



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 907 000**  
Bemoto  
PO Box 1338  
Peterborough  
PE1 9RU  
[helpme@bemoto.uk](mailto:helpme@bemoto.uk)

\*(Please replace the 00 at the beginning with 810 when in Belarus or Russia)

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.

# Contents

	Page
Contact information .....	2
Your terms and conditions.....	5
Definition of words.....	5
Important information about your RAC Breakdown Cover .....	6
Your Cover .....	7
Section A. Roadside.....	7
Section C. At Home.....	8
Section B. Recovery.....	8
Section D. Onward Travel.....	8
Section E. European Motoring Assistance .....	9
General conditions .....	12
Additional Benefits .....	13
Cancellation of your RAC Breakdown Cover .....	14
Misuse of RAC Breakdown Cover.....	14
Renewal of RAC Breakdown Cover .....	14
Changes to your details .....	15
Complaints.....	15
Financial Ombudsman Service .....	15
Financial Services Compensation Scheme.....	16
Your data.....	16

## 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**”/“**break 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 **rider induced fault**, or any key related issue other than keys locked in your **motorcycle**;

“**call-out**”/“**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 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, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

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

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

“**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 **territory**;

“**rider induced fault**” means any fault caused by actions or omissions of the rider of the motorcycle, except running out of fuel and battery failure;

“**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;

“**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 if you are a resident there;

“**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. It 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); 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. **We** will arrange and pay for a hire car and **we** may offer more than one hire car;
2. 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;
3. 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.

## Included Benefits

As well as the cover **we** provide under Sections A to E, **we** offer the following benefits provided by RAC Motoring Services at no additional charge to **you** and include:

- Urgent Message Relay; and

### Additional Services

RAC Motoring Services can also offer additional services following a breakdown for an additional charge which will be agreed with **you** before service is provided.

## 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 1/4 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), we will recover the **motorcycle** from the **breakdown** location to:

1. A local garage; or
2. 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. Tyre faults where the **motorcycle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **motorcycle's** manufacturer or a locking wheel nut;
3. 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 call out and 3 call-outs per policy year, limited to 1 call-out per journey and is subject to the further limits of cover in respect of each type of cover. Each journey 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 journey 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 journey, 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 motorcycle was in a road traffic collision; or
  - b) if the motorcycle repair costs will be more than its market value.
2. The costs of any parts.

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

### Mis-fuelling

If the rider puts the wrong fuel in the motorcycle, although this is not covered as a breakdown under this RAC Breakdown Cover, we will arrange to recover the motorcycle and passengers to a local garage. You are not entitled to benefits under any other section of this RAC Breakdown Cover.

## Key

If the keys are locked in the **motorcycle**, we will attend and get them out if possible, but we are not liable if damage is caused to the **motorcycle** in doing so. You are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

## Tyres

If the **motorcycle** needs a replacement tyre, although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, we will attend and change the tyre if there is a spare or recover the **motorcycle** and **passengers** to a local garage if the **motorcycle** is manufactured without a spare. You are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

## Section E3: Onward travel in Europe Covered

If the **motorcycle** has a **breakdown** or is involved in a road traffic collision during a **journey 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 **journey**. 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 pre-arranged 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 is involved in 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 in total;

We will take the passengers in 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 windows, wind-screens 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 journey; 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 call-out for any repairs to a motorcycle which are not essential in order to continue the journey;
2. Any claim which the rider could make under any other insurance policy. If the value of the call-out is more than the amount which can be recovered under another policy 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 journey;
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. 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.

6. 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 motorcycle or the quality of service provided by each company;
7. 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);
8. If the **breakdown** or is involved in a 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;
9. In handling **breakdown call-outs** there may be more than one option available to **you** 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 **you**, and act reasonably at all times;
10. This **RAC Breakdown Cover** does not cover:
  - a) storage charges, other than under Section E4;
  - b) **call-outs** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
  - c) the hire of minibuses, motorhomes, motorcycles, **sidecars**, **trailers** or vans;
  - d) overloading of a **motorcycle** under the laws in any country in which the **motorcycle** is travelling;
  - e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.
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. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **motorcycle**. **We** will not be responsible for any loss of or damage to them.
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. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where **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.
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.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **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**

## 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

#### Breakdown Cover:

- a) **specialist equipment**;
  - b) tolls, ferries or congestion 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) 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.

### 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 Bemot'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  RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomer-care@rac.co.uk
Sales and administration Complaints	01733 907 000	Bemoto PO Box 1338 Peterborough PE1 9RU  helpme@bemoto.uk

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

## Financial Ombudsman Service

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:	Phone	In writing
	0800 023 4567 or  0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR  <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>  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

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data **you** and/or **Bemoto** supplies to **us** is RAC Motoring Services (RACMS). This enables **Bemoto** to provide **you** with a quotation, for **you** and **us** to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit, and for administering the **RAC Breakdown Cover**.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. **You** can contact the Data Protection Officer for RACMS by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains **your** personal data from **Bemoto** when **Bemoto** provides RACMS for the purposes set out below. RACMS also obtains **your** personal data when **you** contact **us** directly in relation to **your RAC Breakdown Cover**. Please be aware that **we** may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that **we** obtain about **you** are:

- name;
- policy number;
- **motorcycle** registration number;
- **motorcycle** manufacturer;
- **motorcycle** model;
- DVLA date of **motorcycle** first registration;
- contact details;
- motorcycle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that **you** provide **us** from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate interests in order to:

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your RAC Breakdown Cover** and;
- contact **you** to provide **you** with the services that form part of **your RAC Breakdown Cover**

In most cases, processing the above information is necessary for the performance of a contract to which **you** are party or in order to produce a quotation at **your** request prior to entering into a contract. **We** may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of **our** legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use **your** personal data to make automated decisions to calculate, evaluate or predict the performance of **your RAC Breakdown Cover**. If **you** have any concerns regarding the outcome of these checks, please let RACMS know.

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

RACMS will share the personal data **you** provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose **your** personal data to **our**

service providers and agents for these purposes.

RACGC retains **your** personal data for so long as is necessary for **us** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When **you** give **us** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made. RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

**You** have a number of rights in relation to **your** personal information that **you** can choose to exercise at any time. This includes **your** right to:

- access information **we** process about **you** to obtain a copy of the data as well as receive supplementary information;
- object to **us** using particular information or using it in a particular way. **You** can let **us** know that **you** object to it and **we** will consider whether **your** request can be granted;
- rectify inaccurate information, which in most cases **you** can do this simply by getting in touch with **Bemoto**;
- erase **your** data if **we** no longer have a legitimate basis for processing it;
- port data to another data controller or to **you** in a structured, commonly used and machine readable format.

**We** have provided a basic overview of those rights above, but if **you** would like to find out more or exercise any of these rights **you** can contact the RAC Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above **you** have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require **you** to have approached RACMS first to try to resolve the matter.

† If **you** would like a list of all RAC group companies, please write to or email the Data Protection Officer.

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. MOTOPOL24052018.