



smilemore

smilemore current account

Mobile Phone Insurance Policy Document and
UK & European Motor Breakdown Cover Policy
Summary and Policy Document

2 Contents

Mobile Phone Insurance and UK & European Motor Breakdown Cover

Contents

Mobile Phone Insurance

One of the great benefits of your **smilemore** current account is Mobile Phone Insurance. This booklet gives you the full details, from important terms and conditions to what to do if you need to make a claim.

Demands and Needs	Page 3
Policy document	Page 4
Who is this cover designed for?	Page 5
The cover you receive	Page 6
What you are NOT covered for	Page 7
Actions you will need to take on loss, theft, breakdown or damage to your mobile phone	Page 10
How to make a claim	Page 11
What you need to know about the claims process	Page 11
What if your claim is rejected?	Page 12
Tell us when your details change	Page 12
Fraud	Page 12
Price of your insurance	Page 12
Duration of this Policy	Page 12
Cancelling your insurance	Page 13
Making an enquiry or complaint	Page 13
Choice of law	Page 13
If we need to change the terms of the policy	Page 13
Financial Services Compensation Scheme (FSCS)	Page 13
Status disclosure	Page 13
Data Protection How we handle your personal information	Page 14
Personal information that we collect from you	Page 14
Personal information that we collect from other sources	Page 14
Who we share your personal information with	Page 15
Where we send your personal information	Page 15
How long we keep your personal information	Page 15
How and why we will contact you	Page 15
Your rights	Page 15

UK & European Motor Breakdown Cover

If you have taken out a **smilemore** current account you also receive UK & European Motor breakdown cover. Giving you reassurance that you'll always have someone to rely on if you happen to break down. This booklet contains all the information you need to know about your policy, from what to do in an emergency to the terms and conditions of your cover.

Demands and Needs	Page 16
Policy summary	Page 17
Policy Terms and Conditions	Page 22
How to obtain assistance in the UK	Page 23
Services in the UK	Page 23
Recovery	Page 24
At Home	Page 25
Replacement car hire	Page 25
How to obtain assistance abroad	Page 26
Mobile and car phones	Page 27
Services whilst abroad	Page 27
Additional services	Page 30
Spare parts dispatch	Page 30
Accidental damage to or loss of tent	Page 30
Urgent message relay service	Page 30
Replacement driver	Page 31
Customs claims indemnity	Page 31
Policy requirements and limitations	Page 31
Policy exclusions (service in the UK and abroad)	Page 34
European claims procedure and conditions	Page 36
General	Page 37
Your right to cancel	Page 38
Caring for our customers	Page 40

smilemore current account

Mobile Phone Insurance provided by Lifestyle Services Group Limited and underwritten by Assurant General Insurance Limited

Demands and needs

Mobile Phone Insurance is designed for **smilemore** current account holders who wish to ensure that their mobile phone and/or those of their family member(s) are covered against loss, theft, accidental damage, water and liquid damage, electrical or mechanical breakdown and unauthorised calls. **smile**, part of The Co-operative Bank p.l.c. are not providing you with a personal recommendation based on your individual circumstances as to whether this policy is suitable for your needs and recommend that you read the policy document below.

Status disclosure

This policy has been arranged as part of your bank account and is administered by Lifestyle Services Group Limited (Financial Services Register No. 315245) with a single insurer, Assurant General Insurance Limited (Financial Services Register No. 202735).

Assurant General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lifestyle Services Group Limited is authorised and regulated by the Financial Conduct Authority. All firms' register details can be checked on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by phoning **0800 111 6768**.

4 Mobile Phone Insurance

smilemore current account

Mobile Phone Insurance provided by Lifestyle Services Group Limited and underwritten by Assurant General Insurance Limited

Policy Document

Your Mobile Phone Insurance Policy

In this document you will find everything you need to know. Please read this carefully to make sure this policy is right for you; if you have any questions visit smile.co.uk/benefits or call us on **0344 249 9981**.

This policy constitutes an agreement between you and the insurer, Assurant General Insurance Limited. The insurer has appointed Lifestyle Services Group to administer the policy. References to 'we/us/our' relates to Assurant General Insurance Limited and Lifestyle Services Group.

Registering your mobile phone

To help us administer your policy more effectively and to help simplify the claims process, you can provide us with your mobile phone details.

This can be done through smile.co.uk/benefits or by calling **0344 249 9981**.

You will need the following information when registering your handset:

- Make.
- Model.
- IMEI number. The IMEI number is the unique serial number for your mobile phone. You can find it by inputting *#06# into your mobile phone. It should also be noted on the documentation that came with your mobile phone when you purchased it. Your airtime provider may also be able to provide it to you.
- Telephone number.

Who is this cover designed for?

Summary	Description
<p>For many of us, our mobile phone is much more than a device for making calls. It means you can stay in contact wherever you are, it stores valuable memories and so much more.</p> <p>We would advise that you regularly back up the contents of your phone as we are unable to retrieve or provide cover for anything stored on your phone.</p>	<p>This policy is designed for when you have a mobile phone and you want to cover the cost of repairing or replacing your mobile phone against loss, theft, damage and breakdown, subject to an excess payment by you for every accepted claim. You should consider this excess (£75 for Apple handsets and £50 for non-Apple handsets) to judge whether this policy is suitable for you.</p> <p>You should consider any other insurance policies you have when deciding if this policy is suitable for you. Please be aware that if your phone is already covered under another policy you cannot make a claim on both policies for one incident.</p>
<p>It is important to note that mobile phone insurance is offered on the understanding that you will take care of your mobile phone.</p>	<p>Having insurance does not mean that you can take risks with your mobile phone, which you would not take if your mobile phone was not insured, as doing so may result in your claim being declined. Further details can be found in the section 'What you are NOT covered for'.</p>
<p>We do understand that every claim can be quite different and we will make every effort to take this into consideration when we review a claim.</p>	

6 Mobile Phone Insurance

The cover you receive

Risks you are covered for	Benefits you receive
<p>Your mobile phone and SIM card are covered up to a maximum value of £1,500 (including VAT) per claim against:</p> <ul style="list-style-type: none"> • Loss. • Theft. • Damage. • Breakdown (including faults) occurring anywhere in the world. 	<p>Insurance cover for up to four mobile phones and SIM cards for each smilemore current account (which must be owned by the account holder (you) or their family members. A family member is a relative living at the same address).</p> <p>If your mobile phone is damaged or breaks down we will either:</p> <ol style="list-style-type: none"> (1) repair the mobile phone (where possible) or (2) replace it with a mobile phone of the same make, model and memory size. If we cannot do this you will be given a choice of models with an equivalent specification. <p>If your mobile phone is lost or stolen we will replace it with a mobile phone of the same make, model and memory size. If we cannot do this you will be given a choice of models with an equivalent specification.</p> <p>If you are unable to provide your device in the case of an accidental damage claim this will be classed as a lost device.</p> <p>Replacements</p> <ol style="list-style-type: none"> (1) This is not 'new for old' insurance, and replacement devices will come from fully refurbished stock (not brand new). (2) We will attempt to replace your phone with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile phones. (3) Where we send you a replacement or repaired item, this will only be sent to a UK address. <p>If you are charged by your network for your replacement SIM card we will reimburse you.</p>
<p>If you make a successful claim for loss or theft and discover you have been charged for calls, texts or data as a result of someone else using your phone. These unauthorised network charges are covered up to a value of £2,000 (including VAT) if you have an airtime contract and £200 (including VAT) if you are on Pay As You Go.</p>	<p>In the event that you are billed by your network provider as a result of your mobile phone being used after it has been lost or stolen, we will pay those charges incurred during the period between:</p> <ul style="list-style-type: none"> • The moment the loss or theft occurred until 24 hours after you discovered it missing. <p>For example, if your phone was stolen at 8am on Tuesday and you discovered it missing at 11am on Wednesday, you would be covered for charges made between 8am Tuesday and 11am Thursday, up to the following cover limits:</p> <ul style="list-style-type: none"> • £2,000 (including VAT) for contract handsets. • £200 (including VAT) for Pay As You Go.
<p>If any accessories for your mobile phone are lost, stolen or damaged at the same time as your mobile phone, you are covered for these up to a value of £350 (including VAT). That's cases, headphones, Bluetooth headsets and other similar items.</p>	<p>If your accessories are lost, stolen or damaged at the same time as your mobile phone, we will replace them with accessories of a similar specification. If we are unable to provide a replacement of a similar specification, we will contact you to discuss an alternative settlement.</p>

What you are NOT covered for

Summary	Description
<p>Excess</p>	<p>You need to pay a contribution every time you make a successful claim of:</p> <ul style="list-style-type: none"> • Apple handsets - £75 • Non-Apple handsets - £50 <p>This is the excess. Your excess is payable for every accepted claim and must be paid before your claim will be settled.</p>
<p>Loss, theft, damage or breakdown as a result of not taking care of your mobile phone</p>	<p>We know how important your mobile phone is to you and we expect that you will take care of it. If you don't take care of your mobile phone then we may not pay your claim.</p> <p>Taking care of your mobile phone means:</p> <ul style="list-style-type: none"> • Not knowingly leaving your mobile phone somewhere it is likely to be lost, stolen or damaged. (Just think, would you leave your wallet or purse there?) • If you need to leave your mobile phone somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place. • Making reasonable enquiries to find your phone if you think you have lost it. <p>If you knowingly leave your mobile phone where others can see it but you cannot and your mobile phone is then lost or stolen, we may not pay your claim.</p> <p>We will always take into account where you are and what you are doing when we assess whether you have taken care of your phone. If we believe you have not taken care of your mobile phone, and have knowingly taken a risk with it, we may decline your claim.</p> <p>If you knowingly leave your mobile phone somewhere you can't see it but others can, we may decline your claim for not taking care of it, for example:</p> <ul style="list-style-type: none"> • in a café or pub you leave your mobile phone on the table when you go to the bar instead of taking it with you • leaving your mobile phone on display in your car • leaving your mobile phone in the care of someone you don't know well • if you are at the gym and you leave your mobile phone on a bench in the changing rooms rather than taking it with you or locking it in a locker • intentionally damaging your phone. <p>All of these examples increase the risk of it being lost, stolen or damaged and may result in your claim being declined. The examples are to help you understand what's covered, and are not the only reasons a claim could be rejected.</p>

8 Mobile Phone Insurance

What you are NOT covered for (Continued)

Summary	Description
Cosmetic damage	<p>We only cover damage if it stops the normal functioning of your mobile phone. If it is just a scratch or dent and your mobile phone still works as expected, then we will not repair or replace it.</p> <p>We know scratches and scrapes to your mobile phone aren't nice but we are here to fix your mobile phone when it isn't working, so if it still functions as you would expect then we can't help. For example, a scratched screen would not be covered but a cracked screen would be covered.</p>
Contents of your mobile phone	<p>We only cover the mobile phone, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy – so make sure you back it up regularly. This also means that if any of the data or information stored on your phone is used to access any existing accounts or opening new accounts through fraud, we do not cover any financial losses as a result of these acts.</p> <p>There are lots of ways to back up the contents of your mobile phone and we suggest you do this regularly. If you have a claim and you lose your mobile phone's contents as a result, you can download it on to your new mobile phone and be up and running again in no time.</p>
More than two accepted claims in any 12 months (per account holder)	<p>We insure your mobile phone for up to two accepted claims in any 12-month period. If you make two accepted claims in any 12-month period, your insurance will continue but you will not be able to make claims for any further incidents that happen before the anniversary of the first claim. This is applicable for each account holder separately.</p> <p>For example if you make a claim on 1 January and another on 1 May, you will not be able to make any further claims against this policy for incidents that happen prior to 1 January of the following year.</p>
Other losses	<p>Any cost or losses that can't be resolved by the repair or replacement of your mobile phone.</p> <p>We don't cover any loss of profit, opportunity, goodwill or other similar losses. We just cover the mobile phone, unauthorised network charges and accessories.</p>
Any device that is not a mobile phone	<p>This policy is only for mobile phones, SIM cards and accessories. This means we only cover devices that are designed to make mobile phone calls.</p> <p>This policy isn't for tablet computers.</p>
Modifications	<p>If your mobile phone has been modified in any way we will only replace the mobile phone, we do not cover the modifications that have been made.</p> <p>Modifications are anything that changes the way your mobile phone looks or operates from the original specifications. This includes things like adding gems, precious metals or making software changes such as unlocking your mobile phone from a network.</p>

What you are NOT covered for (Continued)

Summary	Description
<p>Counterfeit Mobile Phones</p>	<p>We do not cover any mobile phones that are manufactured in a way to resemble mobile phones made by another company in breach of any copyright laws, or mobile phones that are created by using parts from a number of different phones. Where we receive a claim for any mobile phones that fall into this category we will return the mobile phone to you unrepaid and the claim will be declined.</p>
<p>Mobile phones passed into the care of a business or individual for the purpose of providing a service</p>	<p>Where your mobile phone is passed to a business or individual for them to provide a service, they are solely responsible for the safety of your mobile phone and are not covered under the terms of this policy. You must therefore be satisfied that your mobile phone is suitably covered for any theft, loss or damage that may occur while in their care. For example:</p> <ul style="list-style-type: none"> • Delivery service such as a postal or courier service • Mobile phone customisation service • Mobile phone repair service.
<p>Losses incurred as a result of the sale of your mobile phone</p>	<p>We do not cover any loss of your mobile phone or any loss of money expected from any transaction, from the sale or trade your device. This is because the mobile phone will have been actively passed to an individual or business and, therefore, no loss or theft has taken place. We therefore recommend you take precautions if you sell your mobile phone, such as;</p> <ul style="list-style-type: none"> • waiting for payment (including waiting for cheques to clear) before releasing your mobile phone, • using a secure payment service, • not accepting cash payments from people you don't know (who could be using forged banknotes), and; • ensuring your mobile phone is sent using a reliable and suitably insured delivery service.

10 Mobile Phone Insurance

Actions you will need to take on loss, theft, breakdown or damage to your mobile phone

Summary	Description
Tell your airtime provider if your mobile phone is lost or stolen as soon as you can	<p>As detailed in 'The cover you receive' section, we only pay for unauthorised network charges from the point your mobile phone is lost or stolen and for up to 24 hours after you discover the loss or theft.</p> <p>If you don't tell your airtime provider within 24 hours you will be responsible for any further charges. If you make a claim for unauthorised network charges you will need to provide either the monthly mobile phone bill, showing the charges, and the bill for the month prior to the unauthorised network charges, or proof of your mobile phone's balance prior to the theft or loss.</p>
If your mobile phone is lost or stolen report it to the police	<p>Tell the police about any lost or stolen mobile phone as soon as you can as it may have been recovered, we will ask you to provide the police reference number before we will pay any claim for theft.</p> <p>If you have difficulty reporting your incident to the police please contact us and we can help to guide you.</p>
Report your claim to us as soon as you can	<p>Tell us about a claim as soon as you can. We expect you to tell us about any claim as soon as possible after discovery of the loss, theft, breakdown or damage.</p> <p>If you don't do this we will still consider your claim, however it makes it difficult for us to investigate your claim, recover your mobile phone if it is lost or stolen or stop any further damage to your mobile phone. You can log your claim online or by telephone, it is really simple.</p>
Report any loss or theft to the place you believe it has been lost or stolen from	<p>We expect you to report your mobile phone as lost or stolen to the place it was lost or you think it has been stolen from.</p> <p>Often mobile phones are found and handed in to the place they were found. We expect you to report the loss or theft of your mobile phone to the place where you think it was lost or is most likely to be handed back to. We may ask you to provide the details of where your handset was lost or stolen from and actions you have taken to try to recover it.</p>
Proof of ownership	<p>We need to know that the mobile phone, SIM card and accessories you are claiming for are yours. Therefore you will need to provide some form of proof of ownership.</p> <p>You will need to be able to tell us the make and model of your mobile phone. We may ask to see something that tells us that the items you are claiming for belong to you and confirms the make, model, memory size and IMEI number of your mobile phone.</p> <p>The IMEI number is the unique serial number for your mobile phone. You can find it by inputting *#06# into your mobile phone. It should also be noted on the documentation that came with your mobile phone when you purchased it. Your airtime provider may also be able to provide it to you.</p> <p>Proof of ownership could include a till receipt or documentation from your airtime provider. If you don't have any proof of ownership we may decline your claim.</p>

How to make a claim

Summary	Description
Step one:	Please make sure you have read the 'Actions you will need to take on loss, theft, breakdown or damage to your mobile phone' section as this tells you what we may need from you in order to settle your claim.
Step two:	You should tell us about your claim as soon as you can. You can do this by contacting us at smile.co.uk/benefits or by calling 0344 249 9981 .
Step three:	We will walk you through the simple claims process and tell you what information you will need to provide for us to assess your claim.
Step four:	You will need to pay your excess for every accepted claim. Your excess can be paid by Visa, MasterCard and debit cards (we do not accept American Express or Diners Club cards).
Step five:	We will either repair your mobile or send you a replacement. Following a successful claim for the loss or theft of your device we will blacklist the handset in order to prevent it from being used. It is still important for you to bar your SIM card with the network as soon as possible. If you are sending your damaged device to us for repair you must remove any locking mechanism (e.g. Find My iPhone) before we receive it. If this is not done it will delay your claim and your mobile device may be returned to you unrepared in order to remove any locking mechanism. We will not be able to complete a claim until we can confirm the security features have been removed.

What you need to know about the claims process

- Repairs may be made using readily available parts, or we may provide refurbished products, which may contain parts which are of similar or equivalent specification, and which may include unbranded parts. This policy is provided in addition to any manufacturer's warranty that applies to your mobile phone ('applicable manufacturer's warranty'). Nothing in this policy is intended to affect your rights under the applicable manufacturer's warranty or your statutory rights. If any repairs authorised by us under this policy invalidate the applicable manufacturer's warranty, we will repair or replace your mobile phone, as necessary, in accordance with the terms of the applicable manufacturer's warranty for the unexpired period of the applicable manufacturer's warranty.
- This is not 'new for old' insurance, and replacement devices will come from fully refurbished stock (not brand new). Before we send any devices

to settle a claim, we undertake a comprehensive checking process to ensure they are in full working order. All devices will come with a 1-year warranty. We will attempt to replace your device with one of the same colour but we can't guarantee to do this or replace any limited or special edition device.

- When sending in your mobile phone for repair please DO NOT send in your SIM or memory card, any other accessories or any other items that do not relate to the repair such as the manual or box as these will be destroyed at the repair centre. We are unable to recover and return these items.
- When your mobile phone is received at the repair centre all remaining data will be erased as part of the repair process.

12 Mobile Phone Insurance

- If we are unable to replace your phone with the same make and model, we will contact you to discuss an alternative claim settlement.
- Once we have settled your claim, the original phone will become our property. Where a lost or stolen phone is recovered you may keep the replacement phone we provided you with, but the recovered phone must be returned to us.
- The cost of sending your mobile phone to us for repair is not covered under this policy.
- Lifestyle Service Group handle all claims on behalf of the insurer.

What if your claim is rejected?

If you're not happy with the claims decision, we want to hear from you as soon as possible. Please follow the complaints process.

Tell us when your details change

If you change your mobile phone please tell us so we can keep our records up to date; this can be done quickly and easily online via smile.co.uk/benefits

Fraud

We do not tolerate any aspect of fraudulent activity. We work closely and share data with other insurers, law enforcement agencies, fraud prevention agencies and airtime providers to identify fraud and support prosecution where the appropriate evidence exists. Our fraud team works tirelessly to prevent and detect fraud. We, and other organisations, may access and use the information recorded by fraud prevention agencies, from both the UK and other countries.

It is important that when applying for insurance, or submitting a claim, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the payment of your claim.

If false or inaccurate information is provided and fraud is identified then we will:

- Not honour the claim and we will give you notice to cancel your policy from the time of the fraudulent act.
- If an excess has been paid this will not be returned, this is not a penalty, this is to cover administration costs.

- Report you to the relevant authorities and take legal action, if necessary, to recover any money already paid to you under the insurance policy.
- Pass the details onto your bank or our distribution partner providing this service as part of a wider offering.
- Put the details of the fraudulent claim onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available on request.
- Pass the details to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit-related accounts or facilities.
 - Managing credit and credit-related accounts or facilities.
 - Recovering debt.
 - Checking details on proposals and claims for all types of insurance.
 - Checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Please contact us at **0344 249 9981** if you want to receive details of the relevant fraud prevention agencies.

Price of your insurance

This policy is provided as a benefit of you being a **smilemore** current account holder. The cost is an inclusive part of your **smilemore** current account monthly subscription.

Duration of this Policy

Cover commences on the date you open a **smilemore** current account and will continue for each month you hold that account and continue to pay the monthly subscription.

Your policy will remain in place until it is either cancelled by you, or if you or The Co-operative Bank close your smilemore current account.

Cancelling your insurance

You have the right to cancel your insurance at any time. If you or **smile** close your account, or **smile** terminates the cover provided through the account benefits package, cover will stop immediately unless you are moving from one qualifying account to another. No refund is due upon cancellation.

Making an enquiry or complaint

We will always try to be fair and reasonable. If you believe we have not provided you with a satisfactory level of service, please tell us so that we can do our best to resolve the problem. The easiest way to contact us is to call us on **0344 249 9981**. We will do everything possible to ensure that your query is dealt with promptly. Alternatively, you can email:

LSG.Customerrelations@lifestylegroup.co.uk or write to:

Customer Services
Lifestyle Services Group Limited
P.O. Box 98
Blyth
NE24 9DL

Lifestyle Services Group handle all queries and complaints on behalf of the insurer.

If you are not happy with our decision you can, within six months of our final decision, refer your complaint for an independent assessment to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 / 0300 123 9123

Email: **complaint.info@financial-ombudsman.org.uk**

Web: www.financial-ombudsman.org.uk

Nothing in these terms, including referral to the Financial Ombudsman Service affects your statutory rights.

Choice of law

English law applies to this policy. It's written in English and all communication with you will be in English.

If we need to change the terms of the policy

In the event that the insurer needs to change the terms, we will give you 30 days' notice in writing to your last known address. This will only be for valid reasons:

- To respond proportionately to changes in the law.
- To respond to decisions of the Financial Ombudsman Service.
- To meet regulatory requirements, industry guidance or codes of practice.
- To proportionately reflect other increases or reductions associated with providing the cover.
- To change the level of cover to reflect any changes in the mobile market.

Financial Services Compensation Scheme (FSCS)

Assurant General Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. General insurance contracts are covered for 90% of the entire claim, without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS on **020 7741 4100** or **0800 678 1100** or by visiting their website at: **www.fscs.org.uk**

Status disclosure

This Policy has been arranged as part of your bank account and is administered by Lifestyle Services Group Limited (Financial Services Register no. 315245) with a single insurer, Assurant General Insurance Limited (Financial Services Register no. 202735), whose address is Emerald Buildings, Westmere Drive, Crewe CW1 6UN.

Assurant General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Lifestyle Services Group Limited is authorised and regulated by the Financial Conduct Authority. All firms' register details can be checked on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

14 Mobile Phone Insurance

Data Protection - How we handle your personal information.

Assurant General Insurance Limited (part of the Assurant, Inc. group companies), registered in England No. 2341082, with mailing address at P.O. Box 98, Blyth NE24 9DL, is committed to preserving the privacy of our customers. Please read the following privacy notice to understand how we, as a data controller, collect, use and protect the personal information that you ("Policyholder" or "you") provide to us for purposes of providing the insurance policy ("Policy") to you.

Personal information that we collect from you

We collect and use the following personal information from you as part of providing your Policy to you:

- Name and contact details (e.g., postal address, telephone number, mobile number, email address, etc.);
- Policyholder information (e.g., policy number, certificate number, billing and payment history, etc.);
- Claims information (e.g., claim number, date of loss and reason, call history, loss details, Police reference number and supporting documentation, covered device information (including make, model, serial number, IMEI), etc.);
- Records of any correspondence regarding any specific enquiry; and
- Feedback that you provide on our services (including through customer experience surveys).

You can choose whether or not you provide this information to us, but if you decide not to do so, we will be unable to provide services under this Policy to you.

This information is intended to be used by Assurant General Insurance Limited for the following purposes:

- Performance of our obligations under the Policy and provision of the benefits under this Policy and including claims management.
We use your information for these purposes where necessary for the performance of your contract of insurance with us.

- For statistical analysis, customer experience surveys (where permitted and in compliance with applicable laws), performing internal administrative functions, handling customer enquiries, managing customer relationships and evaluating the appropriateness of this Policy and its benefits. We use your information for these purposes where necessary for pursuit of our legitimate interests (monitoring and improving our offerings and our customer experience and administering our internal processes).
- Risk evaluation and management (including operational risk), debt recovery, fraud and payment default prevention and evidence management. We use your information for these purposes where necessary for pursuit of our legitimate interests (protecting our business from fraudulent activity and recovering sums due).
- Anti-money laundering, anti-terrorism efforts and sanctions screening. We use your information for these purposes where necessary for compliance with our legal obligations.

Personal information that we collect from other sources

We also collect and use personal information about you from third parties. We will receive your name, contact information (including postal address and telephone number), customer number and policy information (e.g., level of cover), and bank account information (such as sort code and account number) from your bank or financial institution (through whom you have procured this insurance product) to enable us to administer and perform your contract of insurance with us.

We also receive information about you (relating to your identity and previous claims made) from fraud prevention agencies, financial institutions and similar organisations to help us to make decisions on insurance policies and claims for you; trace debtors, recover debt, prevent fraud and to manage your insurance policy and any claims; check your identity to prevent money laundering; and undertake additional fraud searches, where necessary in pursuit of our legitimate interests in protecting our business from fraudulent activity and recovering sums due.

Who we share your personal information with

Your personal information will be disclosed to other Assurant group companies, our service providers (such as Lifestyle Services Group Limited, an Assurant group company located in the United Kingdom), other insurance companies (e.g., reinsurers), and to any other entity or service provider contractually obligated to us for the purpose of performing tasks that directly relate to the above-described purposes.

To fulfil your claim, we also share your name, contact details (including postal address, email address and mobile number), and IMEI of your covered device with the manufacturer. For example, if you have an iPhone, then we will share your device IMEI with Apple, and will also share your name and contact details as necessary.

In order to prevent or detect fraud or other criminal activity we share information about you with other organisations and public bodies including law enforcement agencies; within the Assurant group companies and with other insurers; with recognised centralised insurance industry claims review systems, where your details may be checked and updated; with fraud prevention agencies and databases - if you give us false or inaccurate information and we suspect fraud, we record this with fraud prevention agencies.

Your personal information will also be disclosed to public bodies and organisations in order to satisfy our legal and regulatory obligations, where required.

Where we send your personal information

With respect to the aforementioned purposes, your personal information may be transferred outside the European Economic Area to countries that do not have equivalent data protection laws (for example, if we share your data with Apple Distribution International – or ADI – that data will be processed and managed by Apple, Inc. which is located in the United States). To ensure an adequate level of security and protection, these transfers will be secured by standard contractual clauses adopted by the European Commission, in line with applicable law. The Policyholder may request information about these international transfers, and/or request access to a copy of our standard contractual clauses using the contact details provided below.

How long we keep your personal information

Your personal information will be retained as long as necessary for the performance of the contract of insurance and for as long as required or permitted by applicable law or regulation.

How and why we will contact you

We may contact you by post, mobile phone, text, or email to obtain your views on our services and to let you know about important changes to the services which we are providing or to ask you to complete a customer satisfaction survey. Any information that you provide to us in response to these communications will not be used or disclosed other than in accordance with this privacy notice, or without your permission, unless required by law. If you would prefer us not to contact you to obtain your views and feedback on the service or you change your mind in the future and would like us to stop contacting you for this purpose, you can request this at any time by calling us on 0344 249 9981 or in writing to: Lifestyle Services Group Limited, P.O. Box 98, Blyth NE24 9DL.

Your rights

Pursuant to the General Data Protection Regulation and/or applicable local law, you have a right of notice, access, data portability, rectification, restriction of processing, erasure of the information we hold about you, as well as an objection right which you may exercise at any time by sending your request in writing to: Lifestyle Services Group Limited, P.O. Box 98, Blyth NE24 9DL.

You may also submit your request in writing to Data Protection Officer, P.O. Box 98, Blyth NE24 9DL, or by sending an email to DataProtectionOfficer@assurant.com.

Please note that the exercise of such rights is not absolute and is subject to the limitations provided by applicable law.

You may address a complaint or question concerning the processing of your personal information at the above-mentioned contact details. You may also lodge a complaint with your local data protection authority, which in the UK is the Information Commissioner's Office, in the country where you live, work, or where you consider the problem has occurred.

16 Mobile Phone Insurance

smilemore current account

UK & European motor breakdown cover provided by RAC Assistance

Demands and Needs

Roadside

This product meets the demands and needs of customers who wish to ensure that following a Breakdown more than a quarter of a mile from their Home address, or place where the Vehicle is normally kept, assistance will be provided in order to attempt to repair the Vehicle at the scene of the Breakdown or, if this is not possible, tow the Vehicle to a location within 10 miles of the scene of the Breakdown.

Recovery

This product meets the demands and needs of customers who wish to ensure that in the event of a Breakdown, where the Vehicle cannot be fixed locally or at the scene of Breakdown, the Vehicle and up to eight people will be recovered to any destination within the UK.

At Home

This product meets the demands and needs of customers who wish to ensure that in the event of a Breakdown within a quarter of a mile of their Home address, or place where the Vehicle is normally kept, the Vehicle will be repaired or towed to a location within 10 miles of the scene of the Breakdown.

Onward Travel

This product meets the demands and needs of customers who wish to ensure that in the event the Vehicle cannot be repaired at the scene of the Breakdown or by a local garage, that alternative transport arrangements or accommodation will be provided.

European Motoring Assistance

This product meets the demands and needs of customers who wish to use their Vehicle throughout most of continental Europe, Turkey, the Mediterranean islands and the Republic of Ireland, and wish to ensure that in the event of a Breakdown whilst abroad, their Vehicle will be fixed at the roadside by a contractor or if this is not possible recovered to a local garage for repair, or if this is not possible, overnight accommodation or alternative form of transport will be provided.

Policy summary

This Policy Summary is an important document and contains a summary of the roadside assistance cover afforded to You under Your Policy, which You should read. It does not set out the full terms and conditions of the cover, which can be found in the Policy.

Policy Provider

- Roadside, Recovery and At Home levels of cover are underwritten by RAC Motoring Services. In the Channel Islands and Isle of Man, these covers are underwritten by RAC Insurance Limited.
- Onward Travel and European Breakdown Assistance are underwritten by RAC Insurance Limited.

Type of Insurance and Cover

This Policy is a personal-based policy which means that You are entitled to the level of cover shown below at the time of a Breakdown in a Vehicle.

- Roadside.
- Recovery.
- At Home.
- Onward Travel.
- European Motoring Assistance.

18 UK & European Motor Breakdown Cover

Significant features and benefits

This section outlines the main features and benefits of cover:

Roadside Assistance

Roadside assistance ¼ mile or more away from Your Home address including a tow for up to 10 miles and taxi fares for up to 20 miles if Your Vehicle cannot be fixed.

Recovery

As per Roadside plus recovery for up to eight people and Your Vehicle to any single destination within the UK.

At Home

As per Roadside plus Breakdown assistance at Your Home or within ¼ mile of Your Home address.

Onward Travel

Replacement car for up to three days whilst Your Vehicle is fixed, or, if this is not possible, overnight accommodation or an alternative form of transport will be provided.

European Motoring Assistance

In the event of a Breakdown of Your Vehicle on its way to a destination abroad, or whilst abroad, Your Vehicle will be fixed at the roadside by a contractor or recovered to a local garage for repair or, if this is not possible, overnight accommodation or an alternative form of transport will be provided.

Significant and unusual exclusions or limitations

This section outlines the main exclusions, limitations and conditions of cover. Please also read the general exclusions and the Vehicle specifications which apply to the Vehicle.

Exclusions and limitations applicable to UK cover

The following are not covered by this Policy, for full details please refer to the Policy Exclusions section of Your terms and conditions booklet:

- Recovery, At Home and Onward Travel services are not available until 24 hours after commencement of the Policy.
- Replacing tyres or windows.
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
- The cost of ferry crossings, road toll and congestion charges.
- Contaminated fuel problems. We will arrange for the Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
- Labour at any garage to which the Vehicle is taken.
- Your cover will end if Your residential address is no longer in the United Kingdom.
- There is a Fair Call Entitlement which limits You to five callouts per year

UK & European Motor Breakdown Cover 19

Exclusions and limitations applicable to European Motoring Assistance (Continued from page 18)

There is an overall limit of £2,500 per Claim applied to Claims relating to the European Motoring Assistance level of cover.

Service in the UK en route

Product	Limitation
Roadside Assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs or Home.
Journey Continuation	Replacement Vehicle to a maximum of £750.

Service while abroad

Benefit	Limitation
Roadside Assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs.
Spare parts dispatch	
Additional accommodation expenses	£30 per person per day.
Journey continuation or return Home	Maximum of 14 days car hire or second class rail fare.
Replacement driver	
Vehicle break-in, emergency repair	£175.
Accidental damage to or loss of tent	£30 per person per day.
Urgent message relay service	
Vehicle repatriation to United Kingdom	Limited to the value of the Vehicle being contained within UK Glass's guide or other appropriate industry standard used by RAC.
Customs claims indemnity	

20 UK & European Motor Breakdown Cover

Significant and unusual exclusions or limitations continued...

Service after return home

Benefit	Limitation
Collection of Vehicle left abroad for repair	£600.

How to claim

UK Breakdown cover

If you require our assistance whilst in the UK, please call us on **0344 249 9981**. Please refer to the section 'How to obtain assistance in the UK' on page 23.

European Motoring Assistance

If you require assistance when you are outside of the UK, please call the appropriate number listed below:

- France and Monaco: **00 33 472 43 52 44** from UK mobile (paycall) or **0800 290 112** from a landline phone within France and Monaco (freephone).
- Republic of Ireland: 1 800 535 005 (freephone).
- Rest of Europe: 00 33 472 43 52 44 (paycall).

Please refer to the section 'How to obtain assistance abroad' on page 26 for detailed information.

Duration of Policy/Changes We can make to Your RAC Breakdown Cover

Unless cancelled earlier by You or Us, the Policy will remain in force from the date Your **smilemore** current account commences until Your Policy is terminated by You or Us.

Your cover will end if:

- You or Your account provider close Your **smilemore** current account
- You fail to pay the monthly fee for Your **smilemore** current account, or
- Your residential address is no longer in the United Kingdom.

You are entitled to cancel this Policy up to 14 days following the date Your **smilemore** current account commences or the date You receive Your Policy documentation, whichever happens later. Please see the 'Your Right to Cancel' section of the Policy wording for further details. Please also refer to that section regarding how Your Policy can be cancelled by You or The Co-operative Bank after the 14 days.

We can, at any time and after taking a fair and reasonable view, make changes to Your RAC Breakdown Cover to reflect:

- changes in Our expectation of the future cost of providing cover, and/or
- changes in the law, regulation or taxation that affect Us or Your Policy.

Changes will be notified to You in writing at least 30 days in advance. Please see the 'Period of Cover/Changes We can make to Your RAC Breakdown Cover' section of the Policy wording for more information.

Your right to cancel

If You or Your account provider close Your **smilemore** current account Your cover will end.

Caring for our customers

We hope that You will be very happy with the service that We provide. However, if for any reason You are unhappy with it, We would like to hear from You. In the first instance, please write to:

Breakdown Customer Care
 RAC Motoring Services RAC House
 P.O. Box 200
 Walsall WS5 4QZ

If You are dissatisfied with the service You have received under Your European Motoring Assistance please write to Us at:

Breakdown Customer Care
RAC Motoring Services RAC House
P.O. Box 200, Walsall WS5 4QZ

If You are dissatisfied with any other aspect of the services provided to You, please contact:

Customer Response
The Co-operative Bank p.l.c.
2nd Floor, 1 Balloon Street
Manchester
M60 4EP
03457 212 212

If We are unable to settle Your complaint with Us, You may be able to refer Your complaint to the Financial Ombudsman Service by writing to:
Financial Ombudsman Service, Exchange Tower, London, E14 9SR,
United Kingdom.

Or you can phone **0800 023 4567** or **0300 123 9 123** from a mobile.

Website: **www.financial-ombudsman.org.uk**

If You purchased your account online You may also have the option to refer Your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr>

These procedures do not affect Your right to take legal action.

Financial Services Compensation Scheme

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If We cannot meet Our obligations You may be entitled to compensation from the scheme, depending on Your type of insurance and the circumstances of any claim.

Regulatory status:

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.

22 UK & European Motor Breakdown Cover

Policy Terms and Conditions

This Policy is a contract between Us and You. We agree to provide services/pay for those costs set out in this Policy which occur during the Period of Cover, provided payment of your monthly subscription under your **smilemore** current account has been made and subject to the following terms and conditions

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

Definitions

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

Accident

- means an accidental crash immobilising the insured Vehicle.

Breakdown

- means unforeseen mechanical or electrical failure during the Period of Cover in the UK or the Territory which has either immobilised Your Vehicle or made it unsafe to drive.

Collision Damage Waiver

- means if a hire car is damaged during the hire period You could be liable for the equivalent of the first £150-£550 (approximately) and have Your credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The Collision Damage Waiver covers the amount above the excess.

Claim

- means a call/Claim for assistance under this Policy.

Fulfilment Material

- means the confirmation of Policy coverage provided to You by Us or on Our behalf.

Home

- means Your permanent residence in the United Kingdom.

Period of Cover

- this Policy provides cover that begins on the Start Date and which continues for the period You remain a holder of the **smilemore** current account.

Policy

- means Your **smilemore** current account Breakdown cover as set out in this document.

Resident of the United Kingdom

- means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

Specialist Equipment

- is equipment not carried by RAC patrols or RAC contractors and includes, but is not limited to, winching and specialist lifting equipment.

Start Date

- The date Your cover under this Policy begins which is the date You become a **smilemore** current account holder.

Territory

- Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine.

The Party/Your Party

- means the persons (including You), travelling with You in the Vehicle.

UK & European Motor Breakdown Cover 23

United Kingdom/UK

- means England, Scotland, Wales, Northern Ireland and for the purpose of this document includes Jersey, Guernsey and the Isle of Man.

Vehicle

- means any Vehicle the account holder/holders are driving or passenger in.

Vehicle Licensing Agency

- the Driver and Vehicle Licensing Agency (DVLA), responsible for registration of Vehicles in the UK and the DVANI for Vehicles in Northern Ireland.

We/Our/Us/RAC

- means RAC Motoring Services and/or RAC Insurance Limited.

You/Your

- means the person named on the Fulfilment Material.

How to obtain assistance in the UK

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

- 1 Call **0344 249 9981**.
- 2 Have to hand Your bank account number and Vehicle registration.
- 3 Advise the operator of the location of Your Vehicle and the nature of the fault.

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

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

You must be with the Vehicle at the time of Breakdown and service will be provided in accordance with the Policy. You must also be in attendance when the patrol or contractor arrives, or We may not be able to provide assistance.

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

Services in the UK

Cover applies to Vehicles registered with the relevant Vehicle Licensing Agency only.

Roadside

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

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

If We cannot repair the Vehicle at the roadside or if We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to eight people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does Not cover:

- Breakdowns which would be prevented by routine servicing of Your Vehicle.
- Routine servicing of the Vehicle.
- Any labour other than that incurred at the roadside including, without limitation, garages.
- Replacing tyres or windows.

24 UK & European Motor Breakdown Cover

- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
- The cost of ferry crossings, road toll and congestion charges.
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- Vehicles, which in the reasonable opinion of Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy.
- Vehicles, which break down within 1/4 mile of Your Home address or where You normally keep the Vehicle.
- Contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
- The cost of parts, fuel or other supplies.
- Any Vehicle storage charges incurred when You are using Our services.
- Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your insurance policy, You can then reclaim these costs through Your insurance.)
- The tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit.
- Any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved.
- Any animals in Your Vehicle – please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

Recovery

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

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

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

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

Recovery does Not cover:

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

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

- Service within 24 hours of commencement of this Policy.

UK & European Motor Breakdown Cover 25

At Home

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

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

At Home does Not cover:

- The rectifying of failed or attempted repairs.
- The reimbursement of taxi fares.
- Service within 24 hours of commencement of this Policy.
- Recovery of the Vehicle.

Onward Travel

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

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally:

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

You can use the Onward Travel benefits from Your Home address or within 1/4 mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

Replacement car hire

We will pay for:

- Up to three days' hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc if Your Vehicle is being repaired.
- Insurance (including Collision Damage Waiver).

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

- Age limits. Drivers must be at least 21 years of age.
- The need to have a current driving license, and, if held, a driving license photo card, with You.
- Limits on acceptable types or numbers of motoring offence penalties and/or penalty points endorsed on Your driving licence.
- The need to provide a valid debit or credit card number. (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You.)

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

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

If You require a second or any other type of Vehicle We will try to arrange this for You, You will have to pay for any additional costs.

Alternative transport

We will reimburse You for standard class rail or other transport of Our choice for up to eight people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to eight people in a hotel of Our choice.

We will pay up to £150 a person or £500 for each Party whichever is less.

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

26 UK & European Motor Breakdown Cover

Special medical assistance

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

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

What is Not covered:

- Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the Vehicle and any costs due to You keeping the car after the agreed period of hire. (You must settle these charges directly with the supplier.)
- A second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party other than RAC or if We have advised You that it is a temporary repair.
- If You are unfortunate enough to have an incident with the hire Vehicle and You make an insurance claim, You will be responsible for paying any excess.
- Service within 24 hours of commencement of this Policy.
- Any of the Onward Travel benefits, as stated above, before Our attendance of the Breakdown incident.
- Any of the Onward Travel benefits, as stated above, if the Vehicle is not displaying a valid excise licence.

How to obtain assistance abroad

1 European Motoring Assistance

European Motoring Assistance applies to Vehicles registered with the relevant Vehicle Licensing Agency and operates throughout the Territory.

To obtain help in the event of a Breakdown, Accident, fire or theft, or if the only qualified driver is medically unfit to drive, please call the RAC control centre listed under note **2** below and state that the Vehicle has **European Motoring Assistance** and give the following information:

- Your name.
- Your Vehicle manufacturer name.
- Your location and telephone number – if You are on a **Motorway** see also note **3** over leaf.
- The make and registration number of the Vehicle.

2 Please call

UK incl. Northern Ireland	0344 249 9981	(freephone)
France and Monaco	00 33 472 43 52 44	from UK mobile (paycall), or, from a landline phone within France and Monaco (freephone)
	0800 290 112	
Republic of Ireland	1 800 535 005	(freephone)
Rest of Europe	00 33 472 43 52 44	(pay call)

The 'Rest of Europe' number applies from most countries but there are some exceptions where the 00 at the beginning of the number is replaced as follows:

99 in Serbia and Montenegro

810 in Azerbaijan, Belarus, Georgia, Russia, Ukraine

If You are calling from a UK mobile phone, Your network provider may not allow You to call a freephone 1800 number. Please check with Your service provider prior to travelling. Customers who are affected can contact Us on **00 44 800 1079058**. Your network provider may charge You for this call.

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

3 Breakdowns on Motorways

On continental motorways (including service areas) You MUST use the roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a Breakdown recovery vehicle.

However, this will only be to the recovery company's own depot if they cannot fix the Vehicle – contact RAC using the numbers under note 2 above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. You should obtain a receipt to Claim a refund on Your return Home.

Mobile and car phones

RAC will not reimburse the cost of any telephone calls You make in connection with any Breakdown under this Policy (including mobile phone calls).

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

Services whilst abroad

Service in the UK

Service in the UK is provided under the terms of Your current UK product. This product does not cover service in the UK except as expressly contained in this document.

Service in the UK en route to the Territory

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were abroad.

In addition We will pay towards the cost of self-drive hire car including Collision Damage Waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

Service whilst abroad

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

Roadside assistance

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

We will pay for:

- 1 attendance of local Breakdown or garage services to repair the Vehicle at the roadside if possible, or
- 2 tow of the Vehicle from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
 - a) a contribution towards labour charges at a garage (restricted up to the total Claims limit) if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown, or
 - b) inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this, and

28 UK & European Motor Breakdown Cover

- 3 storage charges for the Vehicle while awaiting repair or repatriation, and
- 4 the cost of wheel changes but not for replacement tyres.

We will not pay for:

- any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph numbered 2 above
- repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is, in Our reasonable opinion, uneconomical to repair
- the cost of parts used for roadside or garage repairs
- the cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown, or
- the cost of any other supplies, including but not limited to Specialist Equipment.

If the appropriate RAC control centre can confirm repairs to the Vehicle will take more than 12 hours of being notified of a Breakdown, or if it is to be repatriated to the United Kingdom, then We will pay for either:

a) Additional accommodation expenses

We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle.

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

or

b) Journey continuation or return Home

A contribution (restricted up to the total Claims limit) to travel expenses to allow You to either:

- Continue the planned journey during the period Your Vehicle is

not roadworthy.

- Return Home by a direct route.

Expenses can comprise of self-drive car hire up to 14 days per Claim, including Collision Damage Waiver and replacement Green Card as necessary, or standard/second class rail, or a combination of both.

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

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

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if Your Vehicle is recovered in a roadworthy condition.

We will not pay for:

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

UK & European Motor Breakdown Cover 29

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

Cover is available for either:

a) Vehicle repatriation

We will pay for the cost of taking the Vehicle by road transporter from abroad to Your Home or chosen UK repairer for repair in the UK.

We will also pay the costs of packing and freighting Your baggage if the Vehicle is declared a 'write-off' by the Vehicle's insurers.

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

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

We will not pay for:

- Claims for any repatriation not authorised by the appropriate RAC control centre.
- The cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to Glass's guide or other appropriate industry standard used by RAC.
- The cost of repatriation if Your Vehicle is roadworthy.
- Any Claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law.
- Any further costs in connection with the Vehicle once declared a write-off by Us.

Or

b) Collection of Vehicle from Abroad

We will pay the following costs up to £600 for one person to collect Your Vehicle, repaired abroad after a Breakdown:

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

We will not pay for:

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

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

Authority for repatriation or repair

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

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

30 UK & European Motor Breakdown Cover

Additional services

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

Vehicle break-in, emergency repairs.

We will pay:

The cost of immediate emergency repairs necessary to make Your Vehicle secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry, up to £175, provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.

We will not pay for:

- The cost of repairs if they are not to make Your Vehicle secure and for the reasons stated.
- Any repair costs if You do not obtain a police report and submit it with Your Claim.
- Repatriation benefits as described under the section entitled 'Vehicle repatriation'.

Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally We will pay for:

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

We will not pay for:

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

Accidental damage to or loss of tent

We will pay:

A contribution to accommodation expenses of up to £30 per person per day if during the Period of Cover You are camping and Your tent is damaged accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

- The cost of meals or any other costs that are not specified above.
- Damage caused by weather conditions.
- The cost of a replacement tent not authorised by Us.
- Any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

The cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or it is stolen.

We will not pay for:

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

Replacement driver

We will pay for:

The cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

We will not pay:

- Replacement driver cost if there is another qualified driver in The Party who is fit to drive.
- More than one Claim per journey abroad.

Customs claims indemnity

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

- a) the Vehicle is beyond economic repair as a result of fire or theft abroad during the journey and it has to be disposed of abroad under Customs supervision, or
- b) it is stolen abroad during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, **0330 159 0342**
(Calls may be recorded and/or monitored) Monday-Friday 9am-5pm.

We will not pay any import duties not relating to the Vehicle.

Policy requirements and limitations

A. Service in the UK and Abroad

Debit or Credit card details

We will require Your debit or credit card details if We arrange a service for You which is not covered by the terms and conditions or if it exceeds the limits set out in the part entitled 'Terms and Conditions'. If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Motorcycles

We cover motorcycles on the same basis as other eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

Caravans and trailers

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

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired. It is also virtually impossible to hire Vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing Vehicle which cannot be repaired abroad by the return date.

32 UK & European Motor Breakdown Cover

Unforeseeable losses or events

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

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

Taxi Bookings

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

Vehicle condition

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

Fraud

If any Claim is found to be fraudulent in any way, Your Policy will be cancelled immediately.

B. Service in the UK only

Battery-related faults

For battery-related faults Your Policy entitlements are as follows:

- RAC's initial attendance for a battery-related fault is included in Your Policy's entitlement.
- The fitting of any parts or batteries purchased by You prior to Our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.

- RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
- If a condemned (non-serviceable) battery is not replaced, We may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.

C. Service abroad only

Motor insurance

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

Service providers

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

Availability of service in Eastern Europe

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

UK & European Motor Breakdown Cover 33

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions, for which RAC cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar Vehicle We may arrange two hire cars. We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

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

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

Please note that many car hire companies across Europe charge a damage excess which is not covered by the Collision Damage Waiver (CDW).

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

We cannot guarantee a hire car will be available

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

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

Special requirements for Vehicles with over nine seats

The supply of minibuses as a replacement Vehicle can often prove difficult.

When one is available the following regulations apply:

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

Repayment of credit

You must pay back to Us on demand:

- any costs We have paid for which You are not covered under Your Policy, and
- the cost of any spare parts supplied.

Spares dispatch

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

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

34 UK & European Motor Breakdown Cover

Policy exclusions (service in the UK and abroad)

In addition to any limits and exclusions noted elsewhere in this Policy, We will not cover:

1. Costs for anything which was not caused by the incident You are Claiming for.
2. Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.
3. Vehicles which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, Vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and comply with the normal rules of the road will be covered.
4. Any Claim if the Vehicle suffers a Breakdown at a motor trader's premises, garage or premises offering Vehicle repair.
5. The cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled 'Terms and Conditions'. Please note these costs in the Territory are likely to be higher than in the UK.
6. Loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc.).
7. Any incident affecting a Vehicle hired under the terms of this Policy.
8. Routine servicing of Your Vehicle.
9. The cost of a glass or tyre specialist. We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
10. The cost of a locksmith if You lose, break, or lock Your keys in Your Vehicle. If We are unable to open Your Vehicle, We will arrange for a locksmith to attend where available, but You will be responsible for the costs. If a locksmith is not available, We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
11. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - b) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

 - i) the use or threat of force and/or violence and/or
 - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and /or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
 - c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
12. Any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.

UK & European Motor Breakdown Cover 35

13. Any Claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel.
14. Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
15. Any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence valid for use in the United Kingdom.
16. Any Claim which You have made successfully under any other policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to these Policy limits and exclusions.
17. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake.
18. Any period outside Your Period of Cover.
19. Any Vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
 - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).

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

If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

20. Any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the relevant Vehicle Licensing Agency.
21. Any Vehicle carrying more persons than recommended by the manufacturer, up to eight person's maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification.
22. Your Vehicle if it is unattended.
23. Any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.
24. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
25. Any costs which are not directly covered by the terms and conditions of this Policy.
26. Vehicles which were broken down/had suffered a Breakdown or unroadworthy at the start of this Policy.
27. It is a legal requirement that Vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed We will attempt to fix Your Vehicle at the roadside but will not provide any other service or benefit.

36 UK & European Motor Breakdown Cover

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

28. The costs of any parts provided by RAC to fix Your Vehicle at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.

European claims procedure and conditions

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

RAC **European Motoring Assistance** Claims are handled by: Breakdown Customer Care, RAC Motoring Services, RAC House, P.O. Box 200, Walsall WS5 4QZ.

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on **0330 159 0342** (calls may be recorded and/or monitored).

Email: breakdowncustomercare@rac.co.uk

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

Receipts

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

Payment of claims depends on You complying with the following conditions:

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

You must, within seven days of any request from RAC, send to RAC copies of any European accident statements (called a 'Constat d'amiable' in France) and/or any police reports should You make a Claim following a road traffic incident.

UK & European Motor Breakdown Cover 37

General

Period of Cover/Changes We can make to Your RAC Breakdown Cover

Unless cancelled earlier by You or Us, the Policy will remain in force from the date Your **smilemore** current account commences and will continue until terminated by You or Us.

Your cover will end if:

- You or Your account provider close Your **smilemore** current account
- You fail to pay the monthly fee for Your **smilemore** current account, or
- Your residential address is no longer in the United Kingdom.

You are entitled to cancel this Policy up to 14 days following the date Your **smilemore** current account commences or the date You receive Your Policy documentation, whichever happens later. Please see the 'Your Right to Cancel' section overleaf for further details. Please refer to the same section regarding how Your Policy can be cancelled by You or The Co-operative Bank after the 14 days.

We can, at any time and after taking a fair and reasonable view, make changes to Your RAC Breakdown Cover to reflect changes in Our expectation of the future likely cost of providing cover.

When doing so We will only consider one or more of the following:

- Our experience and expectation of the cost of providing this product and/or Our other products of a similar nature.
- Information reasonably available to Us on the actual and expected Claims experience of insurers of similar products.
- Widely available economic information such as inflation rates and interest rates.
- Our experience and expectation of the costs of administering Your Policy.

Additionally, We can, at any time and after taking a fair and reasonable view, make changes:

- To reflect changes (affecting Us or Your Policy) in the law or regulation or the interpretation of law or regulation, or changes in taxation.
- To reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which We intend to comply.
- In order to make Your Policy clearer and fairer to You or to rectify any mistakes that may be discovered in due course.

Changes (together with the reasons for such changes) will be notified to You in writing at least 30 days in advance.

Fair call scheme

Service limit for Your RAC Breakdown Cover:

UK Cover

The Fair Call Entitlement is five callouts in each calendar year.

If You exceed Your entitlement We may provide further assistance, by providing the Roadside or At Home service only and in this case a separate charge per callout will apply. The charge will be set by Us and payable prior to Us providing service.

European Cover

The Fair Call Entitlement is two callouts per 12-month period.

If You exceed Your entitlement We will not be able to provide assistance.

38 UK & European Motor Breakdown Cover

Choice of Law

The law of England and Wales will apply to this contract unless:

- You and Us agree otherwise, or
- at the date of the contract You are a resident of Scotland, Northern Ireland, Channel Islands or (in the absence of the agreement to the contrary) the law of that country will apply.

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

Use of Language

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

Additional Covers – Refund of Premiums

If You have purchased additional cover options with this Policy no refund is available on those additional covers if they are subsequently removed after the statutory cancellation period.

Your right to cancel

You are entitled to cancel this Policy up to 14 days following the date Your **smilemore** current account commences or the date You receive Your Policy documentation, whichever happens later. Please see the 'Your Right to Cancel' section of the Policy wording for further details. Please also refer to that section regarding how Your Policy can be cancelled by You or The Co-operative Bank after the 14 days.

If You or Your account provider close Your **smilemore** current account Your cover will end.

Your Data

This section provides a short summary of how we collect and use your data and who we share it with.

Please refer to our website at rac.co.uk/privacy-policy for full details of how we use your data. Alternatively, you can obtain a copy of our Privacy Policy by using the contact details below.

What is your data?

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

1. Personal data is information we hold on our records which identifies you. This includes your name, address, email address and telephone number;
2. We will also hold data about you that is not personal, for example, information about your vehicle; and
3. A small number of our products and services require us to collect and store 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

We receive your name and address from The Co-Operative Bank to provide breakdown services and to validate your cover, but may also collect it in other ways such as when you contact us through social media or make a claim under your policy. We will always need to collect, store and use information about you to be able to provide you with your 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 policy.

How we will use your data

We will use your data for the administration of your policy, for example, helping you if you make a claim. We may disclose your personal data to our service providers who provide help under your policy. We carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossessions). We also monitor and record any communications with you including telephone conversations and emails for quality and compliance reasons.

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/privacy-policy or contact the Data Protection Officer:

1. Call our Customer Service Team: 0330 159 0360; or
2. Email us: breakdowncustomercare@rac.co.uk; or
3. Write to us:
Freepost RTLA-HZHB-CESE RAC
Financial Services Limited Customer Services Team
P.O. Box 586
Bristol
BS34 9GB

40 UK & European Motor Breakdown Cover

Caring for our customers

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You and You have already called Customer Services, who have been unable to resolve the matter to Your complete satisfaction, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within five working days, along with a leaflet outlining Our complaints procedures.

If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, P.O. Box 200, Walsall WS5 4QZ.

Email: breakdowncustomercare@rac.co.uk

If You are dissatisfied with any aspect of service received under Your European Motoring Assistance please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, P.O. Box 200, Walsall WS5 4QZ.

Freephone from the UK on **0800 107 5861** or from Europe on **00 44 (0) 161 332 1040** (Calls may be recorded and/or monitored).

Fax: **01922 746 528**

Email: breakdowncustomercare@rac.co.uk

If You are dissatisfied with any other aspect of the services provided to You please contact:

Customer Response
The Co-operative Bank p.l.c.
2nd Floor, 1 Balloon Street
Manchester M60 4EP
Telephone: **03457 212 212**

An acknowledgement that Your complaint has been received will be sent to You within five working days following which Your complaint will be investigated on behalf of the Chief Executive.

In the unlikely event that We cannot resolve Your complaint to Your satisfaction, depending on the product and the nature of Your complaint You may refer Your concerns to the Financial Ombudsman Service.

If You wish to refer Your complaint to the Financial Ombudsman Service, this must be done within six months of Our final response letter.

Here are their contact details:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: **0300 123 9 123** or **0800 023 4567**.

Email: complaint.info@financial-ombudsman.org.uk

Please quote Your full name, contact telephone number or Policy number and where applicable Your Vehicle registration in any communication.

Financial Services Compensation Scheme

RAC Motoring Services (in respect of insurance mediation activities only. and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If We cannot meet Our obligations You may be entitled to compensation from the scheme, depending on Your type of insurance and the circumstances of any Claim.

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

Notes

Notes

smile the internet bank from
The **co-operative** bank

Please call 03457 212 212* (8am - 8pm, 7 days a week) if you would like to receive this information in an alternative format such as large print, audio or Braille.

The Co-operative Bank p.l.c. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No.121885). The Co-operative Bank, Platform, smile and Britannia are trading names of The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No.990937. Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status and our lending policy. The Bank reserves the right to decline any application for an account or credit facility. The Co-operative Bank p.l.c. subscribes to the Standards of Lending Practice which are monitored by the Lending Standards Board.

*Calls to 0800 and 0808 numbers are free from landlines and mobiles. Calls to 03 numbers cost the same as calls to numbers starting with 01 and 02. Calls may be monitored or recorded for security and training purposes.

Information correct as at 07/2021.