# **Group Policy**

# Breakdown Policy for Metropolitan Police Federation

Terms and conditions
Please read and keep for your records.



# Contact information

	Telephone	In Writing
Breakdown in the UK Please quote TG075	0330 332 8450	
Claim Form Requests	0330 159 0334	
Customer Services	0345 266 8985	enquiries@officerinsurancecover.co.uk
Hearing assistance	Telephone prefix 18001 to access Typetalk or text us on 07855 828282	

# 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.

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.

# If the vehicle breaks down, please provide us with

- 1. Your name or policy number
- 2. Identification such as a bank card or driving licence
- 3. The vehicle's make, model and registration number
- 4. The exact location of the **vehicle** 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.

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#### Your terms and conditions

# Definition of words

Any words in bold appearing throughout this  ${\it group\ policy}$  have a specific meaning which  ${\it we}$  explain below.

"Advisory Insurance Brokers Limited" means Advisory Insurance Brokers Limited of 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7PD who act on behalf of the RAC in respect of the sales and administration of the group policy;

"breakdown"/"breaks down"/"broken down" means an event during the policy period, that stops the vehicle 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 driver of the vehicle, except running out of fuel and battery failure, or any key related issue other than keys locked in the vehicle;

"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

"claim" means each separate request for service or benefit for cover under any section of this group policy;

"driver"/"their"/"they" means the member of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the UK;

"expiry date" means the date that this group policy expires;

"group policy"/"policy" means the breakdown policy as set out in this document:

"home" means the address in the UK where you live permanently;

"member"/"you"/"your" means a member of the Federation or nominated partner of the member who is entitled to the benefits under this group policy; "passengers" means the driver and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the vehicle;

"policy period" means the length of time for which your group policy is in force;

"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 Section D 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:

"reimburse"/"reimbursement" means reimbursement by RAC under the reimbursement process;

"road traffic collision" means

1. a traffic collision involving a  $\mbox{\it vehicle}$  within the  $\mbox{\it UK};$ 

"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 you join the group insurance scheme;

"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this group policy includes the Channel Islands and the Isle of Man;

"vehicle" means a UK registered vehicle and that complies with the following specifications:

- it is either a car, light van, minibus or motorhome that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long; and (c) 2.55 metres wide; or
- 2. it is a motorcycles over 49cc and is not a mobility scooter

"welcome letter" means the document entitled "welcome letter" containing important details about this group policy;

# Important information about your group policy

- This group policy is intended to offer services relating to the breakdown of vehicles. Based on the information provided this group policy meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of vehicles are met.
- This policy is the contract of insurance between you and the RAC.
- 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 group policy consists of:

- A Breakdown Policy one or more contracts of insurance between you and the insurers:
  - a) RAC Motoring Services provides insurance for Sections A, B and C;
     and
  - b) RAC Insurance Limited provides insurance for Section D.

A premium is payable for contracts of insurance which is included in **your** monthly group insurance subscription.

A policy wording will be made available to you on joining the group insurance scheme.

# Policy type

This **group policy** covers **your vehicle** and if registered at **your home** address. The **vehicle** is covered whoever is driving.

# Policy Period

The group policy will start on the  $1^{\rm st}$  August 2023 and end after the  $31^{\rm st}$  July 2023.

# Limits of Cover

Cover under this **group policy** 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 group policy;
  - 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
  - c) in order to make a **claim** under Section D, **we** must have first attended under Section A (Roadside) or B (At Home).
- 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 group policy, 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 **group policy**.

#### 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. If you have any queries please contact Breakdown Customer care on 0330 159 0360. 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 **group policy** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

#### Covered

- We will arrange and pay for the hire cost of a replacement car whilst the vehicle is being repaired. Any replacement car will be limited to a small hatchback;
- 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 car yourself, let us know before you hire
  a car, and then provided we have agreed the cost, we will reimburse you up
  to £35 per day;
- 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**

- 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; or
  - 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 D, **we** offer the following benefits provided by RAC Motoring Services at no additional charge to **you** and include:

- Urgent Message Relay; and
- Replacement Driver.

#### 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

This group policy includes cover for Roadside.

#### Covered

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from the **member's home**, we will:

- Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or
- If we are unable to repair the vehicle at the roadside, we will recover the vehicle and passengers to, along with any caravan or trailer attached to it, will be recovered to a destination chosen by the member up to a maximum of 10 miles from the breakdown;

If we recover the vehicle to a garage, we will reimburse the member for taxi costs for passengers to continue the journey to a single destination within 20 miles

#### Caravans or Trailers

If a caravan or trailer breaks down, whilst attached to the vehicle, within the UK more than 1/4 mile from the member's home, we will send help to repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this **group policy** if a **caravan** or **trailer breaks down**. However, if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it we will recover the **caravan** or **trailer** as well.

#### **Not Covered**

- 1. The cost of any parts or specialist equipment;
- 2. The fitting of parts, including batteries, supplied by anyone other than us;
- 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 caravans or trailers if the caravan or trailer breaks down.

#### Section B. At Home

This group policy includes cover for At Home.

#### Covered

We will provide the same cover as the "Covered" part of Section A (Roadside) if the vehicle breaks down at, or within a quarter of a mile of, the member's home

#### **Not Covered**

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

#### Section C. Recovery

This group policy includes cover for Recovery.

#### Covered

If we are unable to repair the vehicle under Section A (Roadside) or under Section B (At Home), we will recover the vehicle from the breakdown location to a single destination chosen by the member 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**

- Please see the "Not Covered" part of Section A (Roadside), which also applies here;
- 2. Any **claims** due to:
  - a. tyre faults where the vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by the vehicle's manufacturer or a locking wheel nut; or
  - b. any key related claim; or
- A second recovery owing to the intended original destination being closed or inaccessible.

#### Section D. Onward Travel

This group policy includes cover for Onward Travel.

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

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

#### 1. Hire Car

#### Covered

Up to 2 consecutive days or until the **vehicle** has been fixed if sooner. 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 **member** would prefer to continue the journey by air, rail, taxi or public transport, **we** will **reimburse** the **member** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

# 3. Overnight accommodation

#### Covered

The member may decide that waiting for the vehicle 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 member or one of the passengers suddenly or unexpectedly falls ill or is injured and needs medical help before the end of the journey. We will help to:

- book one night's bed and breakfast accommodation for the member and passengers if the hospital is more than 20 miles from home. We will reimburse the member up to £150 per person or £500 for the whole party; and
- 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 member 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.

#### **General Conditions**

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

- 1. You must pay your premium.
- 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 vehicle from working, so for example an air-conditioning failure in itself does not constitute a breakdown, and the illumination of a warning light does not always constitute a breakdown. If it does not, you will need to take the vehicle to a place of repair and this group policy will not cover this.

- We will not cover any claim where the vehicle is already at a garage or other place of repair.
- Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the vehicle, or to correct an attempted repair by someone else, we will not provide cover.
- 6. A member must be with the vehicle when we attend.
- We will not be responsible for any loss of or damage to the contents of the vehicle.
- 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 vehicle at the member'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 vehicle must not carry more passengers than the number stated in the vehicle'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, where required.
- 11. Where we provide a repair to the vehicle, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the vehicle. 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 group policy. 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 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 **group policy**:
  - a) ferry charges for the **vehicle** and **our** vehicle;
  - b) spare tyres and wheels and repairing or sourcing them; or
  - recovery by someone other than us even if this is requested by the emergency services. 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 member under this group policy. 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 member, and act reasonably at all times.
- 17. The vehicle must be privately owned and only used for private use, or any business use other than hire and reward and/or courier services.
- 18. This group policy does not cover:
  - a) routine servicing, maintenance or assembly of the **vehicle**;
  - b) caravan or trailers, except as described under Section A;
  - use of the vehicle for business, including for example demonstrating, carrying trade plates;
  - 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:
  - breakdowns that occur off the public highway to which the member or we have no legal access;
  - f) the vehicle 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 quidelines;
  - g) vehicles that are not in a roadworthy condition. If we consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, we can refuse to provide service. If you can demonstrate that the vehicle is roadworthy we will provide service;
  - 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 **vehicle** theft or fire;
  - yehicle storage charges. If the vehicle 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 instances, where the vehicle has not been collected and fees not paid, the vehicle may be disposed or and any outstanding fees will be deducted. You will be notified, in accordance with legislation, prior to this happening;
  - k) any **claim** under this **group policy** where the **breakdown** was first reported to **us** under a different policy.

19. If the member is asked to review and approve a document recording the condition of the vehicle, 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:

#### **Driver-induced faults**

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

#### Service in the Republic of Ireland

If the **vehicle** 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 **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

#### Urgent message relay

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

#### Replacement driver

If the **member** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

#### Additional services

We can provide additional services that are not included in your group policy 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;
- 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. You will be responsible for any additional charges so if we help you under this group policy and cannot pay, we will invoice you. This is why we request proof of identity at the breakdown.

## Cancellation of your policy

In the event that  $\mathbf{you}$  need to cancel this  $\mathbf{policy}$  please contact the Federation.

#### Misuse of this policy

Each member must not behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically.

If this condition is not complied with, we will contact the member to discuss our concerns and if the concerns are not dealt with within a reasonable period of time or cannot be dealt with we reserve the right to refuse cover under this group policy with immediate effect.

 $\mathbf{W}\mathbf{e}$  will notify the  $\mathbf{member}$  in writing in the event that  $\mathbf{we}$  decide to take any action.

#### Complaints and Financial Ombudsman Service

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 group policy such as services at or following a breakdown, or the included benefits please contact us as follows:

Phone	In writing	
0330 159 0360	Breakdown Customer Care	
	RAC Financial Services Limited	
	Great Park Road	
	Bradley Stoke	
	Bristol	
	BS32 4QN	
	Breakdowncustomercare@rac.co.uk	

In the event we cannot resolve a complaint raised in respect of Onward Travel complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or "Micro-enterprises".

"Micro-enterprises" (an EU term covering smaller businesses) can bring complaints to the ombudsman as long as they have an annual turnover of up to two million euros and fewer than ten members.

In the event that <b>we</b> cannot	Phone	In writing
resolve <b>your</b> complaint to	0800 023	The Financial Ombudsman
your satisfaction under the	4567 or	Service
complaints process set out	0300 123	Exchange Tower
above, <b>you</b> may in certain	9123	Harbour Exchange
circumstances be entitled to		London
refer <b>your</b> complaint to the		E14 9SR
Financial Ombudsman		
Service at the following		complaint.info@financial-
address:		ombudsman.org.uk
		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, or by writing to:

Financial Services Compensation Scheme PO Box 300 Mitcheldean, Gloucestershire, GL17 1DY The cover provided by RAC Motoring Services under this  ${\it group policy}$  is not covered by the FSCS.

#### Law

The parties are free to choose the law applicable to this **group policy**. 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 **group policy** and the **welcome letter** 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 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 group policy, contact us through social media or make a claim under your group policy. We will always need to collect, store and use information about you to be able to provide you with your group policy.

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 group policy.

#### How we will use your data

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

#### 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 or contact the Data Protection Officer:

- 1. Call our Customer Service Team: 0330 159 0337; or
- Email us: membershipcustomercare@rac.co.uk; or
- 3. Write to us:

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