

DS Assistance

Complimentary Roadside Assistance

Terms & Conditions



Please read and keep for your records

## Contact information

	Telephone	In Writing
<b>Breakdown in the UK</b>	00800 24 24 07 07	
<b>Breakdown in Europe</b>  Calling from <b>Europe</b> Calling from the Republic of Ireland	+33 4 26 73 78 98  1 800 646 558	
<b>Section E - European Breakdown Cover</b> To request a claim form: From the <b>UK</b> From <b>Europe</b>	0800 107 5861 +44 161 332 1040	<a href="mailto:europeanclaims@rac.co.uk">europeanclaims@rac.co.uk</a>  <a href="http://www.rac.co.uk/europeanclaimform">www.rac.co.uk/europeanclaimform</a>
<b>RAC Customer Care</b>  Regarding the breakdown service provided	0330 159 0339	DS Breakdown Customer Care Great Park Road Bradley Stoke Bristol BS32 4QN  breakdowncustomercare@rac.co.uk
Hearing assistance (in the UK)	Telephone prefix 18001 to access Tynetalk or text <b>us</b> on 07855 828 282	

### Telephone charges

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

#### In the UK

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

#### In Europe

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

### If your vehicle breaks down, please provide us with

1. The **vehicle's** make, model and registration number
2. The exact location of the **vehicle** – the road **you** are on or the nearest road junction
3. The number of the phone **you** are using
4. The cause of the **breakdown**, if **you** know it
5. A credit card in **your** name if **you** need additional services or a hire car

Some garages in **Europe** will require **your** passport and passport number before they begin any repairs.

If **you** fail to contact **us** within 24 hours of becoming aware of the **breakdown** **we** may refuse to provide assistance in relation to that **breakdown**.

### Remember

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

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

### Breakdown on a motorway in France or Mainland Europe

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

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

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## Your terms and conditions

### Definitions

Any words in bold appearing throughout this DS Assistance booklet have a specific meaning which **we** explain below:

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

“**breakdown**”/ “**break down**”/ “**broken-down**” means an event during the **period of service**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, or any **self-induced fault**;

“**caravan**”/ “**trailer**” means any caravan or trailer which complies with the following specifications:

Max weight (gross)	Max length	Max width	Max height (applicable in Europe only)
3.5 tonnes	7 metres (including tow bar)	2.55 metres	3 metres

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

“**European assistance limits table**” means the table outlining the limits that apply to Section E (European breakdown cover) on page 10;

“**home**” means the address in the **UK** where **you** live permanently;

“**journey**” means a trip to **Europe** lasting no longer than 90 days which begins on departure from **home** and ends on return **home**, during the **period of service**;

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

“**passengers**” means the driver and any passengers travelling in the **vehicle** up to the maximum number permitted as specified by the manufacturer;

“**period of service**” means the length of time **your vehicle** is eligible for DS Assistance, which is 36 months from the date of registration;

“**RAC**”/ “**we**”/ “**us**”/ “**our**” means RAC Motoring Services and any person employed or engaged to provide services on their behalf;

“**reimburse**”/ “**reimbursement**” means reimbursement by **us** under the reimbursement process on page 7;

“**self-induced fault**” means any fault caused by actions or omissions of the driver of the **vehicle**, for example running out of fuel (or charge in an electric vehicle), lost, stolen or broken keys, or locking your keys in your **vehicle**;

“**specialist resource**” means resource or equipment that is not normally carried by **us** but is required to complete a repair or recovery, for example a crane, tractor or locksmith;

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

“**vehicle**” means the **UK** registered vehicle; and

“**you**”/ “**your**” means the driver of the **vehicle** requesting the services of DS Assistance

### Important information about DS Assistance

- DS Assistance is available only as part of **your** DS Warranty and offers services relating to the **breakdown** of the **vehicle**.
- The **vehicle** is covered, whoever is driving.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **us**.

### Limits of cover

1. Section E (European breakdown cover) includes unlimited **journeys** during the **period of service**, but each **journey** is limited to a maximum of 90 days;
2. In order to request service under Section C (Recovery) **we** must have first attended under Section A (Roadside); and
3. In order to request services under Section D (Onward Travel), **we** must have first attended under Section A (Roadside) or B (At Home).
4. There are limits on the amount that is covered under certain sections, as set out in this document.

### Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**. To do so, please visit [www.rac.co.uk/europeanclaimform](http://www.rac.co.uk/europeanclaimform) for reimbursements under Section E (European breakdown cover), or [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform) for all other sections.

If **you** have any queries please contact RAC Customer Care (see Contact information, page 2). Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Please note: Any costs that are not arranged through **us** or agreed by **us** will not be **reimbursed**.

### Hire car terms

Certain sections of DS Assistance include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

1. If **your vehicle** has more seats than the hire car **we** provide, and **you** require more seats, **we** may need to provide two cars.
2. **We** do not provide hire cars for business use, including use for hire and reward.
3. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have certain types of endorsements on **your** licence or **you** are under 21), and **you** choose to hire a car yourself, let **us** know and then provided **we** have agreed the cost beforehand, **we** will **reimburse you** up to the limits detailed under Sections D (Onward Travel) or E (European breakdown cover).
4. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess).
5. **We** will not provide any specific car type, model or accessories, including tow bars.
6. **We** will not cover any costs of:
  - a) fuel while using the car hire; or
  - b) any insurance excess and additional costs.

### Caravans and Trailers

**We** do not cover the **breakdown** of **caravans** and **trailers** under DS Assistance. If, however, the **vehicle** is towing a **caravan** or **trailer** at the time of **breakdown**, and **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **caravan** or **trailer** along with the **vehicle**.

## Section A: Roadside

### Service provided

If **your vehicle breaks down** within the **UK** more than a ¼ mile from **your home**, **we** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to the nearest DS franchised dealer or a destination of **your** choice up to a maximum of 10 miles from the **breakdown**.

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

### Service not provided

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**; or
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
  - a the original fault has not been properly repaired; or
  - b **you** have not followed **our** advice after a temporary repair.

## Section B: At Home

### Service provided

**We** will provide the same service as the “Service provided” part of Section A (Roadside) if **your vehicle breaks down** at, or within a ¼ mile of, **your home**.

### Service not provided

Please see the “Service not provided” part of Section A (Roadside), which also applies here.

## Section C: Recovery

### Service provided

If **we** are unable to repair the **vehicle** under Section A (Roadside), **we** will recover the **vehicle** and **passengers** from the **breakdown** location to any DS franchised dealer within the **UK** for repair, or a single destination of **your** choice within the **UK**.

For long distances **we** may use more than one recovery vehicle.

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

### Service not provided

1. Please see the “Services not provided” part of Section A (Roadside), which also applies here;
2. A second recovery owing to the intended original destination being closed or inaccessible.



## Section D: Onward Travel

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and the **vehicle** cannot be fixed on the same day, **we** will help **you** by making arrangements to allow the continuation of **your** journey. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

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

### 1. Hire car

#### Service provided

Please see Hire Car terms on page 7

**We** will arrange a hire car for up to 96 hours or until **your vehicle** has been fixed, if sooner.

If **you** arrange **your** own hire car in line with the 'Hire car terms' on page 7, **we** will **reimburse you** up to £35 per day.

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

### 2. Alternative transport

#### Service provided

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

### 3. Overnight accommodation

#### Service provided

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

### 4. Assistance in a medical emergency

#### Service provided

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

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

#### Service not provided

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

## Section E: European breakdown cover

### European assistance limits table

Section	Assistance limits
E1 – Onward travel in the UK	<ul style="list-style-type: none"><li>• Hire Car: up to 6 days, or</li><li>• If <b>you</b> are not eligible for <b>our</b> hire car, a reimbursement limit of up to £125 per day up to a maximum of £750, whichever is less</li></ul>
E2 – Roadside assistance in Europe	<ul style="list-style-type: none"><li>• Unlimited roadside assistance in <b>Europe</b></li><li>• Garage Labour up to £150 if repairs can be completed on the same day</li></ul>
E3 – Onward travel in Europe (including recovering <b>you</b> and <b>your passengers</b> back to the <b>UK</b> )	<ul style="list-style-type: none"><li>• <b>Hire car or alternative transport limit:</b> Up to £125 per day, up to a maximum of £1,500, whichever is less</li><li>• <b>Additional accommodation expenses (room only):</b> Up to £50 per person per day, up to a maximum of £500, whichever is less</li></ul>
E4 – Getting your vehicle home (providing <b>your vehicle</b> is not <b>beyond economic repair</b> )	<ul style="list-style-type: none"><li>• Costs up to the <b>market value</b> of <b>your vehicle</b>, or £500, whichever is greater.</li><li>• Hire Car – up to £40 per day for up to 3 consecutive days</li></ul>
E5 – Vehicle break-in emergency repairs	<ul style="list-style-type: none"><li>• Up to £180</li></ul>

### Section E1: Onward travel in the UK

#### Service provided

If **we** attend a **breakdown** under Section A (Roadside) and **we** cannot fix **your vehicle** by your planned departure date and:

1. **you** are within 48 hours of **your** planned departure date; and
  2. limited to the maximum amount set out in your **European assistance limits table**
- we** will arrange a hire car for the continuation of **your journey** or until **your vehicle** has been fixed if sooner, and **we** will transport one person to **our** nearest hire car supplier to collect the vehicle. Please see 'Hire car terms' on page 7.

### Section E2: Roadside assistance in Europe

**We** will provide assistance up to the limit shown in the **European assistance limits table**.

#### Service provided

If **your vehicle breaks down** in **Europe** during a **journey**, **we** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will:
  - a. recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
  - b. pay for the initial fault diagnosis to find the next course of action;
  - c. contribute towards the garage labour charges up to the amount in the **European assistance limits table**;
  - d. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be

delivered; and

e. **we** will also relay any urgent messages from **you** to a contact of **your** choice.

#### **Service not provided**

1. Repair costs if the **vehicle** repair costs will be more than its **market value**.
2. The costs of any parts.

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

### **Section E3: Onward travel in Europe**

**We** will assist **you** up to the limit shown in the **European assistance limits table**.

#### **Service provided**

If **your vehicle** has a **breakdown** during a **journey in Europe**, and **we** establish that the repairs cannot be completed within 6 hours, **we** will help **you** by making arrangements for the **passengers** to continue the **journey**. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Additional accommodation expenses.

#### **Service not provided**

The cost of transporting **you** and **your passengers** to collect **your** hire car, getting to a station or travel to **your** hotel.

#### **1. Hire Car**

##### **Service provided**

A hire car as a replacement until **your vehicle** has been fixed, up to the limits in the **European assistance limits table**. Please see 'Hire car terms' on page 7.

#### **2. Alternative transport**

##### **Service provided**

A standard class ticket up to the limits in the **European assistance limits table** for travel by air, rail, taxi or public transport.

#### **3. Additional accommodation expenses**

##### **Service provided**

**We** will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation.

#### **Service not provided**

Accommodation where **you** have suitable alternative accommodation **you** can use. Benefit under this section will stop once:

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

Once **you** are notified of cover ending, if **you** have a hire car, **you** must return it to the place agreed with **us** within 24 hours. **You** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

## Getting your passengers home

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

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

## Section E4: Getting your vehicle home

We will assist you up to the limit shown in the **European assistance limits table**.

### Service provided

If we attend a **breakdown** in **Europe** under Section E2 and the **vehicle** cannot be repaired before **your** planned return to the **UK**, we will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of **your** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If **your vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail, air fare or public transport, and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, we will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once we have brought **passengers home** under Section E3, until **your vehicle** is brought back to the **UK**, up to the amount set out in in the **European assistance limits table**.

We will take the **passengers** in the **vehicle home** under Section E3.

It is **our** decision whether to get **your broken-down vehicle home** or have it repaired locally.

### Service not provided

1. Any costs:
  - a. if **your vehicle** is **beyond economical repair**
  - b. covered under **your** motor insurance;
  - c. relating to storage once **you** have been notified that **your vehicle** is ready to collect; and
  - d. relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
2. We will not take the **vehicle** back home if:
  - a. the **vehicle** is roadworthy; or
  - b. a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. We will not cover the costs of fuel, insurance or meals;
5. We will only cover costs under this section to the amount set out in the **European assistance limits table**, so if **you** want us to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this, **you** will need to pay any additional costs before we make arrangements.

### Important:

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

dispose of it at **your** cost.

### Section E5: Vehicle break-in emergency repairs

**You** must report the break-in to the police within 24 hours in order to obtain a written report before contacting **us** under this section.

#### Service provided

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown**, **we** will **reimburse you** up to the amount shown in the **European assistance limits table**, for:

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

#### Service not provided

1. The cost of any parts.
2. Any benefits under any other section of DS Assistance.

### Section E6: Replacement driver

#### Service provided

Although this is not covered as a **breakdown**, if **you** suddenly or unexpectedly fall ill or **you** are injured during **your journey** in **Europe**, meaning **you** are unable to drive, **we** will provide a replacement driver to allow **you** to continue **your journey** or return **home**.

**We** will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

#### Service not provided

1. If there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**.
2. Any benefits under any other section of DS Assistance.

### Section F: Self Induced Fault cover

#### Service provided

If **your vehicle** cannot be driven during the **period of service** for the following **self-induced faults** only:

- a. Mis-fuelling
- b. Running out of fuel, or charge in an electric vehicle, or AdBlue in a diesel vehicle;
- c. Tyre punctures, even if the **vehicle** is carrying a serviceable spare tyre; and
- d. Keys which have been lost, stolen, broken or locked inside the **vehicle**

**We** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers**:
  - a. **In the UK**: to the nearest DS franchised dealer or a destination of **your** choice up to a maximum of 10 miles from the breakdown; or

- b. **In Europe:** to a local garage.

If **your vehicle** cannot be driven because **you** have put the wrong fuel in the **vehicle** we will either:

1. Send help to recover the vehicle as described in paragraph 2 above; or
2. We may be able to arrange to drain your vehicle at the roadside. Whilst the cost of our attendance is included, you will have to pay for the cost of draining and flushing the fuel and any new fuel required.

#### **Service not provided**

1. Any **self-induced fault** not listed above.
2. The cost of any parts, fuel or other consumables;
3. The fitting of parts, including batteries, supplied by anyone other than **us**; or
4. Any breakdown resulting from a fault that **we** have previously attended and:
  - a the original fault has not been properly repaired; or
  - b **you** have not followed **our** advice after a temporary repair.

#### **General conditions**

The following conditions apply to all sections. If **you** do not comply **we** can refuse service.

1. **You** must request services directly from **us**, as **we** will only provide services if **we** make arrangements to help **you**.
2. Where the **breakdown** is caused by a component failure, this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **we** will not cover this.
3. **We** will not provide service where the **vehicle** is already at a garage or other place of repair.
4. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide service.
5. A **driver** must be with the **vehicle** when **we** attend.
6. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them.
7. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
8. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the driver's own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
9. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat if required.
10. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains the driver's responsibility.
11. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered under DS Assistance. For example, **we** will not pay for any loss of earnings or missed appointments.
12. **We** do not guarantee that recovery to any garage, including a DS franchised dealer, will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take

responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.

13. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
14. The cost of the following is not covered:
  - a. **specialist resource**;
  - b. tolls, ferries or congestion or low emission zone charges for **your vehicle** and **our** vehicle;
  - c. any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this; or
  - d. recovery by someone other than **us**. If the emergency services, local authority or any government agency are handling the **breakdown**, **we** will only attend and provide recovery once instructed to do so by them.
15. In handling any request for service there may be more than one option available to **you**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times.
16. DS Assistance does not cover:
  - a. routine servicing, maintenance or assembly of **your vehicle**;
  - b. **caravans** or **trailers**;
  - c. **breakdowns** that occur during activities or events that are not subject to the normal rules of the road, for example, **breakdowns** on a track day. **We** will not attend **breakdowns** on race tracks or where **you** have been immediately recovered from a race track;
  - d. **breakdowns** that occur, or recovery of **vehicles** to a destination, that is off the public highway to which **you** or **we** have no legal access;
  - e. **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - f. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
  - g. any request for service that is or may be affected by the influence of alcohol or drugs;
  - h. any **breakdown** that is caused by or as a result of vehicle theft or fire; or
  - i. any request for service where the **breakdown** was not first reported to **us** under DS Assistance.
17. If **you** are asked to review and approve a document, including an electronic form, recording the condition of **your vehicle**, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.
18. Where **we** arrange a hire car, taxi, hotel or similar benefit, **we** will always try to find a suitable option that is available at the time, however:
  - a. **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b. for hire cars, whilst **we** use reputable companies, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;

### Conditions specific to travel in Europe

19. Requests for service made more than 24 hours after the **breakdown** may be declined in part or completely;

20. **We** do not cover:
  - a. **vehicle** storage charges, other than under Section E4 (Getting your vehicle home);
  - b. the hire of minibuses, motorhomes, motorcycles, **caravans, trailers** or vans;
  - c. overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
  - d. **Breakdowns** in **Europe** caused by running out of oil or water, frost damage or rust or corrosion.
21. **We** will not cover any repairs which are not essential in order to continue the **journey**.
22. **You** must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**;
23. How **we** calculate the exchange rate:
  - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;
  - b. Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:
    - i. at the exchange rate used by **your** credit or debit card provider; or
    - ii. at the exchange rate used by **us** when **we** receive **your** claim form if **you** paid in cash
24. If **your vehicle** needs to be repaired following a **breakdown**, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide service under section E3 (Onward Travel) or section E4 (Getting your vehicle home).

### Additional benefits

The following are provided at no additional charge:

#### 1. Service in the Republic of Ireland

Please note: This service is only provided if **your home** address is in Northern Ireland and as an alternative option to **your** European breakdown cover under Section E.

If the **vehicle** has **broken-down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside). If **we** are unable to repair **your vehicle** at the roadside, **we** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

#### 2. Urgent Message Relay

If **your vehicle** has **broken-down** and **you** need to get in touch with friends and family urgently, **we** will get a message to them for **you**.

#### 3. UK Replacement Driver

If **you** suddenly or unexpectedly fall ill or are injured, during a journey in the **UK** and no one within **your** party can drive the **vehicle**, **we** may be able to provide **you** with a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service. **We** will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

### Additional services

**We** can provide additional services that are not included in DS Assistance but **we** will charge **you** for these, for example to:

- Purchase the parts **you** need to get on **your** way;
- Pay for **specialist resource** to complete the recovery or repairs;
- Extend the hire time for a replacement car;



- Attend a **self-induced fault** not covered under section F; or
- Arrange a second or extended recovery.

**We** will agree these costs up front and will need full payment before **we** can help. **You** will be responsible for any additional charges.

### Misuse of service

**You** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** in the future;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to you under DS Assistance with immediate effect;
4. Immediately cancel this cover; and
5. Refuse to sell any policies or services to **you** in the future.

### Changes to your details

**You** must let **us** know immediately if **you** need to change **your** details.

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

### Complaints

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

	Phone	In writing
Breakdown Complaints	0330 159 0339	DS Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN  breakdowncustomercare@rac.co.uk