

The **co-operative** bank  
good with money

## **Privilege and Privilege Premier current accounts**

Mobile Phone Insurance and  
UK & European Motor Breakdown Cover  
Policy Summaries and Policy Documents



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### Mobile Phone Insurance and UK & European Motor Breakdown Cover

## Contents

### Mobile Phone Insurance

One of the great benefits of your Privilege or Privilege Premier 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.

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### UK & European Motor Breakdown Cover

If you have taken out a Privilege Premier 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.

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# The Co-operative Bank Privilege and Privilege Premier current account

Mobile Phone Insurance provided by Lifestyles Services Group Limited and underwritten by London General Insurance Company Limited

## Demands and Needs

**Mobile Phone** Insurance meets the demands and needs of The Co-operative Bank Privilege and Privilege Premier current account holders who wish to ensure that their **mobile phone** and/or those of their **family member(s)** is covered against loss, theft, accidental damage, water and liquid damage, **electrical or mechanical breakdown** and **unauthorised calls**. 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 Summary below.

## Status Disclosure

This cover has been arranged for The Co-operative Bank p.l.c. (FRN 121885) by Lifestyle Services Group Limited (**we/us/our**) (FRN 315245) with a single provider, London General Insurance Company Limited (the **insurer**) (FRN 202689). All companies are authorised and regulated by the Financial Services Authority (FSA), which can be checked on their website at [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by phoning **0845 606 1234**. If **you** need to register a complaint, please follow the procedure detailed on page 13. If Lifestyle Services Group Limited cannot settle **your** complaint, **you** may be entitled to refer it to the Financial Ombudsman Service. The parties to this contract are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation if they cannot meet their liabilities.

## keyfacts<sup>®</sup>

## Policy summary

As a benefit of being a Co-operative Bank Privilege or Privilege Premier current account holder (**you/your**), **you** have **Mobile Phone** Insurance with Lifestyle Services Group Limited (**we/us/our**). This Policy Summary does not contain the full terms and conditions of the contract. Full terms, conditions and exceptions are detailed within the applicable Privilege Policy Document or Privilege Premier Policy Document which can be viewed at [co-operativebank.co.uk/benefits](http://co-operativebank.co.uk/benefits) and will be included in your Welcome guide.

## What is covered – main benefits

- Up to four **mobile phone(s)** and **SIM card(s)** for each Co-operative Bank Privilege or Privilege Premier current account (which must be owned by the account holder (**you**) or their **family members**), and up to a maximum original retail cost or value of £1,000, including VAT, per **phone**. The **mobile phone** is identified by the **IMEI number** and mobile phone number.

Where the word “**mobile phone/phone**” appears in this Policy Summary, this shall mean the handset and **SIM Card** specifically identified by the **IMEI number** and mobile phone number. The **SIM card** will not be covered unless it has been inserted into the **SIM card** slot of the **phone**. **Phones** are covered up to the lower of the current value or an original retail value of £1,000, including VAT, per **phone**. The handset must be a hand-held electronic device for which its main use is for making and receiving of telephone calls, SMS text messages and data. The cover of handsets will be at our discretion, and if **you** are unsure as to whether the handset can be covered please contact us.

## 4 Mobile Phone Insurance

- 2 The cost of replacing the **phone** as a direct result of loss or theft.
- 3 The cost of repairing the **phone** (or replacing it if the **phone** cannot be repaired) as a direct result of accidental damage, water or liquid damage, or malicious damage.
- 4 The cost of repairing the **phone** (or replacing it if the **phone** cannot be repaired) where damage is a result of **electrical or mechanical breakdown**.
- 5 The **phone** wherever **you** or **your family members** are in the world. Repair or replacement will be arranged upon return to the UK.
- 6 The cost of **unauthorised calls** made, up to a maximum of £2,000, including VAT, per claim for monthly contract **phones** and £200, including VAT, per claim for pay-as-you-go **phones**. Claims for **unauthorised calls** on pay-as-you-go **phones** will apply to top-ups purchased in the 24 hours preceding the **incident** only.
- 7 The replacement of the **accessories** up to a combined retail price of £350, including VAT, per claim if:
  - they are lost, stolen or damaged at the same time as the **phone**, or
  - **we** have replaced the **phone** with an alternative model as a result of a successful claim and the **accessories** are no longer compatible with the replacement **phone**.

Where the word “**accessories**” appears in this Policy Summary, this shall mean **accessories** used in conjunction with the **mobile phone**, up to a combined retail price of £350, including VAT, per claim (**proof of purchase** must be provided with your claim).

- 8 Up to a maximum of two successful claims during any 12-month period per account holder, under this Policy or any other Co-operative Mobile Phone Insurance additional benefit Policy provided by the **insurer**.

Full details can be found in section D of the Policy Document.

### What is not covered – main exclusions

**Your** Policy excludes some conditions and situations. Please refer to sections I, J and K in applicable Privilege Policy Document or Privilege Premier Policy Document for full details.

**Your** Policy excludes, amongst other things:

- the Policy **excess** payable by **you** for each successful claim. The **excess** varies depending on the **mobile phone** you claim for. If **you** have an Apple iPhone the **excess** is £50 and for all other handsets it is £25
- **SIM cards** and/or **accessories** where there has not been a valid claim for the **phone**
- theft of the **phone** and **accessories** from an unattended motor vehicle, unless secured in a glove box or locked boot
- theft of the **phone** and **accessories** where they have been left in an unattended building or premises, unless evidenced damage was caused in gaining entry to, or exit from, the premises
- theft or loss of the **phone** and **accessories** where they have been left negligently or deliberately in a public place or place to which other people have access
- theft of, loss of, or damage to the **phone** and **accessories** where they have been passed to someone else who **you** have not – acting reasonably – entrusted the **phone** to, other than a **family member**
- the cost of cosmetic repairs
- all **phones** which have an original retail value of greater than £1,000, including VAT.

### Price

This policy is provided as a benefit of **you** being a Co-operative Bank Privilege or Privilege Premier current account holder. The cost is an inclusive part of **your** Privilege or Privilege Premier current account monthly subscription.

### Registration process

To help us administer your policy more effectively, you can provide us with **your mobile phone** details. For example, it can help simplify the claims process if **you** have already registered your phone details. To register **you** can go to **co-operativebank.co.uk/benefits** or call **0844 249 9981** and follow the procedure. **You** will need to provide the following information:

- **your** name and address
- the **mobile phone** number(s)
- the make, model, and **IMEI number** of the **mobile phone(s)**
- whether the **mobile phone** is on a monthly contract or pay-as-you-go
- your Co-operative Bank Privilege or Privilege Premier current account number and sort code
- **your** date of birth.

If the **phone** and/or **SIM card** details change you can register the new details with us.

If:

- **you** have changed the **phone** and/or **SIM card**, or
- **you** wish to register a different **phone** to the one already registered, or
- the **mobile phone** number changes.

The **phone** covered by this Policy must be your property and responsibility or the property and responsibility of **your family member**.

**Please note:**

**Your** insurance will end if **your** Co-operative Bank Privilege or Privilege Premier current account is cancelled, closed, switched, upgraded or downgraded to any account provided by The Co-operative Bank p.l.c.

However please note, cover under this Policy is limited to up to a maximum of two successful claims during any 12-month period per account holder, under this Policy or any other Co-operative Mobile Phone Insurance Policy provided by the **insurer**.

Failure to notify us of a change of your personal details, could invalidate your cover under this Policy or any other Co-operative Mobile Phone Insurance Policy provided by the **insurer**.

Once registered **you** will be sent a **certificate**. Please note that **mobile phones** are only automatically covered if they meet the requirements of cover. Please see section B of the Policy Document for full details.

## Claims

When making a claim, please follow these simple steps:

To register a claim for an **incident** you must inform us within 7 days of you discovering the **incident** by:

- I. visiting the website at **co-operativebank.co.uk/benefits** to register **your** claim online, or
- II. telephoning **0844 249 9981**

Monday-Friday	8.00am-8.00pm
Saturday-Sunday	9.00am-6.00pm
- III. if you or your **family member(s)** are outside of the UK and unable to contact us at the time of discovering the **incident**, you will need to call us within:
  - 7 days of return to the UK, and
  - 30 days of your discovery of the **incident**

**(you** must call the **mobile phone** airtime provider within 24 hours of discovering any loss or theft to bar the **SIM Card** whilst outside of the UK).

Please have the **mobile phone** number to hand.

If **you** haven't registered your **mobile phone** with us, **you** will need to provide the following details when calling:

- **your** name and address
- the **mobile phone** number(s)
- the make, model, and **IMEI number** of the **mobile phone(s)**
- whether the **mobile phone** is on a monthly contract or pay-as-you-go
- **your** Co-operative Bank Privilege or Privilege Premier current account number and sort code
- **your** date of birth.

## 6 Mobile Phone Insurance

If the **phone** is lost, stolen or maliciously damaged **you** must also:

- I. Call the airtime provider within 24 hours of discovering the loss or theft to bar the **SIM Card** – doing this will prevent any further **unauthorised calls** being made.
- II. Inform the Police (or the relevant local authorities if outside the UK) within 24 hours of discovering the loss, theft or malicious damage and obtain an **incident** reference number.

**We** may settle **your** claim, at our discretion, by repair, replacement, or cash settlement. **We** will advise **you** of the method of settlement at the time **your** claim is authorised. The settlement **we** offer for the **phone** will be based on the current market value of the registered **phone** or one of similar specification and functionality (where the **phone** is no longer available on the general market). **Proof of purchase** of the **mobile phone** and/or **accessories** will be required.

Replacement **phones** and **accessories** will come from available stock. If the same model is not available, the replacement will be of a similar specification and quality, which will be determined by **us**.

Please see sections E, F and G of the applicable Privilege Policy Document or Privilege Premier Policy Document for full details.

### Cancellation Rights

**You** have the right to cancel this policy at any time, which will have immediate effect. As the cover is provided as a benefit of **you** being a Co-operative Bank Privilege or Privilege Premier current account holder, if the connected Co-operative Bank Privilege or Privilege Premier current account is cancelled, closed, switched, upgraded or downgraded to any account provided by The Co-operative Bank p.l.c., this policy ends. If the policy does not meet **your** requirements, please telephone the Benefits Customer Services team immediately on **0844 249 9981** or write to:

Benefits Customer Services  
Lifestyle Services Group Limited  
PO Box 98  
BLYTH NE24 9DL

Full details can be found in section L of the applicable Privilege Policy Document or Privilege Premier Policy Document.

### Enquiries/Complaints

Should **you** have an enquiry or complaint, **you** can contact our Benefits Customer Services team on **0844 249 9981**. Any complaints may be raised without prejudice to **your** right to take legal proceedings. If after making a complaint **you** are still unhappy and **you** feel the matter has not been resolved to **your** satisfaction, **you** may contact the Financial Ombudsman Service.

Full details can be found in section N of the applicable Privilege Policy Document or Privilege Premier Policy Document.

Under European Law, the parties to this contract may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise, in writing, prior to registration. The contract is written in English and all communication by us with you will be in English.

### Compensation

The parties to this contract are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their liabilities. The scheme covers 90% of the entire claim, without any upper limit. **You** can get more information about the compensation scheme arrangements by contacting the FSCS on **0207 892 7300** or by visiting their website at **fscs.org.uk**

Please see section N of the applicable Privilege Policy Document or Privilege Premier Policy Document for further details.

# The Co-operative Bank Privilege and Privilege Premier current account

Mobile Phone Insurance provided by Lifestyles Services Group Limited and underwritten by London General Insurance Company Limited

## Policy document

These are the terms and conditions of **your** Mobile Phone Insurance. Lifestyle Services Group Limited (**we/us/our**) provides the **services** under this agreement and have arranged the insurance cover with London General Insurance Company Limited (the **insurer**). The Policy is governed by these terms and conditions, which the **insurer** may change in certain circumstances, upon giving 30 days' notice in writing to **you** at **your** last known address. Acceptance of cover is at **our** discretion.

**Your** Policy is based on the information **you** gave to **us** verbally or otherwise about **you** and **your** personal details when **you** applied for the insurance. The terms detail what is covered and what is not covered, how claims are settled and other important Policy information. Lifestyle Services Group Limited deals with the administration of this insurance and the handling of claims.

Words or expressions that have a particular meaning are shown in **bold type** and shall have the same meaning wherever they may appear. **You** can request another copy of these terms. They are also available in large print, audio and Braille versions. If **you** would like a copy in any of these formats, please call **us** on **0844 249 9981**.

Under European law, the parties to this contract may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise in writing prior to Policy inception. The contract is written in English and all communication by **us** with **you** will be in English.

## A. Registration Process

To help **us** administer **your** policy more effectively, **you** can provide **us** with **your mobile phone** details. For example, it can help simplify the claims process if **you have** already registered **your phone** details.

To register **you** can call **0844 249 9981** or go to **co-operativebank.co.uk/benefits** and follow the procedure. **You** will need to provide the following information:

- **your** name and address
- the mobile phone number(s)
- the make, model, and **IMEI number** of the **mobile phone(s)**
- whether the **mobile phone** is on a monthly contract or pay-as-you-go
- **your** Co-operative Bank Privilege or Privilege Premier current account number and sort code
- **your** date of birth.

If the **phone** and/or **SIM card** details change **you** can register the new details with **us**.

If:

- **you** have changed the **phone** and/or **SIM card** or
- **you** wish to register a different phone to the one already registered or
- the mobile phone number changes

The **phone** covered by this Policy must be **your** property and responsibility or the property and responsibility of **your family member**. Once registered **you** will be sent a **certificate**. Please note that **mobile phones** are only automatically covered if they meet the requirements of the cover. Please refer to section D of the Policy Document for full details.

## 8 Mobile Phone Insurance

### Please note:

**Your** insurance will end if **your** Co-operative Bank Privilege or Privilege Premier current account is cancelled, closed, switched, upgraded or downgraded to any account provided by The Co-operative Bank p.l.c.

Please note, cover under this Policy is limited to up to a maximum of two successful claims during any 12-month period per account holder, under this Policy or any other Co-operative Mobile Phone Insurance Policy provided by the **insurer**. Failure to notify **us** of a change of **your** personal details or **your** account details could invalidate **your** cover under this Policy or any other Co-operative Mobile Phone Insurance Policy provided by the **insurer**.

## B. Definitions

### Accessories

All accessories used in conjunction with the **phone(s)**, up to a combined retail price of £350, including VAT, per claim (**proof of purchase** must be provided with **your** claim). The retail price will be the standard selling price applicable on the original day of purchase.

### Administrator

Lifestyle Services Group Limited. Contact details can be found in section P.

### Electrical or Mechanical Breakdown

The actual breaking or burning out of any part of the **phone** caused by, or arising from, internal electronic, electrical or mechanical defects, or defective or faulty materials, or workmanship, causing stoppage of normal operation and necessitating immediate repair or replacement before normal operation can be resumed.

### Excess

The policy excess payable by **you** for each successful claim. The excess varies depending on the **mobile phone you** claim for. If **you** have an Apple iPhone the excess is £50 and for all other handsets it is £25.

### Family member

An individual who resides at the same permanent address as **you** and which has one of the following relationships: **your** brother or sister, mother or father, grandmother or grandfather, uncle or aunt, niece or nephew, spouse, partner with whom **you** have resided for at least six months, or a child of which **you** or **your** partner are the legal guardian.

### IMEI Number

*International Mobile Equipment Identity Number.*

The unique serial or identification number that **we** will use to identify the **phone**.

### Incident

Any event that may lead to a claim being made for repair or replacement of the **phone**. Any incident involving a crime must be reported to the police within the given timescales. **You** must obtain an incident reference number.

### Insurer

London General Insurance Company Limited, whose main business is general insurance. Contact details can be found in section P.

### Mobile Phone/Phone

The handset and **SIM Card** specifically identified by the **IMEI number** and mobile phone number. The handset must be **your** property or the property of a **family member**. The **SIM card** will not be covered unless it has been inserted into the **SIM card** slot of the phone. Phones are covered up to the lower of the current value or an original retail value of £1,000, including VAT, per phone. The handset must be a hand-held electronic device for which its main use is for the making and receiving of telephone calls, SMS text messages and data. The cover of handsets will be at **our** discretion, and if **you** are unsure as to whether the handset can be covered please contact **us**.

### Proof of Purchase

The till receipt or despatch note provided at the point of sale that details the **phone** and/or **accessories**, or similar documentation that provides proof that **you** or **your family member** owns the **phone**, such as a mobile phone statement which shows the **IMEI number**.

### Services

The work **we** undertake for **you** in arranging the insurance and acting as an intermediary between **you** and the **insurer**.

### SIM Card

*Subscriber Identity Module Card.*

The card carrying the subscriber identity, the use of which, in conjunction with the **phone**, enables services to be charged to **you** or the **phone** user's account.

### Unauthorised Calls

Unauthorised calls, messages and downloads made from the insured **phone** after being lost or stolen and whilst not barred by the airtime provider. The payment of unauthorised calls is subject to a valid theft or loss claim for the **phone** under the terms and conditions and **you** reporting the **incident** within the given timescales. Unauthorised calls of up to £2,000, including VAT, for monthly contract phones and £200, including VAT, per claim for pay-as-you-go phones are covered.

### We/Us/Our

The **administrator**.

### You/Your

The Co-operative Bank Privilege or Privilege Premier current account holder(s).

## C. Price

This Policy is provided as a benefit of **you** being a Co-operative Bank Privilege or Privilege Premier current account holder. The cost is an inclusive part of **your** Privilege or Privilege Premier current account monthly subscription.

## D. Cover

### This Policy covers:

- 1 Up to four **mobile phone(s)** and **SIM card(s)** for each Co-operative Bank Privilege or Privilege Premier current account (which must be owned by the account holder (**you**) or a **family member(s)**), and up to a maximum original retail cost or value of £1,000, including VAT, per **phone**. The **mobile phone** is identified by the **IMEI number** and mobile phone number.
- 2 The cost of replacing the **phone** as a direct result of loss or theft.
- 3 The cost of repairing the **phone** (or replacing it if the **phone** cannot be repaired) as a direct result of accidental damage, water or liquid damage, or malicious damage.
- 4 The cost of repairing the **phone** (or replacing it if the **phone** cannot be repaired) where damage is a result of **electrical or mechanical breakdown**.
- 5 The **phone** wherever **you** or **your family member(s)** are in the world. Repair or replacement will be arranged upon return to the UK.
- 6 The cost of **unauthorised calls** made, up to a maximum of £2,000, including

VAT, for monthly contract phones and £200, including VAT, for pay-as-you-go phones per successful claim.

Claims for unauthorised calls on pay-as-you-go phones will apply to top-ups purchased in the 24 hours preceding the **incident** only.

- 7 The replacement of the **accessories** up to a combined retail price of £350, including VAT, per claim if:
  - they are lost, stolen or damaged at the same time as the **phone**, or
  - **we** have replaced the **phone** with an alternative model as a result of a successful claim and the **accessories** are no longer compatible with the replacement phone.
- 8 Up to a maximum of two successful claims during any 12-month period per account holder, under this Policy or any other Co-operative Mobile Phone Insurance Policy provided by the **insurer**.

## E. How to make a claim

When making a claim, please follow these simple steps:

To register a claim for any **incident you** must inform **us** within 7 days of **you** discovering the **incident** by:

- I. visiting the website at [co-operativebank.co.uk/benefits](http://co-operativebank.co.uk/benefits) to register **your** claim online or
- II. telephone on **0844 249 9981**

Monday-Friday	8.00am-8.00pm
Saturday-Sunday	9.00am-6.00pm
- III. if **you** or **your family member(s)** are outside of the UK and unable to contact **us** at the time of discovering the **incident**, **you** will need to call **us** within the shorter of either:
  - 7 days of **your** return to the UK, and
  - 30 days of **your** discovery of the **incident**

(**you** must call the airtime provider within 24 hours of **you** discovering any loss or theft to bar the **SIM Card** whilst outside of the UK).

Please have the mobile phone number to hand.

## 10 Mobile Phone Insurance

If you haven't registered your mobile phone with us, you will need to provide the following details when calling:

- **your** name and address
- the mobile phone number(s)
- the make, model, and IMEI number of the **mobile phone(s)**
- whether the **mobile phone** is on a monthly contract or pay-as-you-go
- **your** Co-operative Bank Privilege or Privilege Premier current account number and sort code
- **your** date of birth.

If the **phone** is lost, stolen or maliciously damaged, **you** must also:

- I. Call the airtime provider within 24 hours of discovering the loss or theft to bar the **SIM Card** – doing this will prevent any further **unauthorised calls** being made.
- II. Inform the Police or the relevant local authorities if outside the UK within 24 hours of discovering the loss, theft or malicious damage and obtain an incident reference number.

### Airtime providers' numbers:

3	07782 333 333
O <sub>2</sub>	0844 809 0202
Orange	07973 100 150
T-Mobile	0845 412 5000
Virgin Mobile	08456 000 789
Vodafone	07836 191 191

## F. Conditions on making a claim

- 1 **You** must register a claim within 7 days (unless **you** or **your family member(s)** are outside the UK – please see section E.III for details) of discovering any **incident** for which **you** wish to claim, by visiting **our** website **co-operativebank.co.uk/benefits** or by phoning **0844 249 9981**.
- 2 **You** must inform the Police (or the relevant local authorities if outside the UK) within 24 hours of **you** discovering any theft, loss or malicious damage for which **you** wish to make a claim, obtaining an incident reference number. **You** must also inform the airtime provider within 24 hours of **you** discovering the theft or loss.

- 3 **You** must complete and return the Claim Form to **us** within 30 days of receiving it, ensuring that **you** have followed the procedure detailed on the claim documentation.
- 4 **You** may be requested to return the damaged **phone** and **accessories** to **us** for inspection as part of the claims assessment process. If requested to do so, **you** must send the **phone** and **accessories** by secure means, as described in the claim documentation. The **phone** and **accessories** remain **your** responsibility until **we** have received them.
- 5 **You** must ensure that no-one but **our** approved agents carries out repairs to, or maintenance of, the **phone** or **accessories**.
- 6 To support **your** claim for **unauthorised calls** incurred on a monthly contract, **you** must provide the monthly mobile phone bill(s) covering the period of **unauthorised calls**, and the bill for the month prior to the **unauthorised calls**. To support **your** claim for **unauthorised calls** incurred on a pay-as-you-go phone **you** must provide **proof of purchase** of a top-up which was purchased in the 24 hours preceding the **incident**.
- 7 **You** must provide **proof of purchase** for the **phone** and **accessories** with **your** Claim Form.
- 8 **You** must pay the policy **excess** if **your** claim is accepted. **We** may request this in advance.

## G. What will happen when your claim is approved

- 1 **We** may settle **your** claim, at **our** discretion, by repair, replacement, or cash settlement. **We** will advise **you** of the method of settlement at the time **your** claim is authorised.
- 2 **We** may effect repairs using readily available parts, or 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. Replacement phones and accessories will come from new or refurbished stock. In the event

that the same model/colour is not available, the replacement will be of a similar specification and quality, **you** will be contacted by **us** to confirm the phones that are available.

- 3 The settlement **we** offer for the **mobile phone** will be based on the current market value of **your mobile phone** or one of similar specification and functionality (where the **mobile phone** is no longer available on the general market).
- 4 Replacement phones and accessories will come from available stock. In the event that the same model is not available, the replacement will be of a similar specification and quality. **We** will contact **you** to confirm the phones that are available.
- 5 If the **phone** is lost or stolen, **we** will provide reimbursement, at **our** discretion, by BACS transfer or cheque payable to **you**, or by direct payment to the airtime provider, for the cost of **unauthorised calls** up to a maximum of £2,000, including VAT, per claim for monthly contract phones and £200, including VAT, per claim for pay-as-you-go phones. **We** will advise **you** of the method of reimbursement when the claim is authorised.
- 6 If the **SIM card** has been lost, stolen or damaged, **you** will need to contact the airtime provider to request a replacement. If there is a charge for the replacement **we** will reimburse **you**. **You** may be asked to provide a receipt for the cost of the **SIM card**.
- 7 If **you** need to claim as a result of an **incident** outside the UK, the **phone** will be repaired or replaced upon return to the UK – subject to acceptance of the claim.
- 8 If any lost or stolen equipment is recovered after the claim is approved, it shall become the property of the **insurer** and must be returned to **us** immediately.
- 9 Damaged **phones, accessories, parts and materials** replaced by **us** shall become the property of the **insurer**.
- 10 The details of **phones** reported lost or stolen will be submitted to the IMEI Database to prevent further use.

## H. Important things that you must do

- 1 Use the **phone** and **accessories** in accordance with the manufacturer's instructions.
- 2 Take reasonable care to prevent loss of, theft of, or damage to, the **phone** and **accessories**. If it is considered that **you** have not done so, **your** claim may not be accepted.
- 3 Inform **us** if any of **your** personal details change.
- 4 Inform **us** of any loss, theft, breakdown or damage covered by **your** policy within the given timescales.

- 5 Inform **us** if you change the **phone** and/or **SIM Card** **you** wish to be covered, or the **mobile phone** number changes.

## I. Loss, theft and damage exclusions

Cover will not be provided for:

- 1 Theft of the **phone** and **accessories** from an unattended motor vehicle, unless secured in the glovebox or locked boot. The vehicle must be locked and all security devices activated. Damage must be caused by the thief and evidence provided with **your** claim. Cover will not be provided if the vehicle cannot be secured against unauthorised entry.
- 2 Theft of the **phone** and **accessories** from any unattended building or premises unless evidenced damage was caused in gaining entry to, or exit from, the premises.
- 3 Theft or loss of the **phone** and **accessories** where they have been left negligently or deliberately in a public place or a place to which other people have access.
- 4 Theft of, loss of, or damage to, the **phone** and **accessories** where they have been passed to someone else **you** have not – acting reasonably – entrusted the **phone** and **accessories** to, other than a **family member**.
- 5 The cost of **unauthorised calls** whilst the **phone** was not in **your** custody or the custody of a **family member**, where the theft or loss of the **phone** has not been reported to the airtime provider and the Police within 24 hours, and to **us** within 7 days (unless **you** or **your family member(s)** are outside the UK – please see section E.III for details), of discovering the **incident**.
- 6 The cost of **unauthorised calls** if the **phone** and **SIM card** have not been lost or stolen at the same time, and an incident reference number obtained from the Police.
- 7 Theft of, loss of, or damage to **accessories** not lost, stolen, or damaged at the same time and under the same circumstances as the **phone**.

## J. Electrical or mechanical breakdown

Cover will not be provided for:

- 1 Loss or damage caused by, or during, maintenance or modification of the **phone**, other than by **our** approved agents.
- 2 Any breakdown or failure caused by placing or using the **phone** in a location or environment not in accordance with the manufacturer's instructions.

## 12 Mobile Phone Insurance

### K. General Exclusions

Cover will not be provided for:

- 1 The policy **excess** payable by **you** for each successful claim. The **excess** varies depending on the **mobile phone** you claim for. If you have an Apple iPhone the **excess** is £50 and for all other handsets it is £25.
- 2 Any loss (business or personal) resulting from loss of use of the **phone**.
- 3 Where the **IMEI number** cannot be determined from the phone or **proof of purchase** cannot be provided to prove ownership of the **phone**.
- 4 Loss or damage due to wear and tear, depreciation or gradual deterioration.
- 5 Loss or damage due to any process of cleaning, adjustment, repair, maintenance or dismantling other than by **our** approved agents.
- 6 A third or subsequent claim under the Policy during any 12-month period per account holder, under this Policy or any other Co-operative Mobile Phone Insurance Policy provided by the **insurer**.
- 7 Installation, removal, or subsequent relocation of the **phone** in a vehicle, or any **electrical or mechanical breakdown** as a result of such.
- 8 The cost of cosmetic repairs.
- 9 Any **phone** that has an individual retail value of more than £1000, including VAT.
- 10 Loss, theft, damage, or breakdown caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, or insurrection by military or usurped power.
- 11 Loss, theft, damage, or breakdown arising out of any wilful act or negligence of the user of the **phone**.
- 12 Any claim arising from, or in connection with, the repossession of the **phone** by any bank, finance, leasing or similar company, or person acting with such authority, and/or the confiscation or impounding of the **phone** by any Police, Customs or Government Authority.
- 13 People who are not permanently resident in the UK.
- 14 Loss resulting from events which are indirect or remote to the **incident**.
- 15 Loss or corruption of data, images, games, logos, wallpaper, videos, or downloads, due to loss of, theft of, breakdown of, or damage to, the **phone**, or damage caused by a virus. It is recommended that a back-up copy of all data is kept.
- 16 **Accessories** and **SIM cards** where there has not been a valid claim for the **phone**.

### L. Cancelling the Policy

- 1 **You** have the right to cancel this Policy at any time, which will have immediate effect. As the cover is provided as a benefit of **you** being a Co-operative Bank Privilege or Privilege Premier current account holder, if the connected Co-operative Privilege or Privilege Premier current account is cancelled, closed, switched, upgraded or downgraded to any account provided by The Co-operative Bank p.l.c. or **you** select another option this Policy ends.

If the Policy does not meet **your** requirements, please telephone **our** Benefits Customer Services team immediately on **0844 249 9981** or write to:

Benefits Customer Services, Lifestyle Services Group Limited,  
PO Box 98, BLYTH NE24 9DL

- 2 **We** may cancel this Policy with immediate effect by registered letter to **you** at **your** last known address in the event of **you** submitting any fraudulent or inaccurate information, or for any other valid reason.
- 3 Subject to clause 2 above and the registration requirements, this cover will remain in force for as long as **you** have a Co-operative Bank Privilege or Privilege Premier current account, and this cover continues to be provided as part of the account benefits.
- 4 In the event **you** do not wish to continue **your** cover, please telephone **us** on **0844 249 9981**.

### M. Fraud

The personal details which **you** supply to **us** during the registration process will be used to help combat fraud. These details will be retained for legal reasons for a reasonable period after **your** policy expires, and for up to one year after **your** policy expires in relation to fraud specifically. The contract between **you** and **us** is based on mutual trust. If **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect
- make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect
- make a claim in respect of any loss, theft, or damage caused by **your** wilful act, or with the intent to defraud **us** or the **insurer**

then:

- **we** shall not honour the claim
- **we** shall not honour any other claim which has been or will be made under any policy held by **you**
- **we** shall not make any return of payments made for cover and we may, at **our** option, cancel the policy
- **we** may be entitled to recover from **you** the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings)
- **we** may be entitled to recover from **you** the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings)
- **we** may inform the Police, Government or regulatory bodies of the circumstances.

Details of claims may be put 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.

## N. Enquiries/Complaints

**We** will always be fair and reasonable when handling **your** policy or claim.

Should there ever be an occasion when **you** feel that **we** have not provided **you** with a satisfactory level of service, **we** would like **you** to inform **us** so that **we** can do **our** best to solve the problem.

**We** will do everything possible to ensure that **your** query is dealt with promptly. The easiest way to contact **us** is to call **our** Benefits Customer Services team on **0844 249 9981**. Alternatively, **you** can write to **us** at the following address, quoting the mobile phone number in all correspondence: Benefits Customer Services, Lifestyle Services Group Limited, PO Box 98, BLYTH NE24 9DL

**Our** staff will attempt to resolve **your** query immediately. If this is not possible, **we** promise to acknowledge **your** query within five working days of receiving it. In the unlikely event that **your** query has not been resolved within four weeks of **our** receiving it, **we** will write and let **you** know the reasons why, and what further action we will take. Once **we** have resolved **your** query, **we** will confirm **our** response in writing. If **you** are not satisfied with **our** decision, please contact the Customer Relations Manager at the above address. If **you** have a complaint relating to the policy wording or contract, please contact the **insurer** at their registered address. If **you** remain dissatisfied, **you** can, within six months of **our** final decision, refer **your** query for an independent assessment to: The Financial Ombudsman Service South Quay Plaza 183 Marsh Wall, LONDON E14 9SR

The parties to this contract are covered by the Financial Ombudsman Service who, once contacted, will liaise with **us** on **your** behalf. They will inform **you** directly of their decision. Referral to the Financial Ombudsman Service will not prejudice **your** right to take subsequent legal proceedings. Further information can be obtained at their website: **financial-ombudsman.co.uk**. The parties to this contract are covered by the Financial Services Compensation Scheme. In the unlikely event any of the parties to this insurance are unable to meet their liabilities; **you** may be entitled to compensation. The scheme covers 90% of the entire claim, without any upper limit. Further information can be obtained from their website: **www.fscs.org.uk**

## O. Status Disclosure

This cover has been arranged for The Co-operative Bank p.l.c. (FRN 121885) by Lifestyle Services Group Limited (FRN 315245) with a single provider, London General Insurance Company Limited (FRN 202689). All companies are authorised and regulated by the Financial Services Authority (FSA), which can be checked on their website **fsa.gov.uk/register/** or by phoning **0845 606 1234**. If **you** need to register a complaint, please follow the procedure detailed in section N. If Lifestyle Services Group Limited cannot settle **your** complaint, **you** may be entitled to refer it to the Financial Ombudsman Service. **You** are covered by the Financial Services Compensation Scheme and may be entitled to compensation if **we** cannot meet **our** liabilities.

For the purposes of the Data Protection Act 1998, the Data Controller in relation to the personal data **you** supply is Lifestyle Services Group Limited.

## P. Other Information

**Lifestyle Services Group Limited.**  
**Registered in England No. 5114385**

Osprey House Ore, Close Lymedale Business Park, NEWCASTLE-UNDER-LYME  
Staffordshire ST5 9QD

Authorised and regulated by the Financial Services Authority, FRN 315245.

**London General Insurance Company Limited.**  
**Registered in England No: 1865673**

Integra House Floor, 2 Vicarage Road, EGHAM Surrey TW20 9JZ

Authorised and regulated by the Financial Services Authority, FRN 202689.

## 14 UK & European Motor Breakdown Cover

# The Co-operative Bank Privilege Premier 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 of 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.

## 16 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 8 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 1 day 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.

#### **Exclusions and limitations applicable to European Motoring Assistance**

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	

## Service after return home

Benefit	Limitation
Collection of vehicle left abroad for repair	£600

## 18 UK & European Motor Breakdown Cover

### How to claim

#### UK Breakdown cover

For telephone contact numbers please refer to the section "How to obtain assistance in the UK" on page 20.

#### European Motoring Assistance

For telephone contact numbers please refer to the section "How to obtain assistance abroad" on page 23.

#### 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 Co-operative Bank Privilege Premier current account commences until Your Policy is terminated by You or Us.

Your cover will end if:

- You or Your account provider close Your Co-operative Bank Privilege Premier current account.
- You fail to pay the monthly fee for Your Co-operative Bank Privilege Premier 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 Co-operative Bank Privilege Premier 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 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

You are entitled to cancel this Policy up to 14 days following the date Your Co-operative Bank Privilege Premier 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 Co-operative Bank after the 14 days.

If You or Your account provider close Your Co-operative Bank Privilege Premier 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  
PO 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  
PO Box 200 Walsall WS5 4QZ.

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

Customer Feedback  
The Co-operative Bank p.l.c.  
4th Floor Miller Street  
Manchester  
M60 0AL  
08457 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.

## 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:

RAC Motoring Services (in respect of insurance mediation services only) and RAC Insurance Limited are authorised and regulated by the Financial Services Authority. You can check our authorisation on the FSA's Register by visiting [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on **0845 606 1234**.

### Registered address:

RAC Motoring Services (registered in England No. 01424399) and/or RAC Insurance Limited (registered in England No. 2355834) both with registered office of: RAC House, Brockhurst Crescent, Bescot, WS5 4QZ

## Terms and Conditions

This Policy is a contract between Us and You. We agreed to provide services/pay for those costs set out in this Policy which occur during the Period of Cover, provided payment of the appropriate premium 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 Co-operative Bank Privilege Premier current account.

### Policy

- means Your Co-operative Bank Privilege Premier 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.

## 20 UK & European Motor Breakdown Cover

### Start Date

- The date **You** cover under this **policy** begins, which is the date **You** become an 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.

### 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 the appropriate number stated in the table below.
- 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.

### 0844 249 9981

The telephone numbers are correct at the time of printing (07/11).

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 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to

be taken to any other destination, You will have to pay for the towage costs for the whole distance.

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.
- 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 8 people Home or to a single address anywhere else within the UK. If there are more than 5 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.

## 22 UK & European Motor Breakdown Cover

### 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 one day's hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc if your Vehicle is being repaired.
- Insurance (including Collision Damage Waiver).

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

- Age limits. Drivers must be at least 21 years of age.
- The need to have a current driving 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 8 people to reach the end of their journey within the UK. We will pay up to £40 a person or £240 for a group whichever is less.

#### Hotel accommodation

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

We will pay up to £40 a person or £240 for each Party whichever is less.

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

#### Special medical assistance

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

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

## 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 2 below and state that the Vehicle has **European Motoring Assistance** and give the following information:

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

### 2 Please call

UK	<b>0844 249 9981</b>	(pay call)
France and Monaco	<b>0800 290 112</b>	(freephone France & Monaco only)
	<b>0472 43 52 55</b>	(pay call)
Republic of Ireland	<b>1 800 535 005</b>	(freephone)
Rest of Europe	<b>00 33 472 43 52 55</b>	(pay call)
Serbia and Montenegro	<b>99 33 472 43 52 55</b>	(pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	<b>810 33 472 43 52 55</b>	(pay call)

The telephone numbers are correct at the time of printing (07/11).

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 traveling. 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 at 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.

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### Mobile and car phones

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

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

### Services whilst abroad

#### 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
- 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, or
- 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, or
- the cost of parts used for roadside or garage repairs, or
- 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 second/standard class rail, or a combination of both.

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

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

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report 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.

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

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### 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.

## 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, **0870 5 49 33 20**  
(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 credit card details if We arrange a service for You which is not covered

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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 7.6 m. 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.

### 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 and all claims forfeited

## 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.

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](http://www.fco.gov.uk) or by telephoning The FCO Travel Advice Unit on: **0845 850 2829**.

## 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 9 seats

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

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

## Repayment of credit

You must pay back to Us on demand:

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

## Spares dispatch

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

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

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### 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.
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 7.6 m. 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 8 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.

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](http://www.dvla.gov.uk) or Vehicle Licensing, Dept of Transport for Isle of Man at [www.gov.im/transport/highways/dandv/welcome.xml](http://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 PO Box 200 Walsall WS5 4QZ

If You have any enquiries relating to repatriations or claims associated with Our European Service, please contact Us on 0870 549 3320 (Calls may be recorded and/or monitored)

email: [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk)

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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 7 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**

## 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 Co-operative Bank Privilege Premier current account commences and will continue until terminated by You or Us.

### Your cover will end if:

- You or Your account provider close Your Co-operative Bank Privilege Premier current account
- You fail to pay the monthly fee for Your Co-operative Bank Privilege Premier 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 Co-operative Bank Privilege Premier current account commences or the date You receive Your policy documentation, whichever happens later. Please see the 'Your Right to Cancel' section below for further details. Please refer to the same section regarding how Your Policy can be cancelled by You or 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.

## 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 Co-operative Bank Privilege Premier 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 Co-operative Bank after the 14 days.

If You or Your account provider close Your Co-operative Bank Privilege Premier current account Your cover will end.

## 34 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. 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.

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

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, PO Box 200, Walsall, WS5 4QZ

or email: [breakdowncustomercare@rac.co.uk](mailto: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, PO 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: [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk)

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

Customer Feedback  
The Co-operative Bank p.l.c.  
4th Floor Miller Street  
Manchester  
M60 0AL  
08457 212 212

An acknowledgement that Your complaint has been received will be sent to You within 5 working days following which Your complaint will be investigated on behalf of the Chief Executive.

#### **Financial Services Compensation Scheme**

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, United Kingdom.

# good with money

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**Please call 08457 212 212 if you would like to receive this information in an alternative format such as large print, audio or Braille.**

To hold a Privilege or Privilege Premier current account you must be 18 or over and a UK resident. The terms and exclusions applicable to any of the account benefits are set out in this Welcome guide. Savings account: If you convert your account back to either a Privilege or current account, a lower rate of interest will be paid on the Savings account linked to your current account. Policy and supplier terms and exclusions apply. Financial information correct at time of going to print 07/11.

Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status. The bank reserves the right to decline any application. The subscription fee for the Privilege current account is £9.50 debited from the account on the first working day of each month. The subscription fee for the Privilege Premier current account is £13.00 debited from the account on the first working day of each month.

The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Lending Code and the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110). The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.

Calls may be monitored or recorded for security and training purposes. For BT customers, calls to 0800 numbers are free. For BT Unlimited Weekend Plan customers, calls to 0844 numbers cost 10.9p plus up to 5p per minute. Mobile and other providers' charges may vary.