



Policy Wording Vintage Bus FJ/PW/BUSFJR/EXHR/03/09/2024/V3403

Please read this insurance policy document carefully to make sure it meets your needs. Keep this insurance policy document in a safe place.

In partnership with





Your Policy

This Policy is arranged by **Footman James**. **You** can write to **Footman James** at the following address: Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at www.fca.org.uk/register.

This Breakdown cover is provided by RAC Motoring Services (Registered No 01424399). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority.

Any reference to 'We', 'Us' and 'Our' are to the insurer named on the Motor Insurance Additional Cover Schedule.

This is **your** FJ Rescue Policy Document. Read this booklet, the **Motor Insurance Additional Cover Schedule** and **Certificate of Motor Insurance** carefully and keep them in a safe place. If **you** have any questions about any of **your** additional cover insurance documents, contact **your** insurance broker **Footman James**.

How to make a claim

Contact Information	Telephone	In Writing	
Breakdown	0333 070 2525		
Customer Services	0333 070 6000	Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX enquiries@footmanjames.co.uk	
Hearing Assistance	Telephone prefix 18001 to access Typetalk or text us on 07855 828282		

Telephone charges

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

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

If your vehicle breaks down, please provide us with

- Your name or policy number
- Identification such as a bank card or driving licence
- The **vehicle's** make, model and registration number
- The exact location of the **vehicle** the road **you** are on or the nearest road junction

- The number of the phone you are using
- The cause of the **breakdown**, if **you** know it
- Your credit card if you need additional services

If you fail to make contact within 24 hours of becoming aware of the breakdown cover may be refused in relation to the breakdown.

Remember

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

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

Contents

Your Policy	2	Changes to your details	16
How to make a claim	3	Complaints	17
Definition of words	5	Financial Ombudsman Service	18
Important information about your RAC Breakdown Cover	7	Financial Services Compensation Scheme Law	18 19
Section A. Roadside Section B. Recovery	9 10	Your Data - RAC	20 21
General Conditions	11	Use of Personal Data - Footman James	
Additional Benefits	13		
Cancellation of your RAC Breakdown Cover	14		
Misuse of RAC Breakdown Cover	15		
Renewal of RAC Breakdown Cover	16		

Definition of words

Any words in **bold** appearing throughout this FJ Rescue Policy Wording have a specific meaning which we explain below.

breakdown/breaks down/broken down

An event during the policy period, that stops the vehicle from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **driver** of the **vehicle**, or any key related issue other than keys locked in **your vehicle**;

claim

Each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;

caravan/trailer

Any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long; (c) 2.55 metres wide; and (d) 3 metres high;

driver/their/they

You or any driver of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the UK;

end date

The date that this RAC Breakdown Cover expires as shown on your motor insurance additional cover schedule;

Footman James

Footman James, a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Footman James arrange and administer this RAC Breakdown Cover.

home

The address in the **UK** where **your vehicle** is normally stored overnight, as shown on **your schedule of motor insurance**;

motor insurance additional cover schedule

The document entitled 'motor insurance additional cover schedule' containing important details about this RAC Breakdown Cover and levels of cover:

passenger

The **driver** and up to the five non-fare paying **passengers** travelling in the **vehicle**;

policy period

The length of time for which your RAC Breakdown Cover is in force as shown on your motor insurance additional cover schedule;

RAC/we/us/our

RAC Motoring Services or any person employed or engaged to provide certain services on their behalf;

RAC Breakdown Cover

This RAC breakdown policy that is subject to the terms and conditions together with the motor insurance additional cover schedule;

reimburse

Reimbursement by us under the reimbursement process;

start date

The date that this RAC Breakdown Cover begins, or renews, as shown on your motor insurance additional cover schedule;

specialist equipment

Equipment that is not normally required by us to complete repairs and recoveries, for example winching and specialist lifting equipment;

UK

England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man if **you** are a resident there;

vehicle

The UK registered bus, coach or public service vehicle for nine or more passengers. as shown on your certificate of motor insurance;

you/your

The person taking out the RAC Breakdown Cover as named on the certificate of motor insurance.

Important information about your RAC Breakdown Cover

This RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. Based on the information provided this RAC Breakdown Cover meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future.

There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions

All requests for service must be made directly to us.

Your RAC Breakdown Cover consists of a Breakdown Policy – a contract between you and us and a motor insurance additional cover schedule - detailing the type of cover you have and the cost of cover. The motor insurance additional cover schedule will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by Footman James following purchase.

A premium is payable for this contract which will be made clear to **you** in advance of purchase.

Policy Type

This RAC Breakdown Cover covers the vehicle shown on your certificate of motor insurance and if registered at your home address. The vehicle is covered whoever is driving.

Policy Period

The RAC Breakdown Cover will start on the start date and end after the end date as shown on your motor insurance additional cover schedule.

Limits of Cover

Cover under this RAC Breakdown Cover is subject to limits on:

- 1. When a **claim** can be made:
 - a) no claim is permitted under section A if the breakdown occurred prior to purchasing this RAC Breakdown Cover;
 - b) no claim is permitted under section B within 24 hours of the initial start date of the RAC Breakdown Cover; and
 - c) in order to make a claim under Section B (Recovery) we must have first attended under Section A (Roadside).
- 2. The number of **claims** that can be made per **policy period** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Your Cover



Section A. Roadside

RAC Breakdown Cover includes cover for Roadside. The number of claims which can be made during a policy period is four.

What is Covered

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

- 1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- 2. If we are unable to repair the vehicle at the roadside, we will recover the **vehicle** and non-fare paying **passengers** to a destination chosen by the driver up to a maximum of 10 miles from the breakdown;

If we recover the vehicle to a garage, we will reimburse you for taxi costs for non-fare paying passengers to continue the journey to a single destination within 20 miles.

Caravans or Trailers

If a caravan or trailer breaks down within the UK more than a mile from your home, we will send help to repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this RAC Breakdown Cover if a caravan or trailer breaks down. However if a vehicle breaks down and there is a carayan or trailer attached to it we will recover the caravan or trailer as well.

What is Not Covered

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



Section B. Recovery

RAC Breakdown Cover includes cover for Recovery.

What is Covered If we are unable to repair the vehicle under Section A (Roadside), we will recover the vehicle from the breakdown location to a single destination chosen by the driver within the UK up to 200 miles. Please note: recovery must be arranged with us while we are at the scene. 2. Tyre faults where the spare tyre, the tyre re manufacturer or a local second recovery on the se

- Please see the "What is Not Covered" part of Section A (Roadside), which also applies here;
- 2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut;
- 3. A second recovery owing to the intended original destination being closed or inaccessible.

General Conditions

The following conditions apply to all sections of this RAC Breakdown Cover. If you do not comply we can refuse cover and/or cancel your RAC Breakdown Cover

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

- 14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
- 15. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a) specialist equipment;
 - b) ferry charges for the **vehicle** and **our** vehicle;
 - c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them; or
 - e) recovery by someone other than **us** even if this is requested by the emergency services, **we** will only provide recovery once instructed to do so by the emergency services.
- 16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.
- 17. The **vehicle** must be used for any use other than hire and reward, courier services, demonstrating or carrying of trade plates.
- 18. This RAC Breakdown Cover does not cover:
 - routine servicing, maintenance or assembly of the **vehicle**;
 - caravan or trailers, except as described under Section A;
 - **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - breakdowns that occur off the public highway to which the driver or we have no legal access;
 - the **vehicle** if it is not:
 - insured;
 - taxed, or holding a valid MOT in line with current legal regulations;
 - being used in line with the manufacturer's guidelines
 - **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
 - vehicles that have been declared SORN (Statutory Off Road Notification);
 - any claim that is or may be affected by the influence of alcohol or drugs;
 - any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
 - any claim under this RAC Breakdown Cover where the breakdown was first reported to us under a different policy.

19. If the driver is asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and we will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the vehicle has broken down in the Republic of Ireland, we will provide a Roadside attendance service only, as described under Section A (Roadside). If your home address is in Northern Ireland and you have purchased Section B (Recovery), we will recover the vehicle to your home, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the vehicle has broken down and the driver needs to get in touch with friends and family urgently, we will get a message to them.

Replacement driver

If the driver becomes ill during a journey in the UK and no one within the party can drive the vehicle, we may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

Additional services

We can provide additional services that are not included in your RAC Breakdown Cover but we will charge you for these, for example to:

- 1. Purchase the parts **you** need to get on **your** way;
- 2. Pay for **specialist equipment** to complete the repairs;
- 3. Arrange a second or extended recovery or;
- 4. Attend a mis-fuel event.

If you need extra help, we will agree the costs up front and will need full payment before we can help. If you took out the RAC Breakdown Cover, you will be responsible for any additional charges so if we help someone under your RAC Breakdown Cover and they cannot pay, we will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

Your right to cancel

If this RAC Breakdown Cover does not meet your needs, you can cancel it within 14 days of receiving your documents or within 14 days of the start date, whichever is later. If you have not made a claim and you confirm that you do not know about any incident which may give rise to a claim, you will receive a full return of the premium paid for this RAC Breakdown Cover.

This **RAC Breakdown Cover** can only be cancelled after 14 days if **you** are also cancelling **your** main motor insurance policy. The refund due will be calculated in accordance with the cancellation terms set out in the **General Conditions** of the motor insurance policy.

Our right to cancel

- If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your motor insurance additional cover schedule, Footman James will notify you. All payments must be paid within 28 days of the relevant date, if not your RAC Breakdown Cover may be cancelled; and
- 2. We may cancel the RAC Breakdown Cover in the event of misuse of this RAC Breakdown Cover and there will be no refund.

Misuse of RAC Breakdown Cover

Fach driver must not:

- 1. Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
- 2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
- 3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
- 4. Provide false information in order to obtain a service:
- 5. Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover:
- 6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, we may:

- 1. Restrict the cover available to **you** at the next renewal;
- 2. Restrict the payment methods available to **you**;
- 3. Refuse to provide any services to you under this RAC Breakdown Cover with immediate effect;
- 4. Immediately cancel this RAC Breakdown Cover; and
- 5. Refuse to sell any RAC Breakdown Cover or services to you in the future.

We may also take any of the additional steps as set out above if any claim is found to be fraudulent in any way, and the RAC Breakdown Cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited. We will not refund any premium. We will notify **you** in writing if **we** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

A new RAC Breakdown Cover may be issued when you renew your existing associated motor insurance policy.

Changes to your details

You must let Footman James know immediately if you need to change anything on your RAC Breakdown Cover.

Footman James can be contacted by phone, post, or email. Please see Contact Information.

If you change your vehicle you must contact Footman James to update your details. If you do not, you may not be covered.

We will not change your RAC Breakdown Cover into someone else's name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and others on your RAC Breakdown Cover will no longer be covered by us.

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

Complaints

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

	Phone	In Writing
Breakdown Related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road, Bradley Stoke Bristol, BS32 4QN breakdowncustomercare@rac.co.uk
Sales and Administration Complaints	0333 207 6000	Footman James Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX enquiries@footmanjames.co.uk

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: http://ec.europa.eu/consumers/odr/. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

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:

0800 023 4567 or 0330 123 9123 The Financial Ombudsman Service Exchange Tower London. E14 9SR

complaints.info@financial-ombudsman.org.uk www.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 the provision of services provided by RAC Motoring Services **you** will not be able to refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect your legal rights.

Financial Services Compensation Scheme

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

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Law

The parties are free to choose the law applicable to this RAC Breakdown Cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions including this RAC Breakdown Cover and the motor insurance additional cover schedule and other information relating to this contract will be in English.

Your Data - RAC

Data protection statement

This section provides a summary of how **we** use **your** information. For full details about **our** use of **your** data, please visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy.

You can contact our Data Protection Officer by emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4ON.

What data will we use?

There are three types of information about you which we will use to provide your RAC Breakdown Cover:

- 1. Personal data: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
- 2. Non-personal data: information about you that is not personal such as information about your vehicle.
- 3. Special category data: In very limited circumstances, **we** will collect special category data such as information relating to **your** health. **We** will only ask for this information when necessary and in accordance with data protection laws.

How we collect your data

We obtain your data from you when you contact us directly. We also obtain your data from Footman James when you purchase this RAC Breakdown Cover and/or if you report a new claim to Footman James in relation to this RAC Breakdown Cover.

How we use your data

We will use your data for the administration of your RAC Breakdown Cover such as when you require assistance. We also monitor and record any communications with you including telephone conversations and emails for quality and compliance reasons.

We may disclosure **your** personal data to third parties involved in providing products and services or to service providers who perform services on **our** behalf.

Your rights

You have a number of rights relating to your personal data. For information about your rights you can visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy, contact our Data Protection Officer or contact our Customer Service Team by:

- 1. Telephone: 0330 159 0337
- 2. Email: membershipcustomercare@rac.co.uk
- 3. Post: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Use of Personal Detail - Footman James

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

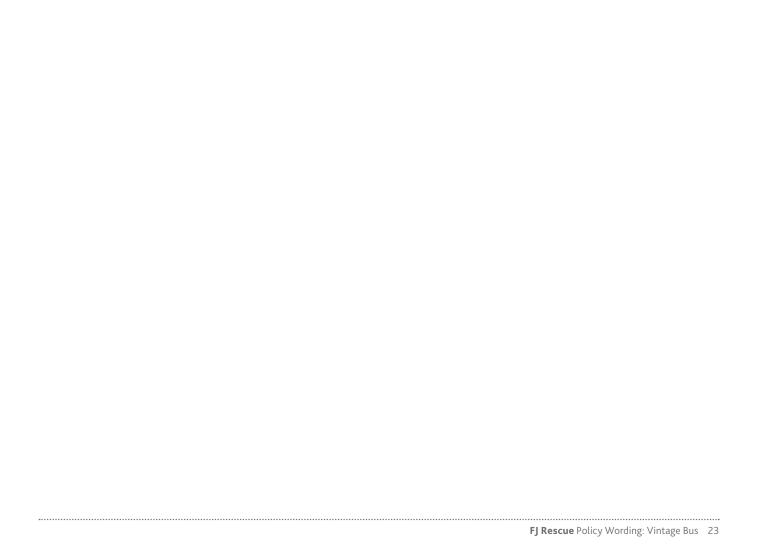
From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here https://www.footmanjames.co.uk/ fair-processing-notice. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.







Footman James Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill DY5 1LX Tel. 0333 207 6114 footmanjames.co.uk





Footman James is a trading name of Advisory Insurance Brokers Limited. Registered in England No. 4043759. Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored or recorded.