Peugeot Assistance

Complimentary Roadside Assistance with optional upgrade to Peugeot Assistance Plus Terms & Conditions



Contact information

	Telephone	In Writing	
Breakdown in the UK	0800 294 0294		
Breakdown in Europe			
Calling from Europe Calling from the Republic of	+33 4 26 73 78 97		
Ireland	1 800 646 560		
Section E - European Breakdown			
Cover		europeanclaims@rac.co.uk	
To request a claim form:			
From the UK	0800 107 5861	www.rac.co.uk/europeanclaimform	
From Europe	+44 161 332 1040		
Sales and Administration		Peugeot Warranty Administration	
Complaints	0344 573 8050	Jubilee House	
(relating to Section F – Peugeot		5 Mid Point Business Park	
Assistance Plus, only)		Thornbury	
		West Yorkshire	
		BD3 7AG	
		complaints@motor-admin.com	
RAC Customer Care	0330 159 0339	Peugeot Breakdown Customer Care	
		Great Park Road	
Regarding the breakdown service		Bradley Stoke	
provided		Bristol	
		BS32 4QN	
		breakdowncustomercare@rac.co.uk	
Hearing assistance (in the UK)	Telephone prefix 18001 to access Typetalk or text us on 07855 828		
	282		

Telephone charges

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

In the UK

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

In Europe

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

If your vehicle breaks down, please provide us with

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

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

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

Remember

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

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

Breakdown on a motorway in France or Mainland Europe

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

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

Contents

Contact information	2
Definitions	5
Important information about Peugeot Assistance	6
Limits of cover	7
Reimbursement	7
Hire car terms	7
Part 1 – Complimentary Peugeot Assistance (Non-insured)	
Section A: Roadside	8
Section B: At Home	8
Section C: Recovery	8
Section D: Onward Travel	9
Section E: European breakdown	10
Part 2 – Optional Insured upgrade	
Section F: Peugeot Assistance Plus (optional cover)	13
General conditions	14
Additional benefits	16
Additional services	17
Cancellation of Section F – Peugeot Assistance Plus	17
Misuse of service	17
Changes to your details	18
Complaints	18
Financial Ombudsman Service	19
Law	19
Your Data	20

Your terms and conditions

Definitions

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

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

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

"caravan"/ "trailer" means any caravan or trailer which complies with the following specifications:

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

"driver" means you or any authorised driver of the vehicle at the time of breakdown;

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

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

"European Assistance Limits Table" means the table outlining the limits that apply to Section E (European Breakdown Cover) on page 10;

"fulfilment document" means the literature you were provided with from Peugeot Warranty Administration upon taking out Peugeot Assistance, including these terms and conditions;

"home" means the address in the **UK** where **you** live permanently, as shown on **your fulfilment document**;

"journey" means a trip to Europe lasting no longer than 90 days which begins on departure from home on or after the start date and ends on return home during the period of service;

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

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

"period of service" means the length of time your vehicle is eligible for Peugeot Assistance, from the start date, as shown on your fulfilment document;

"Peugeot Warranty Administration" means Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG who also arranges and administers the contract of insurance between you and us under Part 2 of this booklet, on behalf of us. Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority.

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

"reimburse"/ "reimbursement" means reimbursement by us under the reimbursement process on page 7;

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

"start date" means the date that this Peugeot Assistance begins, as shown on your fulfilment document;

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

"vehicle" means the UK registered vehicle shown on your fulfilment document; and

"you"/ "your" means the customer taking out the Peugeot Assistance as named on the **fulfilment** document.

Important information about Peugeot Assistance

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

Your Peugeot Assistance consists of:

1. A description of the complimentary **breakdown** services **you** receive (Part 1).

- An optional insured upgrade (Peugeot Assistance Plus) insurance policy for certain faults not covered as standard (Part 2). This will form a contract of insurance between you and RAC Motoring Services.
- 3. A **fulfilment document** detailing the type and duration of cover.

Limits of cover

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

Reimbursement

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

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

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

Hire car terms

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

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

Caravans and Trailers

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

PART 1 – Complimentary Peugeot Assistance (non-insured)

Services under Sections A - E are included as standard.

Section A: Roadside

Service provided

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

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

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

Service not provided

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

Section B: At Home

Service provided

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

Service not provided

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

Section C: Recovery

Service provided

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

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

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

Service not provided

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

Section D: Onward Travel

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

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

1. Hire car

Service provided

Please see Hire Car terms on page 7

We will arrange a hire car for up to 48 hours or until **your vehicle** has been fixed, if sooner. If **you** arrange **your** own hire car in line with the 'Hire car terms' on page 7, **we** will **reimburse you** up to £35 per day.

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

2. Alternative transport

Service provided

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

3. Overnight accommodation

Service provided

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

4. Assistance in a medical emergency

Service provided

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

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

Service not provided

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

Section E: European Breakdown Cover

European Assistance Limits Table

Section	Assistance limits
E1 – Onward travel in the UK	Hire Car: up to 6 days, or
	If you are not eligible for our hire car, a
	reimbursement limit of up to £125 per day
	up to a maximum of £750, whichever is less
E2 – Roadside assistance in Europe	Unlimited roadside assistance in Europe
	Garage Labour up to £150 if repairs can be
	completed on the same day
E3 – Onward travel in Europe	Hire car or alternative transport limit:
(including recovering you and your passengers	Up to £125 per day, up to a maximum of
back to the UK)	£1,500, whichever is less
	Additional accommodation expenses
	(room only):
	Up to £50 per person per day, up to a
	maximum of £500, whichever is less
E4 – Getting your vehicle home	Costs up to the market value of your
(providing your vehicle is not beyond	vehicle , or £500, whichever is greater.
economic repair)	Hire Car – up to £40 per day for up to 3
	consecutive days
E5 – Vehicle break-in emergency repairs	• Up to £180

Section E1: Onward travel in the UK

Service provided

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

- 1. you are within 48 hours of your planned departure date; and
- 2. limited to the maximum amount set out in your **European Assistance Limits Table we** will arrange a hire car for the continuation of **your journey** or until **your vehicle** has been fixed if sooner, and **we** will transport one person to **our** nearest hire car supplier to collect the vehicle.

 Please see 'Hire car terms' on page 7.

Section E2: Roadside assistance in Europe

We will provide assistance up to the limit shown in the European Assistance Limits Table.

Service provided

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

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

delivered; and

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

Service not provided

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

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

Section E3: Onward travel in Europe

We will assist you up to the limit shown in the European Assistance Limits Table.

Service provided

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

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

Service not provided

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

1. Hire Car

Service provided

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

2. Alternative transport

Service provided

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

3. Additional accommodation expenses

Service provided

We will arrange and pay for additional accommodation expenses if you are unable to use your prearranged accommodation.

Service not provided

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

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

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

Getting your passengers home

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

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

Section E4: Getting your vehicle home

We will assist you up to the limit shown in the European Assistance Limits Table.

Service provided

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

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

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

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

Service not provided

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

Important:

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

Section E5: Vehicle break-in emergency repairs

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

Service provided

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

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

Service not provided

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

Section E6: Replacement driver

Service provided

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

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

Service not provided

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

PART 2 – Insured optional upgrade to Peugeot Assistance Plus

Important information about your Peugeot Assistance Plus policy

- Peugeot Assistance Plus is available as an upgrade option for your Peugeot Warranty. If Peugeot
 Assistance Plus has been included, details will be shown on your fulfilment document. You must
 qualify for complimentary Peugeot Assistance in order to upgrade to this cover.
- This policy is intended to offer services relating to the vehicle being undriveable due to the
 specific events contained in Section F, that are not covered by your complimentary Peugeot
 Assistance. It meets the demands and needs of those who wish to ensure the risk of such
 incidents is met now and in the future.
- There are specific conditions set out in this section as well as the general conditions which also apply. **You** must meet all of these conditions.
- All requests for service must be made directly to us.

Peugeot Assistance Plus 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 in respect of insurance mediation activities.

Section F: Peugeot Assistance Plus (Optional)

If you have purchased this cover it will be shown on your fulfilment documents.

Covered

- 1. **We** will provide the same service as the "Service provided" part of Section A (Roadside) or Section B (At Home) if **your vehicle** cannot be driven during the **period of service** for the following reasons:
 - a. Mis-fuelling or running out of fuel (or charge in an electric vehicle);
 - b. Tyre punctures, where the vehicle is not carrying a serviceable spare tyre; and
 - c. Keys which have been lost, stolen, broken or locked inside the **vehicle**.

Not Covered

- 1. Please see the "Service not provided" part of Section A (Roadside), which also applies here;
- 2. Assistance outside of the UK; and
- 3. Any claim under which **you** could make under any other insurance policy. If the value of **your** claim is more than **you** can recover under another policy **we** may pay the difference.

General conditions

The following conditions apply to all sections. If **you** do not comply **we** can refuse service and/or cancel Peugeot Assistance Plus (section F).

- 1. You must pay any applicable premium.
- 2. **You** must request services directly from **us**, as **we** will only provide services if **we** make arrangements to help **you**.
- 3. Where the **breakdown** is caused by a component failure, this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **we** will not cover this.
- 4. **We** will not provide service where the **vehicle** is already at a garage or other place of repair.
- 5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide service.
- 6. A **driver** must be with the **vehicle** when **we** attend.
- 7. **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.
- 8. Where we recover passengers under the age of 16, they must be accompanied by an adult.
- 9. **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 if required.
- 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 the **driver's** responsibility.
- 12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered under Peugeot Assistance. For example, **we** will not pay for any loss of earnings or missed appointments.
- 13. **We** do not guarantee that recovery to any garage, including a Peugeot franchised dealer, will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the

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

Conditions specific to travel in Europe

- 20. Requests for service made more than 24 hours after the **breakdown** may be declined in part or completely;
- 21. We do not cover:
 - a. vehicle storage charges, other than under Section E5 (Getting your vehicle home);
 - b. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
 - c. overloading of a vehicle under the laws in any country in which the vehicle is travelling;
 - d. **Breakdowns** in **Europe** caused by running out of oil or water, frost damage or rust or corrosion.
- 22. We will not cover any repairs which are not essential in order to continue the journey.
- 23. **You** must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**;
- 24. How **we** calculate the exchange rate:
 - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;
 - b. Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit card provider; or
 - ii. at the exchange rate used by **us** when **we** receive **your** claim form if **you** paid in cash
- 25. If **your vehicle** needs to be repaired following a **breakdown**, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide service under section E3 (Onward Travel) or section E5 (Getting your vehicle home).

Additional benefits

The following are provided at no additional charge:

1. Service in the Republic of Ireland

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

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

2. Urgent Message Relay

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

3. **UK Replacement Driver**

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

Additional services

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

- Purchase the parts you need to get on your way;
- Pay for specialist resource to complete the recovery or repairs;
- Extend the hire time for a replacement car;
- Attend a driver-induced fault; or
- Arrange a second or extended recovery.

We will agree these costs up front and will need full payment before **we** can help. If **you** are named on the **fulfilment document**, **you** will be responsible for any additional charges, so if **we** help someone under Peugeot Assistance and they cannot pay, **we** will invoice **you**.

Cancellation of Section F – Peugeot Assistance Plus

Your right to cancel

If purchased, you can cancel Section F within the cooling off period, being 14 days from the later of:

- 1. the start date; or
- 2. the date you receive your fulfilment documents.

Please contact **Peugeot Warranty Administration**. **You** will not receive any refund if **you** have made a claim during the **period of service**, including within the first 14 days.

Our right to cancel

RAC may cancel Section F in the event of misuse and there will be no refund of any premium.

Misuse of service

You must not:

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

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

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

We may also take any of the additional steps as set out above if any claim under Section F is found to be fraudulent in any way, and 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.

Changes to your details

You must let Peugeot Warranty Administration know immediately if you need to change your details or cover.

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

Complaints

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

	Phone	In writing
Breakdown Complaints	0330 159 0339	Peugeot Breakdown Customer Care
		RAC Motoring Services
		Great Park Road
		Bradley Stoke
		Bristol
		BS32 4QN
		breakdowncustomercare@rac.co.uk
Sales and Administration	0344 573 8050	Peugeot Warranty Administration
Complaints (relating to Section F –		Jubilee House
Peugeot Assistance Plus, only)		5 Mid Point Business Park
		Thornbury
		West Yorkshire
		BD3 7AG
		complaints@motor-admin.com

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, and the complaint relates to Section F (Peugeot Assistance Plus), **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

0800 023 4567 / 0300 123 9123 complaint.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**.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

The cover provided by RAC Motoring Services is not covered by the FSCS.

Law

The parties are free to choose the law applicable to Peugeot Assistance if Section F (Peugeot Assistance Plus) has been purchased. 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 booklet and the **fulfilment document**) and other information relating to this contract will be in English.

Your data

For the purposes of the UK Data Protection Laws, the data controllers in relation to the personal data **you** provide for Section F of this product are **Peugeot Warranty Administration** (PWA) and RAC Motoring Services (RACMS). The provision of **your** personal data enables PWA to provide **you** with a quotation, for **you** and **us** to enter into a contract for RAC Breakdown Cover, in making a request for service or benefit, and for administering Peugeot Assistance Section F. Details of how both RACMS and PWA process your data are set out below.

RACMS

This part of the Peugeot Assistance summarises how RAC Motoring Services (RACMS) collects and uses **your** data in relation to Section F. For more information about how RACMS processes **your** data, please visit their full privacy notice which is available at rac.co.uk/privacy-policy. Alternatively, **you** can obtain a copy by contacting their Data Protection Officer (whose contact details are below).

Under Peugeot Assistance RAC Motoring Services (RACMS) shall be the data controller for the purpose of providing the services under Section F.

The registered office for RACMS (registered number: 01424399) is RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

Contacting RAC's DPO

You can contact the Data Protection Officer for the RAC Group, which includes RACMS, by emailing dpo@rac.co.uk or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Source of your data

RACMS obtains **your** personal data from PWA and from **you** when you contact them directly in relation to Section F of Peugeot Assistance.

Please be aware that they may record telephone calls for staff training and evidential purposes.

Why does RAC use your information?

RACMS uses **your** personal data to achieve the legitimate interest of providing **you** with services under Section F of Peugeot Assistance and for related purposes such as handling claims or to reduce the risk of payment default and fraudulent abuse.

They may also process information to comply with a legal obligation.

What types of information does RAC obtain about you?

The categories of personal data that RACMS uses are:

- Information about you: your name; your address; your phone number; your email address.
- Information about your passengers: including their names and home addresses.
- Location information: the location of **you** and **your vehicle** and information about any relevant journeys.
- Policy information: such as **your** policy number, **start date** and expiry date.
- Vehicle information: vehicle registration number; manufacturer; model; date of first registration with the DVLA.
- Breakdown information: information about the cause of your breakdown.
- · Payment details: Credit or debit card details.

- Expenses information: Where **RAC** covers payment of **your** expenses, they will need information about those expenses.
- Health information: in very limited circumstances, RAC may need to ask for information about your health and wellbeing for the purpose of performing their obligations under your policy, particularly those relating to any assistance in a medical emergency.

You have a number of rights relating to **your** personal data. For information about **your** rights, please visit rac.co.uk/privacy-policy, contact their Data Protection Officer or contact RAC Customer Centre:

1. Call: 0330 159 0360

2. Email: breakdowncustomercare@rac.co.uk;

3. Write to them: Freepost RTLA-HZHB-CESE, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN

Peugeot Warranty Administration (PWA), means Car Care Plan Limited (Registered No: 850195) Registered Office is Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG. **You** can contact the Data Protection Officer for PWA by emailing EUDataProtection@amtrustgroup.com

or writing to the Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.

PWA will use the personal data it holds about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that you request from PWA. PWA will also use **your** data to safeguard against fraud and money laundering and to meet the PWA's general legal or regulatory obligations.

PWA may disclose **your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on its behalf. These include its group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

PWA may transfer **your** personal data to destinations outside the European Economic Area ("EEA"), and where this happens, PWA will ensure that it is treated securely and in accordance with the UK Data Protection Laws.

You have the right to ask PWA:

- not to process your data for marketing purposes,
- to see a copy of the personal information held about **you**,
- to have your data deleted (subject to certain exemptions),
- to have any inaccurate or misleading data corrected or deleted,
- to ask for a copy of **your** data to be provided to any controller, and
- to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary, and will be managed in accordance with PWA's data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or PWA's business relationship with **you**, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

The above is a summary of the main ways in which PWA processes **your** personal data. For more information please visit www.view-privacy-policy.co.uk.