



Breakdown protection from
the UK's most experienced
breakdown recovery provider

When you agree to pay the additional fee, the Customer Protect warranty will include Customer Protect Assist attended by the RAC.

As the UK's most experienced breakdown recovery provider, the RAC dedicated patrol network has been providing exceptional service to motorists like you for over 119 years.

The RAC offers you more. The RAC assisted at 2.2 million breakdowns in 2015 and their patrols repair vehicles on average within 30 minutes at the roadside. So if you need to call them, it won't be long until you're moving again.

To enjoy worry-free motoring for up to three years, get protected with Customer Protect Assist attended by the RAC.



Recovery (includes Roadside)

We'll take you, up to seven passengers and your car to the nearest approved garage for repairs. If the car can't be fixed or if there is no garage nearby, they will arrange for your vehicle, you and up to seven passengers to be transported to a destination of your choice.



At Home (includes Roadside and Recovery)

An RAC Patrol will be despatched to your home address or within a 1/4 mile radius. Attempts will be made to repair your vehicle on the spot. If a repair is not possible they will transport your vehicle to the nearest approved repairing garage.



CUSTOMER PROTECT ASSIST

Complies to



MOTOR INDUSTRY
CODE OF PRACTICE
Vehicle Warranty Products



APPROVED CODE
TRADINGSTANDARDS.UK



SMMT and the SMMT logo are registered trademarks of SMMT Limited and are used with their permission.



Administered by: AutoProtect Administration Limited.

AutoProtect Administration Limited is registered in England with company number 05283776.
Registered address: Warwick House, Roydon Road, Harlow, Essex CM19 5DY.

Attended by the **RAC**

TERMS AND CONDITIONS



UNDERSTANDING YOUR PRODUCT

Please read this document carefully and make sure you understand and fully comply with its terms and conditions, failure to do so may jeopardise any request for assistance and could lead to the Agreement becoming void. Please ensure you keep this document with Your Recovery Schedule issued at the time of purchase in a safe place, so you can refer to it again should you need to.

This is a dynamic emergency assistance service designed by experts to suit You. Customer Protect Assist, administered on Our behalf by the RAC, operates a 24 hour, 365 days-a-year service for You to telephone should Your Vehicle experience a Breakdown.

The RAC Rescue Controllers are trained to the highest degree and are backed by the latest computer technology and mapping facilities together with a fully trained network of Recovery Operators throughout the United Kingdom.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Agreement and will appear with a capital letter. For ease of reference these definitions have been placed in alphabetical order.

Administrators means:

- Sales and Marketing: AutoProtect Administration (Customer Protect), Warwick House, Raydon Road, Harlow, Essex, CM19 5DY
- Customer Protect Assist Administered by the RAC RAC Motoring Services, Great Park Road, Bradley, Stoke, Bristol, BS52 4QN.

Breakdown means the vehicle is inoperative, is unsafe to drive and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a road traffic accident, fire, flood, theft or act of vandalism. A component failure (e.g. oil-conditioning failure) in itself does not constitute a breakdown unless it causes the vehicle to cease to function as a whole. Illumination of a vehicle's warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, you will need to make your own way to a place of repair and any breakdown cover under this policy will not apply.

Geographical Limits means United Kingdom, Guernsey, Jersey and the Isle of Man.

Indemnity / Indemnified means reimbursement in respect of agreed costs or expenses incurred as a result of a breakdown.

Introducer / Dealer means the party, person or company who has arranged this assistance on Your behalf.

Recovery Schedule means the signed form and declaration which contains details of the Vehicle, the Period of the Agreement and any additional information provided by You or on Your behalf to Us, in support of Your application for assistance benefits. Please check that the information contained in the Recovery Schedule is correct and that it meets Your requirements. If it does not, please contact the Introducer or Dealer who arranged this assistance for You, or Customer Protect.

Vehicle means the Vehicle as specified in the Policy Schedule which is no greater than: 6.4 metres (21ft) long, 2.55 metres (8ft 4") wide, 3 metres (9ft 8") high and 3,500kgs gross vehicle mass (GVW).

You / Your / Yourself means the person named in the Recovery Schedule.

Roadside Assistance and Recovery

If the Vehicle suffers a Breakdown, this includes running out of fuel, help will be sent to the scene of the Breakdown and We will pay call out fees and mileage charges needed to repair or assist with the Vehicle. If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle at the roadside the Recovery Controller will assist in the following way:

- Arrange for Your Vehicle, You and up to seven passengers to be recovered to the nearest approved garage for repairs.
- Arrange for the transportation of the vehicle and transportation of you and up to seven passengers to a single destination of your choice.
- If the above is not possible at the time of the Breakdown they will arrange for the Vehicle, You and up to seven passengers to be transported to Your home address or original destination.

At Home

A Recovery Operator will be despatched to Your home address or within a quarter mile radius. Attempts will be made to repair Your Vehicle on the spot. If a repair is not possible they will transport Your Vehicle to the nearest approved repairing garage.

Caravans and Trailers

If the Vehicle suffers a Breakdown and Your caravan/trailer is attached, providing it is fitted with a standard towing hitch and does not exceed 7.0 metres (23 feet) in length, Your caravan/trailer will be recovered with the Vehicle at no extra cost.

Message Service

The RAC will relay urgent messages to the driver's immediate relatives or close business associates if the vehicle cannot be driven because of Breakdown or a road traffic accident in the territory during a journey during the period of cover.

WHAT TO DO IF YOU BREAKDOWN

If the Vehicle breaks down, please call the 24 hour Control Centre on: **0330 159 1374**

(This telephone number is strictly for rescue purposes only). The Rescue Controller will assist You professionally, sympathetically and deal with Your request quickly.

Please have the following information ready to give to the Rescue Controller, who will use this to validate Your policy. Tell them:

1. The driver's name
2. The vehicle registration number
3. The make and model of the vehicle
4. The exact location of the vehicle
5. The driver's contact number

Remember

Please call us back if the vehicle gets going before the RAC patrol or RAC contractor arrives.

Only accept help from the RAC patrol or RAC contractor that has been sent to assist the vehicle by the RAC.

Guard Your safety at all times but remain with or nearby the Vehicle until the RAC patrol or RAC contractor arrives. Once the RAC patrol or RAC contractor arrives at the scene please be guided by his/her safety advice.

If the Police are present please advise them that you have contacted Your recovery service or give them the telephone number to call on Your behalf.

ABOUT YOUR AGREEMENT

We will provide the benefits as stated in this document. Your Recovery Schedule, issued at the time of purchase, which includes the signed declaration and the undertaking to pay the monies due and forms part of the agreement.

This document contains details of the Agreement You have selected, what is excluded from the benefits and the conditions of the Agreement.

If Your Vehicle suffers a Breakdown at home or during the course of a journey service will be provided. We will provide cover for any Breakdown and any costs involved with the roadside assistance or recovery to a local garage during the Period of the Agreement and within the Geographical Limits defined.

Your legal rights

The Agreement provided is in addition to Your legal rights under the Consumer Rights Act 2015 and is not to be substituted for the supplier's liability if repairs, or replacement parts fitted to the Vehicle, are found to be unfit for the purpose for which they were intended, or are not as described or are not of satisfactory quality.

Authorised Users

The Vehicle is protected whilst it is being used by any authorised person within the Geographical Limits. In respect of At Home, this is restricted to the home address registered with Customer Protect Assist.

Limit of Indemnity

The maximum that will be paid under this Customer Protect Assist for any one Breakdown will be £1,000 inclusive of VAT, with the total aggregate amount being up to the purchase price of the vehicle shown on the agreement schedule.

Change of details

Customer Protect Assist only covers the Vehicle registered on the RAC database, therefore any change must be notified immediately in writing to Customer Protect. Please include Your Agreement type and number, make and model of Your Vehicle, and the date You wish this to be effective. If You do not notify Customer Protect of the change the RAC may not be able to assist You.

IMPORTANT NOTE

Details of Your Customer Protect Assist Agreement may not reach RAC by the time assistance is required. In this unlikely event, they will always assist customers, but before the agreement can be validated, they will ask the driver to provide their credit card details. When confirmation of the agreement has been received, the credit card details will be destroyed immediately. If a Breakdown Agreement is not valid, payment for the service will be deducted from the credit card. A receipt of payment will be forwarded to You to claim back the costs if you have evidence of a valid product. Please contact the Introducer or Dealer if you have any questions concerning this procedure.

Please note: Any repairs undertaken by a Recovery Operator at their premises are provided under a separate contract, which is between You and the garage.

EXCLUSIONS

This product does not cover the following:

1. Assistance due to an accident, fire, theft or vandalism or other incident normally covered by a motor insurance policy. Assistance can be arranged if You agree to pay for the service provided. (You may be able to recover these costs under the terms of Your motor insurance policy).
2. Any caravan/trailer being towed where the total length exceeds 7.0104 metres (23 feet) and where it is not attached to the Vehicle with a standard towing hitch.
3. Vehicles not registered as having Customer Protect Assist.
4. Any costs or expenses not authorised by the Rescue Controller.
5. The cost of food, drinks, telephone calls or other incidents.
6. The cost of alternative transport other than to Your destination or home.
7. The cost of fuel, oil or insurance for a hire vehicle.
8. The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the Breakdown within a reasonable time. If recovery takes effect You are entitled to recovery to only one address in respect of any one Breakdown.
9. Breakdowns caused by failure to maintain the Vehicle in a roadworthy condition including maintenance or proper levels of oil and water. If, in the opinion of the Recovery Operator, the Vehicle is found to be unworthy due to lack of maintenance,

unless servicing records can be provided, we may terminate Your agreement immediately, notifying You by letter as to what action We have taken.

10. Any request where service cannot be effected because the Vehicle does not carry a serviceable spare wheel and locking wheel nut and/or manufacturer approved emergency floor fill kit.
11. Any request for service if the Vehicle cannot be reached due to snow, melt, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
12. Any request for service if the Vehicle is being used for commerce, commercial driving or tuition, hire or reward, (for example, taxis, self-drive hire or driving schools) delivery courier, or is over 3500kg gross weight, or used in any sort of rally, speed testing, racing or any kind of competition or trial other than "Treasure Hunts".
13. Overloading of the Vehicle or carrying more passengers than it is designed to carry.
14. Claims not notified prior to expenses being incurred.
15. Loss or damage to the Vehicle or its contents.
16. The charges of any other company (including police recovery) other than a Recovery Operator appointed and authorised by the RAC.
17. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
 - d. Any fraud or fraudulent claims.
18. Failure to comply with requests by The RAC or the Recovery Operators concerning the assistance being provided.
19. Fines and penalties imposed by the Police or Courts.
20. Any charges where You, having contacted the Rescue Controller, effect recovery or repairs by other means.
21. Ferry and toll charges.
22. Any claims relating to non standard, customised or modified Vehicles unless declared and agreed with Us prior to taking the Agreement.
23. Any service or insurance cover where remedial action has not taken place following a previous Breakdown.
24. We will not cover any claim made for a Breakdown that occurred prior to the start date.
25. More than five callouts per policy per year.
26. We will not provide Recovery to more than one destination
27. Replacement Vehicle – We will not provide specially adapted vehicles or any other vehicle other than the equivalent of a small hatchback.

GENERAL CONDITIONS

1. We will provide benefits if:
 - a. You have met all the terms and conditions within this product.
 - b. The information provided to Us, as far as You are aware, is correct.

2. The Agreement is not transferable to any other vehicle.
3. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
4. We will not be held liable for any costs incurred if You are unable to make a connection to the contact telephone number provided.
5. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
6. We may cancel the Agreement by sending seven days notice to Your last registered address.
7. Customer Protect Assist Administered by the RAC is administered by the RAC. Should You wish to contact them, please send Your correspondence to: Customer Protect Assist administered by the RAC c/o RAC Motoring Services, Great Park Road, Bradley, Stoke, Bristol, BS52 4QN.

LAW

The Agreement will be governed by the laws of England and Wales.

CANCELLATION

Should You cancel this Agreement, there is no surrender value and no monies paid will be refunded.

THEIR PROMISE TO YOU

The RAC aims to provide a high standard of service. Please contact them if You feel they have not achieved this and they will do their best to rectify the problem immediately. If you are still not satisfied, please refer to the Customer Service/Complaints procedure.

CALL RECORDING

To help provide a superior service Your telephone calls may be recorded for training purposes.

CUSTOMER SERVICE / COMPLAINTS

Any enquiry or complaint regarding this Agreement should be addressed to: AutoProtect Administration (Customer Protect), Warwick House, Raydon Road, Harlow, Essex, CM19 5DY. Telephone: 01279 456 500.

Please quote Your Agreement type and number in all correspondence.

Alternative Dispute Resolution

APA will contact You within five days of receiving Your complaint to inform You of what action they are taking. They will try to resolve the problem and give You an answer within four weeks. If it will take them longer than four weeks, they will tell You when You can expect an answer.

If they have not given You an answer in eight weeks or You have received Your final response from them and You are still not satisfied, You can refer your complaint to the Motorcodes Advisory and Conciliation Service (MACS). We recommend you call their Consumer Advice Line on 0800 692 0825 or submit your enquiry online at www.motorcodes.co.uk

If MACS is unable to resolve the matter you may refer your case to their legally binding arbitration service.

This procedure will not prejudice Your right to take legal proceedings.