  - a) no claim is permitted under section A if the breakdown occurred prior to purchasing this RAC Breakdown Cover;
  - b) no claim is permitted under sections B to E within 24 hours of the initial start date of the RAC Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section;
  - c) in order to make a claim under Section C (Recovery) we must have first attended under Section A (Roadside) or Section B (At Home); and
  - d) in order to make a claim under Section D, we must have first attended under Section A (Roadside) or B (At Home);
2. The number of claims that can be made per policy

year whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;

3. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**.

## Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from **us**. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

## Hire Car Terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

### Covered

Up to 3 consecutive days or until **your motorcycle** has been fixed if sooner.

1. In the **UK**, **we** will arrange and pay for the hire cost of a replacement car for up to three consecutive days or until the **motorcycle** has been repaired, if sooner. **We** may offer more than one hire car;
2. In Europe, **we** will arrange and pay for the hire cost of a replacement car for up to 14 consecutive days or until the **motorcycle** has been repaired if sooner. Any replacement vehicle will be limited to a small hatchback;
3. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a vehicle yourself, let **us** know before **you** hire a vehicle, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
4. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

## Not Covered

1. **We** will not provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
  - a) delivery and collection of the car hire and any fuel used;
  - b) fuel while using the car hire; or
  - c) any insurance excess and additional costs.

## Your Cover

### Section A. Roadside

**RAC Breakdown Cover** includes cover for Roadside. **Covered**

If the **motorcycle breaks down** within the **UK** more than a quarter of a mile from **your home**, **we** will:

1. Send help to repair the **motorcycle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **motorcycle** at the roadside, **we** will recover the **motorcycle** and **passengers** to a destination chosen by the rider up to a maximum of 10 miles from the **breakdown**;

If **we** recover the **motorcycle** to a garage, **we** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

### Sidecars or Trailers

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

**We** will not provide any other cover under this **RAC Breakdown Cover** if a **sidecar** or **trailer breaks down**. However if a **motorcycle breaks down** and there is a **sidecar** or **trailer** attached to it **we** will recover the **sidecar** or **trailer** as well.

### Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;

3. Any **breakdown** resulting from a fault that we have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) our advice after a temporary repair has not been followed;
4. Recovery for **sidecars** or **trailers** if the **sidecar** or **trailer breaks down**.

## Section B. At Home

RAC Breakdown Cover includes cover for At Home. **Covered**

We will provide the same cover as the "Covered" part of Section A (Roadside) if your **motorcycle breaks down** at, or within a quarter of a mile of, your home.

### Not Covered

Please see the "Not Covered" part of Section A (Roadside), which also applies here.

## Section C. Recovery

RAC Breakdown Cover includes cover for Recovery. **Covered**

If we are unable to repair the **motorcycle** under Section A (Roadside) or Section B (At Home), we will recover the **motorcycle** from the **breakdown** location to a single destination chosen by the **rider** within the **UK**. For long distances we may use more than one recovery vehicle.

Please note: recovery must be arranged with us while we are at the scene.

### Not Covered

1. Please see the "Not Covered" part of Section A (Roadside), which also applies here;
2. A second recovery owing to the intended original destination being closed or inaccessible.

## Section D. Onward Travel

RAC Breakdown Cover includes cover for Onward Travel.

If we attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **motorcycle** on the same day, we will help the **rider** by making arrangements to allow the continuation of the journey. The **rider** can choose one of the following options, subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

### 1. Hire Car Covered

Please see Hire Car terms.

Hire Cars must be arranged with us within 24 hours of the time of **breakdown**.

### 2. Alternative transport Covered

If the rider would prefer to continue the journey by air, rail, taxi or public transport, we will reimburse you for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

### 3. Overnight accommodation Covered

The rider may decide that waiting for the **motorcycle** to be fixed is best. We will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

### 4. Assistance in a medical emergency Covered

We will also help if the rider or one of the **passengers** suddenly or unexpectedly falls ill and needs medical help before the end of the journey. We will help to:

1. book one night's bed and breakfast accommodation for the rider and **passengers** if the hospital is more than 20 miles from home. We will reimburse you up to £150 per person or £500 for the whole party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.



## Not Covered

We will not assist the rider where they or one of the passengers is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

## Section E. European Motoring Assistance

RAC Breakdown Cover includes cover for European Motoring Assistance.

### Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per claim and 3 claims per policy year, limited to 1 claim per trip and is subject to the further limits of cover in respect of each type of cover. Each trip is limited to a maximum of 90 days.

### Section E1: Onward travel in the UK Covered

If we attend a breakdown under Section A (or C) and cannot fix the motorcycle by your planned departure date and you are within 24 hours of your planned departure date we will pay for a hire car for the continuation of your trip up to £125 per day and up to £750 in total or until your motorcycle has been fixed if sooner and one person will be transported to their nearest hire car supplier to collect the vehicle.

### Not Covered

Requests following a road traffic collision.

### Section E2: Roadside assistance in Europe Covered

If the motorcycle breaks down or is involved in a road traffic collision in Europe during a trip, we will send help to either:

1. Repair the motorcycle at the roadside. This could be a permanent or temporary repair; or
2. If we are unable to repair the motorcycle at the roadside, we will:
  - a) recover the motorcycle and passengers to a local garage for fault diagnosis on the motorcycle;

- b) pay for the initial fault diagnosis to find the next course of action;
- c) contribute towards the garage labour charges up to £150 when the motorcycle can be repaired on the same day;
- d) help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
- e) we will also relay any urgent messages from the rider to a contact of their choice.

### Not Covered

1. Repair costs, including garage labour charges:
  - a) if the breakdown was due to mis-fuelling or a flat tyre. You are also not covered for any benefits under any other section of this RAC Breakdown Cover;
  - b) if the motorcycle was in a road traffic collision; or
  - c) if the motorcycle repair costs will be more than its market value.
2. Any liability if damage is caused to the motorcycle whilst attempting to get keys, which have been locked in the motorcycle, out. You are also not covered for any benefits under any other section of this RAC Breakdown Cover; or
3. The costs of any parts.

Note: By claiming under this section you are authorising us and the garage to undertake fault diagnosis.

## Section E3: Onward travel in Europe Covered

If the motorcycle has a **breakdown** or is involved in a **road traffic collision** during a trip in Europe and we establish that the repairs cannot be completed within 12 hours, we will help the rider by making arrangements for the passengers to continue the trip. The rider can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

### 1. Alternative transport

#### Covered

1. A hire car as a replacement until the motorcycle has been fixed, up to £125 per day and up to £1500 in total; or
2. A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport.

### 2. Additional accommodation expenses

#### Covered

We will arrange and pay for additional accommodation expenses if you are unable to use your prearranged accommodation up to £30 per person per day up to a maximum of £500 for all passengers.

#### Not Covered

Accommodation where the rider has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The motorcycle has been repaired to a roadworthy condition; or
2. The decision to bring the motorcycle home is made by us or your motor insurer; or
3. Once we establish that the repair costs to the motorcycle exceed its market value.

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

## Getting your passengers home

We will provide alternative transport as above to get the passengers back home if:

1. The motorcycle is brought back home under Section E4; or
2. Once we establish that the repair costs to the motorcycle exceed its market value under Section E4.

## Section E4: Getting your motorcycle home

### Covered

If we attend a **breakdown** or a **road traffic collision** in Europe under Section E2 and the motorcycle cannot be repaired before the riders planned return to the UK, we will arrange and pay for:

1. Recovery of the motorcycle to a single destination of the riders choice within the UK; and
2. Storage charges for the motorcycle whilst awaiting the motorcycle to be returned to the UK; or
3. If the motorcycle is repaired in Europe, the cost of one person to travel to collect the motorcycle by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £30 per day;
4. If the cost of repairing the motorcycle is greater than its market value as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the UK once we have brought passengers home under Section E3 until the motorcycle is brought back to the UK, up to three consecutive days in total;

We will take the passengers on the motorcycle home under Section E3 (Onward Travel in Europe).

It is our decision whether to get the **broken down motorcycle home** or have it repaired locally. We will follow your motor insurer's decision whether to get the motorcycle home or have it repaired locally following a **road traffic collision** covered by your motor insurance.

### Not Covered

1. Any costs:
  - a) if the motorcycle is **beyond economical repair**;
  - b) covered under your motor insurance;
  - c) relating to storage once you have been notified that the motorcycle is ready to collect; and

- d) relating to any costs incurred as a result of actions or omissions of your motor insurers;
- 2. We will not take the motorcycle back home if:
  - a) the motorcycle is roadworthy; or
  - b) a customs officer or other official finds any contents in your motorcycle that are not legal in that country;
- 3. Any import duties not relating to the motorcycle, for example relating to items carried in the motorcycle;
- 4. We will not cover the costs of fuel, insurance or meals;
- 5. We will only cover costs under this section up to the market value, so if you want us to bring the motorcycle home and the costs of bringing the motorcycle home exceed this amount you will need to pay any costs above this amount before we make arrangements.

### Important

- Following our authorisation, it can take up to 14 working days for the motorcycle to be delivered back to the UK. At busy times and from some countries it may take longer.
- If we do not bring the motorcycle back to the UK, you will have 10 weeks in which to advise us of how you wish to recover or dispose of it. If you do not contact us within 10 weeks we will dispose of it at your cost.

## Section E5: Motorcycle break-in emergency repairs

Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a written report.

### Covered

If the motorcycle suffers damage to, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a breakdown we will reimburse you, up to £175 for:

1. immediate emergency costs incurred in order to continue the trip: or
2. the costs of recovering the motorcycle to a local repairer to ensure the motorcycle is secure and roadworthy.

### Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this RAC Breakdown Cover.

## General conditions for Section E

1. We will not cover any claim for any repairs to a motorcycle which are not essential in order to continue the trip;
2. Any claim which the rider could make under any other insurance policy. If the value of the claim is more than the amount which can be recovered under another policy we may pay the difference, subject to the limits as set out in this RAC Breakdown Cover;
3. You must make sure the motorcycle meets all relevant laws of the countries visited during a trip;
4. How the exchange rate is calculated:
  - a) Any costs incurred directly by us in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
  - b) Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
    - i. at the exchange rate used by your credit or debit provider; or
    - ii. at the exchange rate used by us when your claim form is received if you paid in cash;
5. When a hire car, taxi, hotel or similar benefit is arranged under this RAC Breakdown Cover, we will always try to find a suitable option that is available at the time, however:
  - a) we are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b) for hire cars, whilst reputable companies are used, we are unable to and cannot be responsible for checking the condition of each car or the quality of service provided by each company;
6. If, following a breakdown, the motorcycle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in our reasonable opinion that would lead to additional costs being incurred, we reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your motorcycle home); If the breakdown or road traffic collision is caused by flooding brought about by adverse weather we will only arrange for the motorcycle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the motorcycle's motor insurer;
7. If the breakdown or road traffic collision is caused by flooding brought about by adverse weather we will only arrange for the motorcycle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the motorcycle's motor insurer;

8. This **RAC Breakdown Cover** does not cover:
  - a) storage charges, other than under Section E4;
  - b) the hire of minibuses, motorhomes, motorcycles, sidecars, trailers or vans;
  - c) overloading of a **motorcycle** under the laws in any country in which the **motorcycle** is travelling;
  - d) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.

## General Conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If you do not comply we can refuse cover and/or cancel **your RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **motorcycle** from working and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your motorcycle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any **claim** where the **motorcycle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **motorcycle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **rider** must be with the **motorcycle** when **we** attend.
7. **We** will not be responsible for any loss of or damage to the contents of the **motorcycle**.
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **motorcycle** at the **rider's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
10. The **motorcycle** must not carry more passengers than the number stated in the **motorcycle's** registration document.
11. Where **we** provide a repair to the **motorcycle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **motorcycle**. This remains **your** responsibility.
14. During extreme weather, riots, war, civil unrest, industrial disputes or any other event, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
  - a) **specialist equipment**;
  - b) ferry charges for the **motorcycle** and **our** vehicle;
  - c) any damage to glass even if the damage means the **motorcycle** cannot be legally or safely ridden. **We** will arrange transport to a local garage so **you** can arrange to get the **motorcycle** fixed but **you** will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them; or
  - e) recovery by someone other than **us** even if this is requested by the emergency services.
  - f) **we** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **rider** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **rider**, and act reasonably at all times.
17. The **motorcycle** must be privately owned and not used for hire and reward and/or courier services.
18. This **RAC Breakdown Cover** does not cover:
  - a) routine servicing, maintenance or assembly of the **motorcycle**;
  - b) **sidecar** or **trailers**, except as described under Section A;
  - c) use of **your motorcycle** for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;

- d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - e) **breakdowns** that occur off the public highway to which the **rider** or **we** have no legal access;
  - f) the **motorcycle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - g) **motorcycles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **motorcycle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **motorcycle** is roadworthy **we** will provide service;
  - h) any **claim** that is or may be affected by the influence of alcohol or drugs;
  - i) any **breakdown** that is caused by or as a result of **motorcycle** theft or fire; or
  - j) **motorcycle** storage charges. If the **motorcycle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instance, where the **motorcycle** has not been collected and fees not paid, the **motorcycle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening;
  - k) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.
19. If the **rider** is asked to review and approve a document recording the condition of the **motorcycle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

## Additional Benefits

The following are provided at no additional charge:

### Service in the Republic of Ireland

If the **motorcycle** has **broken down** in the Republic of Ireland, we will provide a Roadside attendance service only, as described under Section A (Roadside). If **your** home address is in Northern Ireland and **you** have purchased Section C (Recovery), we will **recover** the **motorcycle** to **your** home, or to another destination in Northern Ireland if the distance is less.

## Rider induced faults

If the **motorcycle** cannot be driven for any reason other than a **breakdown**, for example if the **motorcycle** keys are broken or lost or there has been a **rider** induced fault, **we** will send help to the **motorcycle**. If **we** cannot get the **motorcycle** going again, **we** will **recover** the **motorcycle** and **passengers** up to 10 miles. Any **specialist** equipment required by **us** to repair or arrange recovery of the **motorcycle** will be chargeable. This service is discretionary and **we** will decide whether or not to provide this service.

## Urgent message relay

If the **motorcycle** has **broken down** and the **rider** needs to get in touch with friends and family urgently, **we** will get a message to them.

## Additional services

**We** can provide additional services that are not included in your **RAC Breakdown Cover** but **we** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist** equipment to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under your **RAC Breakdown Cover** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

## Cancellation of your RAC Breakdown Cover

### Your right to cancel

**You** can cancel your **RAC Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the **start date**; or
2. the date **you** receive your **RAC Breakdown Cover** documents.

If you do this, we will cancel the **RAC Breakdown Cover** with immediate effect from the day you request it and we will refund your premium in full unless a claim has been made within this cooling off period. If you downgrade your **RAC Breakdown Cover** after this cooling off period we will not refund premium to you;

At any time after the 14 day cooling off period referred to above, you may cancel **RAC Breakdown Cover** at the same time as cancelling your motorcycle insurance policy. Cancellations must be made by contacting **Bemoto**. **RAC Breakdown Cover** will be cancelled with immediate effect. You will receive a pro-rata refund of premium if no claims have been made. If any claims have been made then no refund of premium will be given.

Where you cancel this **RAC Breakdown Cover**, we will request settlement of any outstanding premium or charges for services provided. If such sums are not settled following **Bemoto's** debt collection process, they may take legal action and may refuse to accept your custom in the future.

Your **RAC Breakdown Cover** will automatically cancel if your associated motor insurance policy is cancelled.

## Our right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on your statement of cover, **Bemoto** will notify you. All payments must be paid within 28 days of the relevant date, if not your **RAC Breakdown Cover** may be cancelled; and
2. We may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund any premium;

Where we cancel your **RAC Breakdown Cover** we will not refund any premium.

## Misuse of RAC Breakdown Cover

Each rider must not:

1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade us into a dishonest or illegal act;
3. Omit to tell us important facts about a breakdown in order to obtain a service;
4. Provide false information in order to obtain a service;

5. Knowingly allow someone that is not covered by your **RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, we may:

1. Restrict the cover available to you at the next renewal;
2. Restrict the payment methods available to you;
3. Refuse to provide any services to you under this **RAC Breakdown Cover** with immediate effect;
4. Immediately cancel this **RAC Breakdown Cover**; and
5. Refuse to sell any **RAC Breakdown Cover** or services to you in the future.

We may also take any of the additional steps as set out above if any claim is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited. We will not refund any premium. We will notify you in writing if we decide to take any of the above steps.

## Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when you renew your existing associated motorcycle insurance policy.

## Changes to your details

You must let **Bemoto** know immediately if you need to change anything on your **RAC Breakdown Cover**.

**Bemoto** can be contacted by phone, post, or email. Please see Contact Information.

If you change your motorcycle you must call **Bemoto** to update your details. If you do not, you may not be covered.

We will not change your **RAC Breakdown Cover** into someone else's name. If you cancel your **RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on your **RAC Breakdown Cover** will no longer be covered by us.

All communications from **Bemoto** or us shall be deemed duly received if sent to your last known address.

## Complaints

We are committed to providing excellent service. However, we realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with our services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact us as follows:

|                                     | Phone         | In writing   |
|-------------------------------------|---------------|--|
| Breakdown related Complaints        | 0330 159 0337 | Breakdown Customer Care<br><br>RAC Financial Services Limited<br>Great Park Road<br>Bradley Stoke<br>Bristol<br>BS32 4QN<br><br>Breakdowncustomer-care@rac.co.uk |
| Sales and administration Complaints | 01733 907 001 | Bemoto<br>PO Box 1338<br>Peterborough<br>PE1 1LZ<br><br>helpme@bemoto.uk   |

## Financial Ombudsman Service

|   | Phone                                 | In writing   |
|---|---------------------------------------|--|
| In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address: | 0800 023 4567 or<br><br>0300 123 9123 | The Financial Ombudsman Service<br>Exchange Tower<br>London<br>E14 9SR<br><br><a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a><br><br>www.financial-ombudsman.org.uk |
| The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us.  |                                       |  |
| Using this complaints procedure will not affect your legal rights.  |                                       |  |

## Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

The cover provided by RAC Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

## Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this **RAC Breakdown Cover** and the **statement of cover** and other information relating to this contract will be in English.

## Your Data

### Data protection statement

This section provides a short summary of how **we** collect and use **your data**. Please refer to **our website** at [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) for full details of how **we** use **your data**. Alternatively, **you** can obtain a copy of the Privacy Policy by using the contact details below.

#### What is your data?

There are three types of data **we** hold about **you**:

1. Personal data is information **we** hold on record which identifies **you**. This may include **your name**, address, email address and telephone number;
2. **We** will may also hold data about **you** that is not personal, for example, information about **your vehicle**; and
3. A small number of **our services** require the collection and storing of special categories of personal data. **We** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

### How we obtain and collect your data

**Your data** may be collected in a number of different ways. For example, when **you** purchase this **RAC Breakdown Cover**, contact **us** through social media or make a **claim** under **your RAC Breakdown Cover**. **We** will always need to collect, store and use information about **you** to be able to provide **you** with **your RAC Breakdown Cover**.

Please note, if **you** do not provide **your data** **we** will be unable to provide **you** with cover, as well as services related to administering **your RAC Breakdown Cover**.

### How we will use your data

**We** will use **your data** for the administration of **your RAC Breakdown Cover**, for example, helping **you** if **you** make a **claim**. **We** may disclose **your personal data** to service providers who provide help under **your RAC Breakdown Cover**.

### Your rights

**You** have a number of rights relating to **your personal data**. For further information regarding any of these rights please visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) or contact the Data Protection Officer:

1. Call **our** Customer Service Team: 0330 159 0337; or
2. Email **us**: [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk); or
3. Write to **us**:  
RAC Motoring Services  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

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