

BREAKDOWN COVER

Provided by the RAC

John Lewis
FINANCE



Who to call

These are all of the numbers that **you** and/or a **driver** will need in the event that **your car** has **broken down** or **you** and/or a **driver** need to make any other **claim** under **your breakdown cover**.

Broken down in the UK

From a mobile	03301 598 702
Free phone (from a landline)	03301 598 702
For claims in the event of a road traffic accident in the UK	03300 240 613

Customers with hearing difficulties

Customers with hearing difficulties can contact **RAC** using a Text Phone and prefix the relevant number with 18001 to be connected to Tynetalk or use the SMS facilities on 07855 828282. The Tynetalk facility is not available outside of the UK. To contact **RAC** from **Europe**, text +447855 828282.

Checklist

Certain information is required when calling to make a **claim**:

- The **driver's** name
- The vehicle registration number
- The make and model of **your car**
- The **driver's** contact number
- The nature of the fault

Remember

1. Please call **us** back if **your car** gets going before the **RAC** patrol, **service provider** or **contractor** arrives.
2. Only accept help from the **RAC** patrol, **service provider** or **contractor** that has been sent to assist **your car** by us.
3. Don't go directly to a garage (even an **RAC** appointed one); **we** will not reimburse **you** if **you** or a **driver** has had to pay for help which was not arranged by us.
4. Recovery can only be arranged by us.

For reimbursement of payments made by you or a driver under this Policy please submit proof of payment to us at:

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

Telephone charges

Please note the **RAC** 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. 033 numbers are charged at national call rates and usually included in inclusive minute plans.

In Europe - Roaming fees may apply when making or receiving calls, please contact **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

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Important information about your cover

Thank **you** for choosing **Breakdown Cover** by **John Lewis Finance**. This is **your breakdown cover** for **your car**. This policy document contains the terms, conditions, the general conditions and exclusions that apply for all cover types. The **drivers** must meet these conditions or **we** may not provide the **breakdown cover**.

Please read this policy document carefully to check the cover **you** have chosen and to ensure it meets **your** demands and needs.

Please log in at www.johnlewisfinance.com/carinsurance for an electronic copy.

This policy document is the contract of insurance between **you** and RAC Motoring Services in respect of the cover provided under Sections A, B, & C and between **you** and RAC Insurance Limited for Section D.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy document and **your car** insurance **policy schedule**) and other information relating to this contract will be in English.

Law

Unless **we** agree otherwise, English Law will apply to the contract of insurance. All documents and communication will be in English.

Your terms and conditions

Cover

Your breakdown policy covers **your car** which is being driven by any **driver** with a full, valid driving licence during the **period of cover**. If **you** are a provisional licence holder, **you** must comply with the terms of the provisional licence. This **breakdown cover** can only be used for **your car** (as detailed on **your policy schedule**) and cannot be used for any other vehicle. **You** and each **driver** must comply with the applicable terms and conditions of this policy. Any failure of **you** or a **driver** to do so may impact on **your** rights under this **breakdown cover**, including whether **you** can make a **claim**. **You** should ensure that each **driver** is made aware of this as well as the level of cover that applies. If **you** would like to change **your car** covered under **your breakdown cover**, please see changes to **your** details in this policy document.

Reimbursement of payments

Where **we** state in this policy that **we** will reimburse **you** or the **driver** for certain sums as part of the cover, such reimbursement will be made to the relevant claimant following receipt of a claim form (which is available on request from breakdowncustomercare@RAC.co.uk) and proof of payment.

In certain circumstances, **we** may be able to arrange the benefits and pay such covered amounts on **your** or the **driver's** behalf, and will notify **you** or the **driver** of this at the time of making the claim.

Period of cover

Your breakdown cover provides cover for the **period of cover** as set out in **your policy schedule**.

Important information about your cover

Additional services provided by the RAC

If the **driver** requires additional services that are not covered under **your breakdown cover**, **we** may be able to arrange appropriate additional services at the **driver's** request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of **your car**;
2. Receive specialist services to complete a repair of **your car**;
3. Receive **road traffic accident** assistance in the **territorial limits**;
4. Provide any other services that may be available for an additional cost, as stated in this document.

The charge for any additional service provided or arranged by **us** will be agreed with **you** or the **driver** when the service is requested and before any costs are incurred.

Definitions

Certain words in this policy document have special meanings. These words and their meanings are listed below and apply wherever they appear within the relevant context.

Beyond commercial economical repair

Where the total cost required to repair **your car**, including any taxes, is greater than the UK **market value** of **your car**. If **your car** has **broken down** or had a **road traffic accident** in **Europe**, the total cost required to repair **your car** will be based on the estimate for repair provided by the **service provider** in the applicable country in **Europe** where the **breakdown** or **road traffic accident** has occurred;

Breakdown/break down/broken down

Your car 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 (in the **territorial limits**), theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a **breakdown** unless it causes **your car** to cease to function as a whole. Illumination of **your car'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 document will not apply;

Breakdown cover

This **Breakdown Cover** by **John Lewis Finance** policy that is subject to the terms and conditions in this policy document;

Business use

The use of **your car** for the purpose of hire and reward;

Car

The vehicle specified on **your car** insurance **policy schedule**. This means the vehicle **you** are driving and whose name and vehicle registration have been provided to **us** by **John Lewis Finance** which complies with the following specifications:

For the purpose of all Sections other than Section D:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	5.5 metres (18ft) including tow bar	2.3 metres (7ft 6in)	3.0 metres (9ft 8in)

For the purpose of Section D:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (18ft) including tow bar	2.3 metres (7ft 6in)	3.0 metres (9ft 8in)

Motorcycles and mobility scooters are not covered under **your breakdown cover**.

Caravan / trailer

Means any **caravan** or **trailer** that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.6 metres (18ft) including tow bar	2.3 metres (7ft 6in)	3.0 metres (9ft 8in)

Claim/call out

Any request for service or benefit or for cover under **your breakdown cover**;

Contractor

Any person appointed by the **RAC** to provide certain **breakdown** assistance services on **our** behalf;

Definitions

Certain words in this policy document have special meanings. These words and their meanings are listed below and apply wherever they appear within the relevant context.

Customer/you/your

The owner of **your car** and any other person driving **your car** with the owner's consent and that is permanently resident in the **territorial limits**;

Driver/their/they

Any **driver** of **your car** (including **you**) at the time a **breakdown** occurs who is authorised by **you** to be driving **your car** and is permanently resident in the **territorial limits**;

Effective date

The date that this **breakdown cover** policy begins as shown on the **your policy schedule**;

Emergency service

The police, fire, emergency medical service, the army or the highways agency traffic officer service;

Europe

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, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in **Europe**) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

Expiry date

The date that **your breakdown cover** policy ends as shown on the **your policy schedule**;

Home

The address in the **territorial limits** where **you** permanently live;

Journey

A holiday or trip in **your car** to **Europe** which begins on departure from the **home** and ends on return to the **home**;

Market value

The **market value** in the **territorial limits**, as reasonably determined by **us** in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of **your car** based upon a vehicle of the equivalent age, make, recorded mileage and model as **your car**;

Modified vehicle

Any vehicle that has been modified from the manufacturer's specifications;

Period of cover

The period from the **effective date** to the **expiry date** (as shown on the **your policy schedule**);

Policy schedule

This forms part of the **car** insurance policy with **John Lewis Finance** and contains details of **you** and **your car** and particular features of the insurance. If **you** have purchased **breakdown cover**, this will be detailed on **your policy schedule**;

Premium

The basis upon which services will be provided under **your breakdown cover** charged by way of an insurance **premium** which is subject to Insurance Premium Tax (IPT) at the current rate;

Definitions

Certain words in this policy document have special meanings. These words and their meanings are listed below and apply wherever they appear within the relevant context.

RAC/we/us/our

RAC Motoring Services in respect of all cover types apart from European Motoring Assistance, and in respect of the additional services provided by the **RAC** and RAC Insurance Limited in respect of European Motoring Assistance and each of its authorised agents;

RAC patrol

A technician employed by the **RAC**;

Repatriation

Transportation of **your car** from the place of the **breakdown** or **road traffic accident** or the local repairer in **Europe** to **your home** or a repairer in the **territorial limits**;

Road traffic accident

A traffic accident involving a vehicle within the **territorial limits** or **Europe**;

Road traffic acts

Any Acts of Parliament, laws, rules or regulations, which govern the driving, the use or maintenance of any motor vehicle in the **territorial limits**;

Service provider

Any garage, **breakdown/recovery** company, repairer, **car** hire company and other third party **service provider** in **Europe**. These **service providers** are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of service providers;

Specialist equipment

Equipment that is not normally carried by **RAC** patrols, **service providers** or **contractors** to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment;

Territorial limits

The **United Kingdom**, Jersey, Guernsey and the Isle of Man;

United Kingdom

England, Scotland, Wales and Northern Ireland.

Your cover

There are four options of **breakdown cover**, these are:

- A. Roadside
- B. Recovery
- C. At Home
- D. European Motoring Assistance

Please refer to **your policy schedule** which sets out what level of **breakdown cover** you have chosen. The following terms and conditions apply dependent on the cover shown on **your policy schedule**.

A. Roadside

Your **Breakdown cover** includes cover for Roadside subject to the terms and conditions below.

What we can cover you for

If **your car** has **broken down** in the **territorial limits** or the Republic of Ireland during the **period of cover**, **we** will provide an **RAC patrol** or a **contractor** to either:

1. Repair **your car** at the roadside; or
2. If **we** are unable to permanently repair **your car** at the roadside (within a reasonable time), **we** will decide, based upon **our** technical expertise in **breakdown** situations, either to provide a temporary repair to the **broken down car** at the roadside or transport the **broken down car** (and any **caravan** or **trailer** attached to it) to a single destination chosen by the **driver** within 10 miles of the **breakdown** as measured by us. **We** will only transport the **caravan** or **trailer** if **your car** has **broken down**.

If **we** transport the **broken down car** (and any **caravan** or **trailer** attached to it) to a destination of **your** or the **driver's** choice, **we** will either:

1. Provide transport for the **driver** and up to seven passengers, of the **broken down car** to that chosen destination. If more than five people require transportation, **we** may need to provide transport in separate vehicles;
2. If **you** or the **driver** choose for **us** to transport **your car** to a garage, **we** will reimburse the **driver's** taxi fare for a taxi **journey** to a destination up to 20 miles from the garage for the **driver** and up to seven passengers of the **broken down car** as long as this is agreed with **us** in advance. In order to claim a reimbursement of the taxi fare, **you** must send the receipt for the taxi **journey** to **us** at the **Breakdown** Customer Care address shown on page 1.

A. Roadside continued

What we can't cover you for

1. Any **breakdown** within a $\frac{1}{4}$ of a mile of the **driver's home** as measured by us;
2. Transportation that is not arranged with the **RAC patrol** or the **contractor** when **they** are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **contractor** has left **your car**;
3. Any labour costs other than that incurred at the roadside including, without limitation, garages.
4. The cost of any parts (including batteries) required by **us** to repair **your car** are not covered under this Section A. If the **RAC patrol** or **contractor** has the required parts **you** or the **driver** can purchase the relevant parts from **us** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences;
5. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **your breakdown cover**;
6. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised **you** or a **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs;
7. Any **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown** assistance for that fault and advised **you** or a **driver** to replace the battery but the battery has not been replaced;
8. Any attendance at the **breakdown** of a **caravan** or **trailer** is not covered under **your breakdown cover**, but such service may be available at an additional cost;
9. Assistance in a medical emergency;
10. Any **car** that is already at a garage or other place of repair;
11. Any **car** in a position where **we** cannot work on it or tow it, or wheels have been removed. **We** can arrange to rectify this but the **driver** will have to pay the costs involved.
12. **Breakdowns** which would be prevented by routine servicing of **your car**;
13. Servicing or assembly of **your car**.

B. Recovery

Where Recovery is included in **your breakdown cover** it is subject to the terms and conditions below.

What we can cover you for

If **your car** has **broken down** in the **territorial limits** during the **period of cover** and following an **RAC patrol** or a **contractor** attending the **breakdown** and not being able to repair **your car** locally within a reasonable time, **we** decide to recover **your car** in accordance with the cover under Section A, **we** will transport **your car** (and any **caravan** or **trailer** attached to it) and the **driver** and up to seven passengers, of the **broken down car** to a single destination within the **territorial limits** chosen by **you** or the **driver**. If more than five people require transportation, **we** may need to provide transport in separate vehicles.

You can use a recovery service if the **driver** becomes ill during a **journey** in the **territorial limits** and the **driver** cannot continue the **journey** as the **driver** has no one in the party of people travelling with the **driver** who can drive **your car**. **We** may ask the **driver** to provide written confirmation from the treating hospital or medical expert that **they** are unfit to drive and prove **they** are the only viable **driver** in **their** party.

What we can't cover you for

1. Recovery that is not arranged with the **RAC patrol** or **contractor** when **they** are dealing with the **breakdown**. Recovery cannot be requested after the **RAC patrol** or the **contractor** has left **your car**;
2. Recovery to more than one destination;
3. Any **breakdown** within a $\frac{1}{4}$ of a mile of **your home** as measured by us;
4. Where **we** can demonstrate that the recovery service as set out in this Section B, is being used by **you** and/or the **driver** to avoid the cost of repairing **your car**;
5. Any recovery required as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised **you** or a **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs;
6. Any recovery required as a result of a **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown** assistance for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
7. Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of **your car** **we** will not provide recovery over 10 miles where no serviceable spare tyre is carried by **your car** or no suitable alternative (as recommended by the manufacturer) is available.
8. Assistance if the **driver** becomes ill during a **journey** in the **territorial limits**, or in any other medical emergency, if the **driver** is safely able to continue **their journey**, including where anyone travelling with the **driver** is able to drive **your car**;
9. Any recovery required due to the **breakdown** of a **caravan** or **trailer** is not covered under **your breakdown cover**, but such service may be available at an additional cost;
10. If **your car** suffers a **breakdown** as a result of a mis-fuel **we** will not recover **your car** under this Section B. **We** may be able to repair **your car** and/or arrange a recovery of **your car** to another location for an additional cost;
11. Any **car** that is already at a garage or other place of repair; or
12. A second recovery where the original recovery destination could not accept **your car** due to their opening hours or other restrictions.

C. At Home

Where At Home is included in **your breakdown cover** it is subject to the terms and conditions below.

What we can cover you for

If **your car** has **broken down** in the **territorial limits** during the **period of cover** within a $\frac{1}{4}$ of a mile of the **driver's home** as measured by us, **we** will provide an **RAC patrol** or a **contractor** to either:

1. Repair **your car** at the roadside or the **home**; or
2. If **we** are unable to permanently repair **your car** at the roadside or at the **driver's home**, **we** will decide, based upon **our** technical expertise in **breakdown** situations, either to provide a temporary repair to **your car** at the roadside or transport the **broken down** vehicle (and any **caravan** or **trailer** attached to it) to a single destination chosen by the **driver** within 10 miles of the **breakdown** as measured by us. **We** will only transport the **caravan** or **trailer** if **your car** has **broken down**.

What we can't cover you for

1. Transportation that is not arranged with the **RAC patrol** or the **contractor** when **they** are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **contractor** has left **your car**;
2. Reimbursement for any taxi fares to transport the **driver** and any passengers from the **home** or the place of the **breakdown**;
3. The cost of any parts (including batteries) required by **us** to repair **your car** are not covered under this Section C;
4. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **your breakdown cover**;
5. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised **you** or the **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these further repairs;
6. Any **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown** assistance for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
7. If **your car** suffers a **breakdown** as a result of a mis-fuel **we** will not recover **your car** under this Section C. **We** will only recover **your car** to a garage within 10 miles of the **breakdown**. The **RAC** may be able to repair **your car** and/or arrange a recovery of **your car** to another location which will be for an additional cost;
8. Any **car** that is already at a garage or other place of repair;
9. Servicing or assembly of **your car**; or
10. Assistance in a medical emergency.

D. European Motoring Assistance

Where European Motoring Assistance **your breakdown cover** it is subject to the terms and conditions below.

Who to contact

Broken down or had an accident in France or Monaco	
Free phone (from a landline)	0800 290 112
Pay call (from a mobile)	00 33 472 43 52 55
Broken down or had an accident in Europe*	
Calling from Europe (from a landline)	00 33 472 43 52 55
Calling from Republic of Ireland (ROI)	1 800 535 005
*(Please replace the 00 at the beginning with 820 when in Belarus or Russia)	
To request a claim form or for repatriations	
Telephone	0330 159 0342
Email	breakdowncustomer@rac.co.uk

Or you can write to:

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

Telephone charges

Call charges may apply. Please check with **your** telephone provider. Please note that **we** do not cover the cost of making or receiving telephone calls. Calls may be recorded and/or monitored.

Breakdown on a motorway in Europe

If **your car** experiences a **break down** or is in a **road traffic accident** on a motorway in **Europe** **we** advise the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a **breakdown** recovery vehicle. If **they** will not send a **breakdown** recovery vehicle, then contact us.

Motorways in France are privately managed, so in the event of a **break down** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones as **we** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. **We** will cover these charges as long as **your car** is towed to the recovery company's depot. If **your car** is towed from a motorway, contact **us** as soon as possible and, if **your car** has not been repaired, **we** will arrange for ongoing cover under **your breakdown cover**.

What you will need to take with you

To ensure **we** can provide the services contained within this Section D, European Motoring Assistance, the **driver** will need to make sure that **they** have the following original documents with them when **they** are on a **journey**. If a **driver** does not have these documents **we** may not be able to provide assistance:

1. Credit or debit card (required if a **driver** needs to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from the **RAC**)*;
2. Full UK Driving licence (including paper counterpart if photo **car** licence);
3. Proof of **your breakdown cover** (such as **your policy schedule**);
4. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the vehicle on the **journey**.

* Some suppliers may require a credit card. It cannot be guaranteed that a debit card will be accepted by all suppliers.

D. European Motoring Assistance

Important car hire information relating to Sections D1 and D3

We cannot guarantee that **we** will be able to arrange a hire car equivalent to **your car**. If the **driver** is 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 the party. Otherwise **we** will arrange alternative means of transport. Car hire arranged under this Section D will be subject to the normal conditions of the hiring company. **We** use reputable car hire companies with market standard terms and conditions which the **driver** must fully comply with. The **driver** must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). The **driver** must present **their** driving licence to the hire company and in the case of a photo card licence it must be accompanied by the paper counterpart.

The **driver's** valid credit or debit card details will also be required by the hire company and the card must be presented to the hire company as security for the hire and to cover extras such as top up of the fuel tank when returning the hire car.

The **driver** will need to collect a hire car from the nearest available place of supply. If this is the case, **we** will provide transportation to the place of supply subject to these terms and conditions.

If the **driver** leaves a hire car at a different location to the one arranged by **RAC, you** or the **driver** must pay the hire car company any additional charges which may be made and any additional cost relating to the rental.

Collision Damage Waiver (CDW). Please note that many car hire companies across **Europe** charge a damage excess which is not covered by the CDW. This means that if the car is damaged during the hire period the **driver** could be liable for the first portion of the cost, which is likely to be over £150, and have **their** credit or debit card charged. In some cases the amount could be much higher and varies according to the hire company, category of hire car and location. The CDW covers the amount above the excess.

Most hire car companies will not permit their hire car to cross certain national borders. It may be necessary to arrange multiple hires or additional transport in order to complete the **journey** within the limits of this cover. A car hired abroad must not be brought into the **territorial limits**. A second car hire will be arranged for the **territorial limits** part of the **journey**. Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding the ferry. Passengers may be required to travel as foot passengers to the **territorial limits** where the **driver** will collect any necessary onward transportation.

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 or automatic gearbox and cannot guarantee the hire of minibuses or vans.

While **we** use a range of reputable car hire companies, **we** cannot guarantee that a hire car will be immediately available or in time to connect with any pre-booked ferry, train or other transport. If this is the case, **we** will provide the **driver** with a hire car as soon as possible (if a hire car is still required).

Caravans and trailers

We do **our** best to find solutions to motoring problems, but **we** regret that, **we** cannot arrange a replacement **caravan** or **trailer**. It is also virtually impossible to hire vehicles with tow bars so the **driver** may need to leave the **caravan** or **trailer** with **your car** while it is being repaired and it may become necessary to repatriate the **caravan** or **trailer** together with **your car**, if **your car** cannot be repaired abroad by the return date.

Please note that cover is not available for **breakdowns** or **road traffic accidents** suffered by **caravans** or **trailers** and **we** will only recover or repatriate a **caravan** or **trailer**, subject to the dimension limitations at page 6 under Definitions, if **your car** towing such **caravan** or **trailer** has **broken down** or suffered a **road traffic accident**. **We** may be able to provide services to a **broken down trailer** or **caravan**, but such service will only be provided at an additional cost.

D. European Motoring Assistance

Motor insurance and vehicle warranty

Cover under this Section D does not replace **your car** insurance policy. We strongly recommend you tell **your** motor insurer, John Lewis Finance, before taking **your car** abroad. If you do not, **your car** insurance policy may only provide cover for damage caused to other people or their property. This means that there will not be cover for damage to **your car** (including damage caused by fire) or theft of **your car**. John Lewis Finance will also need to know if **your car** is towing a **caravan** or **trailer**.

If **your car** has a manufacturer's or other mechanical warranty, we will provide emergency assistance but you are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to prevailing conditions in that country. For example strike action may delay or prevent our service under this Section D. If this is the case, we will not be liable for any losses that the driver may suffer as a result of the disruption or unavailability of our services. To obtain current information on conditions in the countries you are travelling to please refer to the Foreign and Commonwealth office website at:

<https://www.gov.uk/government/organisations/foreign-commonwealth-office>

or email: TravelAdvicePublicEnquiries@fco.gov.uk

This Section D provides cover for journeys during the term of **your breakdown cover** policy, but each journey is limited to a maximum of 90 days and each journey must fall within the period of cover. We will not provide cover for a journey if **your car** will not return to the territorial limits within the period of cover. If the end of any journey will be outside the period of cover, you will need to renew the cover before the driver commences the journey. If however **your car** is due to return to the territorial limits within the period of cover but it is delayed due to a road traffic accident or **breakdown** that is covered by this Section D, we will provide cover for that journey.

The Sections of European Motoring Assistance

In the event that **your car** has **broken down** or has been in a road traffic accident, the RAC patrol, **contractor** or service provider that attends the **breakdown** or road traffic accident will carry out a preliminary fault diagnosis to confirm whether **your car** can be repaired within 12 hours and, if not, whether:

1. it can be repaired by the date that you or the driver originally planned to return to the territorial limits;
2. it requires repatriation to the territorial limits; or
3. it is beyond commercial economical repair.

The driver's request for **breakdown** or road traffic accident assistance will act as authorisation for us to arrange the fault diagnosis and determine the best course of action based upon our technical expertise in these situations.

Limits of cover

The cover under Section D is subject to an aggregate limit of £2500 per claim and is subject to the further limits of cover in respect of each type of cover.

D. European Motoring Assistance

The Sections of European Motoring Assistance (continued)

We will then discuss the preliminary fault diagnosis with the **driver** and determine which other benefits may be available under this Section D as a result of the claim. For example, if the repairs cannot be completed within 12 hours, **we** will discuss whether the **driver** would like **us** to arrange transport to continue the **journey** to the original destination (under Section D3) or arrange accommodation while the **driver** waits for the repair to be completed (under Section D5). These alternatives will be discussed with **you** or the **driver** at the outset so that the best course of action can be agreed. **We** will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, **we** will discuss this with **you** or the **driver** and determine if the benefits provided under this Section D should change as a result.

If **your car** cannot be repaired by the date that the **driver** originally planned to return to the **territorial limits**, and it is agreed to repatriate **your car** and the **driver** and the passengers, all other cover under this Section D will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate **your car** and **you** and the passengers.

We will pay the **RAC** patrol, **contractor** or **service provider's** fees to carry out the preliminary fault diagnosis of **your car**.

D1: Journey continuation in the territorial limits

What we can cover you for

If, during a **journey**, **your car** has **broken down** in the **territorial limits** on the outward **journey** from the **driver's home** and cannot be repaired within 24 hours, **we** will contribute up to £750 towards the cost of a hire car (including collision damage waiver and replacement Green Card as necessary) to enable the **driver** and passengers to continue the **journey**.

What we can't cover you for

1. Fuel and oil costs, personal insurance or any other extra costs.
2. The excess payable under any insurance for the hire car.
3. A hire car following a **road traffic accident** in the **territorial limits**.

Important to note

See page 14 for important information about hire cars arranged under this Section D.

D. European Motoring Assistance

D2: Roadside assistance in Europe

What we can cover you for

If **your car** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover**, we will, subject to the overall **claims** limit, pay for a **service provider** to either:

1. Repair **your car** at the roadside; or
2. If **they** are unable to permanently repair **your car** at the roadside, **we** together with the **service provider** will decide to either:
 - a. arrange for a temporary repair to **your car** at the roadside; or
 - b. arrange transportation of **your car** to a local repairer. Where **your car** has been recovered to a local repairer following a **breakdown** and the local repairer is able to repair **your car** on the same day as the **breakdown**, **we** will contribute up to the policy limit towards the local repairer's labour charges for repairing **your car**.

What we can't cover you for

1. Repair costs, including labour charges, if **your car** was in a **road traffic accident**.
2. If **your car** cannot be driven due to a **road traffic accident** in **Europe**, any damage which **you** or the **driver** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **Your** insurers must decide whether to authorise repairs abroad or have **your car** repatriated. **We** cannot repair **your car**.
3. Repair costs if, in **our** reasonable opinion, **your car** is beyond commercial economical repair.
4. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of **your car**, nor render it unsafe to drive.
5. The cost of any parts required to repair **your car**.
6. Repair costs not directly necessary to enable **your car** to continue the **journey**.
7. If **your car** suffers a **breakdown** as a result of mis-fuelling **we** will not repair **your car** (including not draining or removing the fuel). **We** will only recover **your car** to a local repairer. **We** may be able to repair **your car** and/or arrange recovery of **your car** to another location for an additional charge. Any further service under this Section D will not be provided.

Important to note

See page 13 for information on what the **driver** should do if **your car** breaks down or **you** have a **road traffic accident** on a motorway in **Europe**. If **your car** is being towed to a local repairer, **we** are unable to guarantee that the repair will be made immediately or outside opening hours. **We** will assist **you** in arranging the repairs to **your car**; however **you** will be responsible for paying for the repairs and ensuring **they** are carried out to **your** satisfaction.

D. European Motoring Assistance

D3: Journey continuation in Europe or return home

Cover under this Section D3 is not available if **you** benefit from additional accommodation expenses under Section D5.

What we can cover you for

If **your car** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section D2, **your car** cannot be repaired in accordance with Section D2 within 12 hours of the **breakdown** or **road traffic accident**, or is to be repatriated or is declared beyond commercial economical repair **we** will, subject to the overall **claims** limit, arrange and pay for either:

1. for the **driver** and passengers to continue **their journey**; or
2. for the **driver** and passengers to return **home** by a direct route.

In either case, the **driver** and passengers will be covered for:

1. A hire car (including collision damage waiver) up to 14 days per claim; or
2. Second/standard class rail or air travel; and/or
3. Local taxi fares authorised by **us** in advance.

Cover under this Section D3 will stop once **your car** has been repaired to a roadworthy condition and **you** or the **driver** has been notified. Once **you** or the **driver** are notified that this is the case, the **driver** must return any hire car to the place of collection of the hire car or can choose to keep the hire car an additional period to continue the intended **journey**, however all additional hire car costs are payable by **you** or the **driver** and will be charged to **your** or the **driver's** credit card.

What we can't cover you for

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the hire car.
3. The cost of any hire car after **you** or the **driver** being notified that **your car** has been repaired or is to be repatriated or is beyond commercial economical repair other than; for the **driver** and passengers to return **home** by a direct route.
4. First class rail and air fares.
5. The costs of meals or any other expenses.
6. The costs of hiring a motorcycle.
7. Any hire costs not arranged through or agreed by **RAC**.
8. Any costs during the receipt of any benefits under Section D5.

Important to note

See page 14 for important hire information about hire cars arranged under this Section D.

D. European Motoring Assistance

D4: Replacement parts dispatch.

What we can cover you for

If **your car** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section D2, **your car** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, **we** will, subject to the overall **claims** limit, (subject to availability) arrange the purchase of such replacement parts and arrange and pay for:

1. The freight, handling and ancillary charges for dispatch of the replacement parts to **your car** or an appropriate railway station or airport; and
2. If the parts are dispatched to a railway station or airport, the cost of one person to collect the parts from the railway station or airport if required.

What we can't cover you for

The cost of the parts, which must be paid for when **you** or the **driver** telephone **us** to arrange for the parts to be dispatched. **You** or the **driver** will be asked for credit card details and **we** will take payment before dispatch.

Important to note

1. **We** will arrange to dispatch parts as quickly as possible, but delays may occur at weekends and bank holidays so **we** cannot guarantee when these will arrive.
2. **We** will not be responsible for errors made by the manufacturers or suppliers of the parts.
3. **We** use a range of reputable suppliers to source replacement parts, however **we** cannot guarantee the availability of replacement parts, especially for older or specialist vehicles, for which parts may be impossible to locate.

D. European Motoring Assistance

D5: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from **Journey** Continuation under Section D3.

What we can cover you for

If **your car** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section D2 **your car** cannot be repaired within 12 hours of the **breakdown** or **road traffic accident**, **we** will, subject to the overall **claims** limit, arrange and pay a contribution of £30 per person per day towards additional, (not alternative) accommodation (room only) for the **driver** and the passengers in a hotel of **our** choice whilst waiting for **your car** to be repaired. **We** will also pay for local taxi fares authorised by **us** in advance between the place of repair and the accommodation.

What we can't cover you for

1. Any accommodation costs that the **driver** or the passengers would have otherwise incurred on the **journey**.
2. Any accommodation costs if the **driver** has alternative accommodation available for use.
3. Any accommodation costs once **you** or the **driver** have been notified that **your car** has been repaired, is to be repatriated or is beyond commercial economical repair.
4. The costs of meals or any other extra costs and expenses.
5. Any costs during the receipt of any benefits under Section D3.

D6: Replacement driver

What we can cover you for

If the only **driver** of **your car** in the party is declared medically unfit to drive by a registered doctor during a **journey** in **Europe** during the **period of cover**, **we** will, subject to the overall **claims** limit, arrange and provide a replacement **driver** to drive **your car** and the party to the **journey** destination or **your home**. Written confirmation from the treating hospital or medical expert that the **driver** is unable to drive will be required.

What we can't cover you for

1. A replacement **driver** if there is another qualified **driver** in the party who is fit and legally able to drive **your car**.
2. A replacement **driver** where the **driver** knows of a medical condition that may prevent them from driving **your car** before the **driver** commences the **journey** and there is no alternative **driver** within the party.
3. Any expenses which the **driver** or the passengers would have had to pay if the **driver** had not been declared medically unfit to drive.
4. More than one claim for a replacement **driver** per **journey**.

D. European Motoring Assistance

D7: Vehicle break in - emergency repairs

You should always contact **John Lewis Finance** first before calling **us** regarding any attempted theft or break in to **your car**.

What we can cover you for

In the event of damage to windows, windscreens or locks of **your car** caused solely by forcible entry or attempted forcible entry of **your car** in **Europe** during a **journey** during the **period of cover**, **we** will, subject to the overall **claims** limit, either provide cover for the cost of immediate emergency repairs to the damage to enable the **driver** to continue the **journey** or the cost of recovery of **your car** to a local repairer for repairs to be carried out, up to a maximum of £175.

You or the **driver** will need to pay these costs and claim them back from **us** by completing a claim form.

You or the **driver** must report the matter to the police before contacting **us** and must obtain a written report from the police.

You will need to provide a copy of the police report to **us** when **you** make **your** claim under this Section.

What we can't cover you for

1. Any costs if **you** or the **driver** do not report the matter to the police before contacting **us** or do not obtain a police report.
2. The cost of any parts required to repair **your car**.
3. Repair costs not directly necessary to enable **your car** to continue the **journey**.
4. Costs over £175.

Important to note

If there is a forcible entry or attempted forcible entry of **your car**, **you** can only claim under this Section. **We** will not provide any other benefits described in this Section D. Should the **driver break down** or be involved in a **road traffic accident** in the same **journey**, **we** will provide the relevant service in line with the relevant Section(s) of cover.

D. European Motoring Assistance

D8: Vehicle repatriation

What we can cover you for

If **your car** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section D2, **your car** cannot be repaired by the planned return to the **territorial limits**, **we** will, subject to the overall **claims** limit, arrange and pay for:

1. Storage of **your car** and any **caravan** or **trailer**, while awaiting **repatriation** by **us** in accordance with this Section; and
2. **Repatriation** of **your car** and any **caravan** or **trailer** by road transporter from the place of the **breakdown** or **road traffic accident** or the local repairer to **your home** or a repairer in the **territorial limits** chosen by **you**, providing the cost is not more than the **market value** of **your car**, **caravan** or **trailer**. If the cost of **repatriation** is more than this, **you** or the **driver** will have to pay the balance between the **market value** of **your car**, and any **caravan** or **trailer** on tow at the time of the **breakdown** and the cost of **repatriation** before service is provided.

If **your car** has been in a **road traffic accident** that is covered by **your car** insurance policy, **we** will follow **John Lewis Finance's** decision on whether to have **your car** repatriated. **John Lewis Finance** may alternatively decide to authorise repairs abroad or determine that **your car** is beyond commercial economical repair.

What we can't cover you for

1. Any storage charges or **repatriation** costs not authorised by **us** or while **we** are awaiting a decision from the motor insurer.
2. The cost of **repatriation** (including storage charges) if **we** determine (acting reasonably) that **your car** is beyond commercial economical repair.
3. The cost of **repatriation** (including storage charges) if **your car** is roadworthy.
4. Transportation costs for any personal belongings, valuables or luggage. Any items left with **your car**, **caravan** or **trailer** for recovery are left at the **driver's** own risk.
5. **We** are unable to transport any animals in **your car**, **caravan** or **trailer**. **We** cannot guarantee that **we** can arrange transport for any animal. Any onward transportation is at **our** discretion and solely at the **driver's** risk. **We** will not insure any animal during any onward transportation **we** may undertake.
6. Any repairs required to **your car** and associated costs following repatriation.
7. Any **repatriation** that is not authorised by **John Lewis Finance** if **your car** has had a **road traffic accident** covered by **your car** insurance policy.
8. Any cancelled **repatriation** as a result of **you** or the **driver** failing to leave keys for **your car**, **caravan** or **trailer** or keys for any roof box with **your car**, **caravan** or **trailer**.
9. Any claim if **your car**, **caravan** or **trailer** is being repatriated and customs in any country find its contents are breaking the law of that country.

If **you** have any enquires relating to **your repatriation** please contact **us** on 0330 159 0342.

D. European Motoring Assistance

D8: Vehicle repatriation - important information

Once **repatriation** is authorised by **us** it normally takes 8-14 working days for **your car, caravan or trailer** to be delivered from most countries in Western **Europe** to the chosen address in the **territorial limits**. At busy times and from some other European countries (particularly from eastern and northern **Europe**) it may take longer. **We** will discuss the likely timescales for **repatriation** with **you** in the event that **repatriation** is required.

It is **our** decision alone whether to repatriate or repair locally **your car** which cannot be driven as a result of a **breakdown** or **road traffic accident** except where the **road traffic accident** is covered by **your car** insurance policy with **John Lewis Finance**. If **your car** has been in a **road traffic accident** that is covered by **your car** insurance policy, **we** will follow **John Lewis Finance's** decision on whether to have it repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that it is beyond commercial economical repair.

Repatriation cannot be used to avoid repair costs. **We** will only repatriate if **we** consider that **your car** cannot be repaired by the **driver's** planned return date to the **territorial limits**, and not as a result of any other request.

If **your car** is beyond commercial economical repair, **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 **you** will be considered to have authorised **us** to dispose of it as **we** choose.

If **your car** and any **caravan** or **trailer** is to be repatriated and has been fitted with a roof box or bicycle rack, the **driver** must remove it and place it inside **your car, caravan or trailer**, if possible. If the **driver** cannot do so, the roof box or bicycle rack can be left on **your car, caravan or trailer**. The roof box keys need to be left with **your car, caravan or trailer** keys in the event that customs require access. Failure to leave the required keys with **your car, caravan or trailer** may result in the cancellation of the **repatriation** and **you** or the **driver** may be required to collect **your car, caravan or trailer**.

If **your car** and any **caravan** or **trailer** is to be repatriated, please ring **John Lewis Finance** on 03300 240 242 to check **your** cover during transit. This Section D will not cover **your car, caravan or trailer** for loss, damage or any contents whilst in transit.

D. European Motoring Assistance

D9: Collection of vehicle left abroad for repairs

Cover under this Section is only available where **we** have agreed with **you** that **your car** will remain in **Europe** for repair and not be repatriated under Section D8.

What we can cover you for

If **your car** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section D2, **your car** cannot be repaired by the planned return date to the **territorial limits** and the **driver** and the passengers have been repatriated to **your home** under Section D3 **we** will, subject to the overall **claims** limit, pay up to £600 for one person to collect **your car** and return it to the **territorial limits**, by any one or a combination of:

1. Second/standard class rail and other public transport fares (including ferry fares) for one person to travel to **your car**;
2. Additional ferry fares from the **territorial limits** to **Europe** and back for **your car** and one person;
3. Local taxi fares authorised by **us** in advance.

We will also pay a contribution towards single room accommodation (room only) for one person, up to a maximum of £30 per day if necessary to complete the round trip.

What we can't cover you for

1. Fuel and oil costs, personal insurance or any other extra costs.
2. The costs of meals or any other extra costs and expenses.
3. First class rail fares.
4. Costs for more than one person.
5. Transportation costs for any personal belongings, valuables, animals or luggage.
6. Any storage charges once **you** or the **driver** has been notified that **your car** is ready for collection.

Important to note

Any decisions as to whether **your car** can be repaired abroad will be determined by us. **You** (or someone nominated by **you**) must return and collect **your car** on completion of the repairs.

We will make the decision as to whether **your car** cannot be repaired and must be repatriated in accordance with Section D8.

D. European Motoring Assistance

D10: Accidental damage to or loss of a tent

What we can cover you for

If the **driver** is camping in **Europe** during a **journey** during the **period of cover** and the **driver's** tent is damaged accidentally making it unusable or the tent is stolen, **we** will, subject to the overall **claims** limit, choose (at **our** discretion) to provide cover for the cost of either:

1. Accommodation expenses of up to £30 per person per day for the **driver** and passengers for up to 3 days; or
2. A replacement tent (provided it has been authorised by **us** in advance) up to a maximum of £250.

The **driver** will need to pay these costs and **you** must **claim** them back from **us** by completing a **claim** form.

If the **driver's** tent is stolen **you** or the **driver** must report the matter to the police before contacting **us** and within 24 hours of the tent being stolen. **You** or the **driver** must obtain a written report from the police. **You** will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section.

What we can't cover you for

1. Damage to the tent caused by weather conditions.
2. The cost of a replacement tent not authorised by us.
3. Any costs if **you** or the **driver** do not report the matter to the police before contacting **us** and within 24 hours of the tent being stolen or do not obtain a police report and submit it to **us** within 14 days of request.
4. The costs of meals or any other extra costs and expenses.
5. Any accommodation costs if **you** have alternative accommodation available for use.
6. Damage to, or theft of, any tent not belonging to the **driver**.

D11: Customs duty indemnity

What we can cover you for

Customs **claims** for import duty if **your car** is beyond commercial economical repair as a result of a **breakdown** in **Europe** during a **journey** during the **period of cover** and it has to be disposed of abroad under Customs supervision.

What we can't cover you for

Any import duties not relating to **your car, caravan** or **trailer**.

D12: Urgent message relay service

What we can cover you for

We will relay urgent messages to the **driver's** immediate relatives or close business associates if **your car** cannot be driven because of **breakdown** or a **road traffic accident** in **Europe** or in the **territorial limits** during a **journey** during the **period of cover**.

What we can't cover you for

Cost of relaying any urgent message not arranged through us.

D. European Motoring Assistance

General conditions for Section D

The following conditions apply to Section D. If **you** or any **driver** does not comply with these conditions **we** may not be able to provide cover under Section D.

1. **You** must have supplied **us** with any details that were requested during the sales process before any **driver** leaves the **territorial limits** on a **journey**;
2. **You** or the **driver** must make sure **your car**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries visited during a **journey**. This particularly includes weight limits for towing;
3. Maximum number of persons: **your car** must not carry more persons than the number stated in **your car's** Vehicle Registration Certificate (V5C) or more than eight persons (including the **driver**). Each person must occupy a separate fixed seat fitted during vehicle construction and to the manufacturer's specification and any child must occupy a properly fitted child seat;
4. Costs paid for by **you** or the **driver**: On occasion **you** or the **driver** may be asked by **us** to arrange and pay for services and reclaim costs from **us**. In these instances, **you** or the **driver** should obtain a receipt for those costs and request a **claim** form from **our Breakdown** Customer Care Team, details of which are on page 34;
5. **We** will require **your** or the **driver's** credit or debit card details if **we** arrange a service for the **driver**, which is not covered by **your breakdown cover** or if it exceeds the limit set for each benefit;
6. Exchange rate: Any costs that are 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. Any costs that are incurred by **you** or the **driver** in a currency other than GBP and which are recoverable from **us** under Section D, will be converted to GBP at the exchange rate used by **your** or the **driver's** credit or debit card provider (in the case of card payments) or used by **us** at the time **you** present the **claim** (in the case of cash payments);
7. Eligible persons: **drivers** must be permanently resident in the **territorial limits** during the **period of cover**; and
8. **Your car** must be maintained in accordance with the manufacturer's recommended service standards.

D. European Motoring Assistance

General exclusions

The following exclusions will apply to this Section D:

1. If the **driver** fails to contact **us** within 24 hours of becoming aware of the **breakdown we** may refuse to provide cover in relation to the **breakdown**;
2. Any costs which the **driver** or passengers would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
3. Replacement vehicles:
 - a. The provision of convertibles, any specific **car** type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox;
 - b. **We** do not provide replacement minibuses, motorhomes or vans;
 - c. **We** do not provide replacement **caravans** or **trailers**;
 - d. Please note **your** cover under this Section D does not extend to any replacement vehicle.
4. Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of **your car** under the laws in any country in which **your car** is travelling;
5. Any personal belongings, valuables, luggage, goods, vehicles, boats in or on **your car**. The **driver** is responsible for the care of these items at all times;
6. Any **claim** which **you** or the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount **you** or the **driver** can get from any other insurance **we** may pay the difference. If **we** do make a payment it will not be more than the appropriate benefit limit under this Section D;
7. If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather **we** will only arrange for **your car** to be taken to a local repairer. All further service will be at **your** or the **driver's** cost, or must be referred to **John Lewis Finance**;
8. Any travel outside the **territorial limits** and **Europe**;
9. Routine servicing of **your car**, replacing tyres, replacing windows, replacement of missing* or broken keys. **We** may be able to arrange for the provision of these services but **you** or the **driver** must pay for any costs incurred;
10. *Keys which are locked inside **your car** are covered and **we** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at the **driver's** risk and **you** or the **driver** must pay for any costs incurred.
11. If **your car** breaks down as a result of a problem with its tyre, **we** will provide assistance to change the tyre using a serviceable spare tyre carried by **your car**. If **your car** doesn't have a serviceable spare tyre, general exclusion [18b i] on page 29 will apply;
12. Where **your car** is not provided with a spare tyre **we** will recover **your car** to a local repairer;
13. The cost of any transportation, accommodation or care of any animal;
14. If **you** or the **driver** delays repairs to **your car** for whatever reason, any costs that **we** consider (acting reasonably) would not have been incurred under this Section if **you** or the **driver** had not delayed repair; and
15. Any costs that are not arranged through **us** or arranged by us.

General exclusions

The following exclusions apply to all sections of the **breakdown cover** (unless expressly stated otherwise). **Your breakdown cover** does not cover:

1. Any **breakdown** or request for service occurring within the first 24 hours of **you** purchasing **your breakdown cover**. For Section A, **we** will attend **your car** and provide **cover** within the first 24 hours, but only where **your car** had not **broken down** prior to **you** purchasing **your breakdown cover**;
2. Any **car** that is already at a garage or other place of repair;
3. Any **breakdown** caused directly or indirectly by:
 - a. Running out of oil or water;
 - b. Frost damage; or
 - c. Rust or corrosion.
4. Any incident involving a hire car provided under the terms of **your breakdown cover**;
5. Any personal effects, valuables or luggage left in **your car** (or **trailer** or **caravan**);
6. Attendance following a **road traffic accident** in the **territorial limits**. In the event of a **road traffic accident** within the **territorial limits** please contact **John Lewis Finance**;
7. Attendance following fire, flood (in the **territorial limits**), theft, act of vandalism (other than Section D7) or any other incident covered by any policy of motor insurance; If **you** or a **driver** would like **us** to recover following one of these incidents **we** may be able to assist for an additional cost.
8. **We** will not be liable in any circumstances for any infringement however caused of any manufacturer's or dealer's warranty as a result of services supplied;
9. **Cars** which have **broken down** on land to which a **driver** or **we** do not have permission to access;
10. **Cars** which have **broken down** as a result of:
 - a. taking part in any motorsport, motor racing, rallies, runs, timed events, driving in the Nürburgring or other competitive events (including, without limitation, rallies or stock **car** racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. Vehicles participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded; or
 - b. mis-fuelling. **We** will not repair **your car** including but not limited to draining or removing the fuel under **your breakdown cover**. **We** may be able to drain and remove the fuel for an additional cost. **We** will only recover **your car** to a garage (within 10 miles of the **breakdown** in the **territorial limits**). **We** may be able to repair **your car** and/or arrange a recovery of **your car** to another location which will be for an additional cost;
11. **Cars** being demonstrated or delivered under trade plates;
12. The recovery of any **caravan** or **trailer** in the **territorial limits** except where **your car** that was towing the **caravan** or **trailer** has **broken down**. If the **driver** would like **us** to recover any **caravan** or **trailer** in these circumstances, **we** may be able to assist for an additional cost;
13. Any services relating to **your car** which the **RAC** patrol, **service provider** or **contractor** considers (acting reasonably) is loaded over its legal limit;
14. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). **We** may be able to arrange **breakdown** and recovery services with **specialist equipment** if needed for an additional cost;
15. Any **car** which is used for **business use** (the use of **your car** for the purpose of hire and reward);
16. Transportation of any horses or livestock;
17. Any services or benefits relating to a **breakdown** that was reported under a different **RAC** agreement to this. To receive any services or benefits under this **breakdown cover**, the **driver** must have reported the **breakdown** against **your breakdown cover**;

General exclusion

The following exclusions apply to all sections of the **breakdown cover** (unless expressly stated otherwise). **Your breakdown cover** does not **cover**:

18. Any costs:
 - a. incurred without **our** prior consent. All requests for service must be made directly to us.
 - s.
 - i. relating to repairs of wheels and tyres and costs relating to any vehicle not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
 - ii. the cost of towing **your car** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the **driver** to reach a garage to get the tyre replaced;
 - c. relating to a **driver** having failed to carry or having misused any equipment provided by **your car** manufacturer for the purposes of removing **your car's** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs or replacement to glass in **your car** including windscreens unless covered under Section D7. In the **territorial limits we** will arrange the recovery of **your car** to a nearby garage for assistance but **we** will not pay for any replacement glass or pay for the fitting of any glass. **You** or the **driver** will have to pay for any work carried out on **your car**. **We** will be able to arrange the recovery of **your car** to another location for an additional charge. In **Europe we** may provide cover under Section D7 if **your** vehicle has been broken into;
 - e. relating to the keys to **your car** being lost, stolen, or locked in **your car**. In **Europe, we** will provide cover in accordance with Section D, exclusion 9 above when the keys are locked in **your car**. In the **territorial limits we** may be able arrange for a locksmith to attend **your car** in these circumstances for an additional charge. **We** will only arrange the recovery of **your car** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on **your car**. **We** may be able to arrange the recovery of **your car** to another location for an additional charge;
 - f. relating to the keys to **your car** being broken. **We** may be able arrange for a locksmith to attend **your car** in these circumstances for an additional charge. **We** will only arrange the recovery of **your car** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on **your car**. **We** may be able to arrange the recovery of **your car** to another location for an additional charge;
 - g. for vehicle storage charges unless otherwise expressly included in the relevant Section; or
 - h. for ferry crossings and/or toll fees of **your car** to enable a successful recovery of **your car** under **your breakdown cover** and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
19. **We** will not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under **your breakdown cover**. For example, loss of earnings due to **us** being unable to repair **your car** at the roadside, losses caused by delay in **us** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any **claim you** or a **driver** may have for death or personal injury);
20. **We** will not provide any service under **your breakdown cover** if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances on **our** services;
21. In the event of involvement of an **emergency service, we** will not remove **your car** until all **emergency services** concerned have provided **us** with authorisation. If the **emergency services** insist on the removal of **your car** by anyone other than us, **we** will not meet the cost of the removal;
22. Any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs; or
23. Any **claim** that exceeds the limit of **cover**.

General conditions

The following conditions apply to all sections of this **breakdown** policy. If **you** or any **driver** does not comply with these conditions **we** may not be able to provide cover and **we** may cancel this **breakdown** policy.

1. **You** must pay the **premium** for this **breakdown cover** and any applicable taxes set out in **your policy schedule** or this **breakdown cover** may be cancelled in accordance with the cancellation provisions on page 31 (Cancellation).
2. **Your car** must be maintained in a legal and roadworthy condition. This includes (but is not limited to) ensuring **your car** complies with the following conditions throughout the period of **cover**:
 - a. it has a valid current excise licence unless **your car** is exempt from the requirement to hold an excise licence under Section 5 of the Vehicle Excise and Registration Act 1994, this includes certain old vehicles, agricultural vehicles and emergency vehicles;
 - b. it has a valid MOT certificate;
 - c. it has valid motor insurance as required by the **road traffic acts**; and
 - d. **your car** is registered in the **territorial limits**.

Upon request from us, the **driver** must provide **us** with proof that **your car** complies with any of the above conditions and allow **us** to examine **your car** to confirm whether it is in a legal or roadworthy condition, at any time. If the **driver** is unable to provide **us** with such proof, if the **driver** does not allow **us** to examine **your car** or **we** consider (acting reasonably) that a vehicle is not in a legal or roadworthy condition for any other reason, **we** reserve the right to refuse to provide any service under **your breakdown cover** relating to that vehicle. This means **we** may decline the **claim**.

The **driver** must also tell **us** if they are aware of any mechanical, electrical or other defect or problem with **your car** which may cause it to **break down**. If the **driver** does not do so, **we** reserve the right to refuse to provide any service under this **breakdown cover** if required as a result of such a **breakdown**.

3. Any **claim** for a reimbursement of payments made must be accompanied by proof that such payment has been made before **we** will reimburse **you** or the **driver**, for example a receipt or invoice relating to the payment;
4. The **driver** must be able to prove **your car's** eligibility by producing the valid **policy schedule** applicable to **your car** they are driving;
5. **You** or a **driver** that can legally drive **your car** and is willing to drive **your car** must be with **your car** at the time of the **breakdown** and when the **RAC** patrol, **service provider** or **contractor** arrives at the **breakdown**. If they are not, **we** will not provide any service related to the **breakdown**;
6. **Your car** must be registered at **your home**;
7. If **we** provide an onward transportation service of passengers of **your car**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
8. If **we** provide an onward transportation service for the **driver** and the passengers of **your car**, any animals that were in **your car** can only be transported in **your car** at **your** or the **driver's** own risk. **We** will not transport animals in the recovery vehicle and **we** will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
9. **We** will attend a **breakdown** at **your** request in good faith. By making a request for service under the terms of **your breakdown cover** the **driver** confirms that the **driver** and **your car** comply with all legal requirements;
10. Each **driver** must be authorised by **you** to be driving **your car** and be permanently resident in the **territorial limits**. If not, **we** will not be able to provide any service related to the **breakdown**.

Misuse of Your Breakdown Cover

You and each **driver** must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse of **your breakdown cover** by, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - b. false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - c. omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under **your breakdown cover**;
 - d. providing false information in order to obtain a service that would not otherwise be covered under **your breakdown cover**;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by **your breakdown cover** attempting to obtain a service under **your breakdown cover**; or
 - f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, **we** will contact **you** to discuss **our** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with **we** reserve the right to:

1. Restrict the cover available to **you** or the applicable **driver** at the next renewal, if **you** wish to continue **your breakdown cover** with us;
2. Restrict the payment methods available to **you** and any **driver**;
3. Refuse to provide any services to **you** or the applicable **driver** under this policy with immediate effect;
4. Immediately cancel this **breakdown cover** in accordance the cancellation provisions; and
5. Refuse to sell any services to **you** or the applicable **driver** in the future.

We or **John Lewis Finance** will notify **you** in writing in the event that **we** decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way **your breakdown cover** will be cancelled immediately and all **claims** forfeited and **we** may also take any of the additional steps as set out above.

Renewal of Your Breakdown Cover

This **breakdown cover** is not renewable. **Breakdown cover** may be issued when **you** renew **your** existing car insurance policy by **John Lewis Finance** and will be detailed on **your** renewal **policy schedule**.

Cancellation

Your right to cancel

You are entitled to cancel **your breakdown cover** within the first 14 days following the **effective date** or the date **you** receive this policy document, whichever happens later. **Your breakdown cover** will be cancelled with immediate effect. **We** will refund **your premium** in full unless **you** or a **driver** has made a **claim** within this period. If a **claim** has been made during this period no refund will be given.

At any time after the 14 day cooling off period referred to above, **you** may cancel **your breakdown cover** upon giving **us** not less than 30 days' notice. Cancellations must be made by contacting **us** at the address set out under 'General Enquiries'. **Your breakdown cover** will be cancelled with effect from the next payment date following expiry of the 30 day notice period. There will be no refund of **premium**.

In the event of **your car** insurance policy being cancelled with **John Lewis Finance**, **your breakdown cover** will also be cancelled at the same time.

Our right to cancel

1. If any **premium** for **your breakdown cover** is not paid by the applicable due date for payment, **we** or **John Lewis Finance** will notify **you** in writing. If any payments of **premium** due are not made within 30 days of the original applicable due date, **we** may cancel **your breakdown cover** with effect from the missed due date for payment;
2. **We** may cancel **your breakdown cover** in the event of misuse of **your breakdown cover** as set out in the general conditions. In the event that **we** decide to cancel **your breakdown cover**, **we** or **John Lewis Finance** will notify **you** in writing and **your breakdown cover** will be cancelled with immediate effect;
3. Where **we** cancel **your breakdown cover** **we** will not refund any **premium** that has already been paid or that is due.

If **your breakdown cover** is cancelled for any reason, **your car** will no longer be covered by the **RAC** under this **breakdown cover**.

Contacting us

Changes to your details

You must notify **John Lewis Finance** immediately if you want to amend any details relating to **your breakdown cover** including any change of address and any change to any **car** to be covered under this **breakdown cover**, or if you wish to upgrade **your** level of **breakdown cover**. You can do this by contacting **John Lewis Finance** at the details shown under 'General Enquiries' below.

If necessary, you will be sent a revised **policy schedule** reflecting the changes made to **your** details.

All communications from the **RAC, John Lewis Finance** or our representatives shall be deemed duly sent if sent to **your** last known address.

General enquiries

For general enquiries about **your breakdown cover**, including changes to the cover under **your breakdown cover** please contact **John Lewis Finance** as follows:

1. Email **us** at: breakdowncustomercare@rac.co.uk
2. Call **us** on: 03301 598 702 on Monday to Friday from 8.30am to 8pm, Saturday from 9am to 5pm and Sunday from 10am to 4pm.
3. Write to **us** at:
John Lewis Finance
PO Box 887
Halifax
HX1 9UE

If you contact **John Lewis Finance** in writing or call **us** please provide **your** full name, contact telephone number, **your breakdown cover** number and, where applicable, the vehicle registration number.

Contacting us

Complaints

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. If you would like to complain about any aspect of the service we have provided to you or any driver under your breakdown cover please contact us as set out below. Please bring the complaint to our attention as soon as you can as this will assist us and you to resolve the complaint as quickly as possible.

If you are dissatisfied with any aspect of our breakdown services:

1. Write to us at:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol,
BS32 4QN; or
2. Email us at:
breakdowncustomercare@rac.co.uk

If you contact us in writing, by calling us or by email please provide your full name, contact telephone number, your breakdown cover number and the vehicle registration number.

Using this complaints procedure will not affect your legal rights.

If you are dissatisfied with any aspect of the sale or administration of this policy please contact **John Lewis Finance**.

Financial Ombudsman Service

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

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

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us. If your complaint relates to any provision of services provided by RAC Motoring Services, you will not be able refer your complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect your legal rights.

Call charges may apply. Please check with your telephone provider.

Contacting us

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Section D) is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of **cover**, **you** may be entitled to compensation from the FSCS. This depends on the circumstances of the **claim**.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1000 or 0207 741 4100 or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

The cover provided by RAC Motoring Services under this **Breakdown Cover** by **John Lewis Finance** is not covered by the FSCS.

Your data

Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data **you** and/or John Lewis Finance supplies to the **RAC** is **RAC** Motoring Services (RACMS). This enables **your** broker to provide **you** with a quotation, for **you** and the **RAC** to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit, and for administering the **RAC Breakdown Cover**.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. **You** can contact the Data Protection Officer for RACMS by emailing dpo@rac.co.uk or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains **your** personal data from John Lewis Finance when John Lewis Finance provides RACMS for the purposes set out below. RACMS also obtains **your** personal data when **you** contact the **RAC** directly in relation to your **RAC Breakdown Cover**. Please be aware that the **RAC** may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that the **RAC** obtain about **you** are:

- name;
- policy number;
- vehicle registration number;
- vehicle manufacturer;
- vehicle model;
- DVLA date of vehicle first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide the **RAC** from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate interests in order to:

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your RAC Breakdown Cover**; and
- contact **you** to provide **you** with the services that form part of **your RAC Breakdown Cover**

In most cases, processing the above information is necessary for the performance of a contract to which **you** are party or in order to produce a quotation at **your** request prior to entering into a contract. The **RAC** may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of the **RAC's** legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use **your** personal data to make automated decisions to calculate, evaluate or predict the performance of **your RAC Breakdown Cover**. If **you** have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if **you** do not provide **your** personal data, the **RAC** will be unable to provide **you** with the **RAC Breakdown Cover** you are requesting, as well as services related to administering **your RAC Breakdown Cover**.

RACMS will share the personal data **you** provide with its group companies†. **RAC** group companies (RACGC) will use this for administration and **customer** services. RACGC may disclose **your** personal data to the **RAC's service providers** and agents for these purposes.

† If **you** would like a list of all RAC group companies, please write to or email the Data Protection Officer.

Your data

Data protection statement

RACGC retains **your** personal data for so long as is necessary for the **RAC** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and the **RAC**, or that RACGC enter into at **your** request, in **your** interest. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When **you** give the **RAC** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on **their** behalf (for example, under a power of attorney) and use of **their** personal data in the manner described in this notice and to receive on **their** behalf any data protection notice.

RACGC or **our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made. RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

You have a number of rights in relation to **your** personal information that **you** can choose to exercise at any time. This includes **your** right to:

- access information the **RAC** process about **you** to obtain a copy of the data as well as receive supplementary information;
- object to the **RAC** using particular information or using it in a particular way. **You** can let the **RAC** know that **you** object to it and the **RAC** will consider whether **your** request can be granted;
- rectify inaccurate information, which in most cases **you** can do this simply by getting in touch with John Lewis Finance;
- erase **your** data if the **RAC** no longer have a legitimate basis for processing it;
- port data to another data controller or to **you** in a structured, commonly used and machine readable format.

The **RAC** have provided a basic overview of those rights above, but if **you** would like to find out more or exercise any of these rights **you** can contact the **RAC** Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above **you** have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require **you** to have approached RACMS first to try to resolve the matter.

Your data

Sensitive data

By proceeding with this **Breakdown Cover** by **John Lewis Finance**, you give us consent to use your sensitive personal data solely for the purposes for which you submit it.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

1. Share information about you with other organisations and public bodies including the police;
2. Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this and where appropriate notify the relevant crime prevention organisations. We and other organisations may also search these agencies and databases to:
 - a. help make decisions about the provision and administration of breakdown/insurance, credit and related services for you;
 - b. trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or breakdown/insurance policies; and/or
 - c. check your identity to prevent money laundering;
3. Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

- a. debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or breakdown/insurance policies; and/or
- b. check your identity to prevent money laundering;
- c. undertake credit searches and additional fraud searches.

