

RAC

Breakdown Policy

Ducati Assist



Terms & Conditions
Please read and keep for your records

Contact information

	Telephone	In writing
Breakdown in the UK	0330 159 8644	
Breakdown in Europe Calling from Europe Calling from Republic of Ireland	+33 472 43 52 55 1800 535 005	
Section D - European Breakdown Cover To request a claim form: From the UK From Europe	0330 159 8644 +44 161 332 1040	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Ducati Warranty Services Customer Services Regarding the sale, administration and cancellation of your policy.		Ducati Warranty Services Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.
RAC Customer Care Regarding the service provided under this policy.	0330 159 0339	Ducati Assist Customer Care RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN. breakdowncustomercare@rac.co.uk
Hearing assistance (in the UK)	Telephone prefix 18001 to access Typetalk or text us on 07855 828282	

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 motorcycle breaks down, please provide us with

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

Breakdown on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If **your motorcycle** 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 **motorcycle** 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 **motorcycle** 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**.

Depending on **your** circumstances, there may be multiple options available to fix **your motorcycle** if **you break down**. For example, even if **you** have **our** national Recovery service, we may suggest taking **your motorcycle** to a local garage if the problem could be fixed there the same day. Alternatively, **we** may offer **you** options not covered under **your policy** which may incur additional cost. **You** are not under an obligation to use these, and they're subject to availability, but they may help **you** to get back on the road more quickly.

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Your terms and conditions

Definitions

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

"beyond economical repair" means where the total cost required to repair the **motorcycle**, including any taxes, is greater than the **market value** of the **motorcycle**. If the **motorcycle** has **broken-down**, the total cost required to repair the **motorcycle** 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 **policy period**, that stops the **motorcycle** from being ridden because of a mechanical or electrical failure including as a result of battery failure, flat tyre (in the **UK** only), but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, or any **rider-induced fault**;

"claim" means each separate request for service or benefit for cover under any section of this **breakdown policy**;

"Ducati Warranty Services" means Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, who is arranging and administering this contract of insurance between **you** and **us**, on behalf of **us**. Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority.

"Europe" means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of North Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta, 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 claim limits table" means the table outlining the claims limits that apply to Section D (European breakdown cover) on page 09;

"fulfilment document" means the literature you were provided from **Ducati Warranty Services** upon taking this **policy** 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 **policy period**;

"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 **motorcycle** based upon one of equivalent age, make, recorded mileage and model;

"motorcycle" means the **UK** registered motorcycle shown on **your fulfilment document**;

"passengers" means the **rider** and any passengers travelling on the **motorcycle** up to the maximum number permitted as specified by the manufacturer;

"planned departure date" means the date when **you** intend to begin **your journey** to Europe. **We** may ask for proof of this;

"policy" means this RAC Breakdown insurance policy that is subject to these terms and conditions together with the **fulfilment document**;

"policy period" means the length of time for which **your policy** is in force, from the **start date**, as shown on **your fulfilment document**;

"RAC"/ "we"/ "us"/ "our"

1. For Sections A, B and C means RAC Motoring Services;
2. For Section D means RAC Insurance Limited;
3. For Additional Benefits and Additional Services means RAC Motoring Services and RAC Insurance Limited; and
4. In each case any person employed or engaged to provide certain services on their behalf.

"reimburse"/ "reimbursement" means reimbursement by **us** under the reimbursement process on page 07;

"rider" means you or any authorised **rider** of the **motorcycle** at the time of **breakdown**;

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

"road traffic collision" means a traffic collision involving the **motorcycle** in the **UK** or **Europe** that immobilises the **motorcycle**;

"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 **policy** begins, as shown on **your fulfilment document**;

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

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

Important information about your policy

- Ducati Assist is only available as part of **your** Ducati Extended Warranty. Details will be shown on **your fulfilment document**.
- This **policy** is intended to offer services that assist customers in the event of a **motorcycle breakdown**. It meets the demands and needs of those who wish to ensure the risk of a **motorcycle breakdown** 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 policy consists of:

1. This breakdown policy booklet – a contract of insurance between **you** and **us**. RAC Motoring Services provides insurance for Sections A, B and C. RAC Insurance Limited provides insurance for Section D.
2. A **fulfilment document** – details the type of cover and the policy duration.

Policy type

- This **policy** covers the motorcycle shown on **your fulfilment document**.
- The **motorcycle** is covered, whoever is riding.

Policy period

The **policy** will start on the **start date** and end on the date shown on **your fulfilment document**.

Limits of cover

Cover under this **policy** 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 **policy**;
 - b) no **claim** is permitted under Sections B to D within 24 hours of the initial **start date** of the **policy**;
 - c) Section D (European breakdown cover) includes unlimited journeys during the **policy period**, but each journey is limited to a maximum of 90 days; and
 - d) in order to make a **claim** under Section C (Recovery) **we** must have first attended under Section A (Roadside).
2. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **policy** booklet.

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 or for a **claim** under Section D (European breakdown cover) please visit www.rac.co.uk/europeanclaimform.

If **you** have any queries please contact RAC Customer Care (see Contact information, page 01). Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Care. **We** may ask **you** to supply original documents.

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

Hire car terms

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

1. **We** do not provide hire cars for business use, including use for hire and reward.
2. 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 in this policy under Section E.
3. 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).
4. **We** will not provide any specific car type, model or accessories, including tow bars.
5. **We** will not cover any costs of:
 - a) fuel while using the car hire; or
 - b) any insurance excess and additional costs.

Your cover

Section A: Roadside

Covered

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

1. Send help to repair the **motorcycle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **motorcycle** at the roadside, **we** will recover the **motorcycle** and **passengers** to the nearest Ducati franchised dealer or a destination of **your** choice up to a maximum of 10 miles from the **breakdown**. If **we** recover the **motorcycle**, **we** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

Not covered

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

Covered

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

Not covered

Please see the “Not covered” part of Section A (Roadside), which also applies here.

Section C: Recovery

Covered

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

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

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

Not covered

1. Please see the “Not covered” 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: European breakdown cover

European claim limits table

Section	Claim limits
D1 – Onward travel in the UK	<ul style="list-style-type: none">• 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.
D1 – Onward travel in the UK	<ul style="list-style-type: none">• Unlimited roadside assistance in Europe• Garage Labour up to £150 if repairs can be completed on the same day.
D3 – Onward travel in Europe (including recovering you and your passengers back to the UK)	<ul style="list-style-type: none">• Hire car or alternative transport limit: Up to £125 per day, up to a maximum of £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.
D4 – Getting your motorcycle home (providing your motorcycle is not beyond economic repair)	<ul style="list-style-type: none">• Costs up to the market value of your motorcycle, or £500, whichever is greater.• Hire Car – up to £40 per day for up to 3 consecutive days.
D5 – Motorcycle break-in emergency repairs	<ul style="list-style-type: none">• Up to £180

Section D1: Onward travel in the UK

Covered

If **we** attend a **breakdown** under Section A (Roadside) and we cannot fix **your motorcycle** 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 claim limits table** **we** will arrange a hire car for the continuation of **your journey** or until **your motorcycle** 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 07.

Section D2: Roadside assistance in Europe

We will cover **you** up to the limit shown in the **European claim limits table**.

Covered

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

1. Repair the **motorcycle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **motorcycle** at the roadside, **we** will:
 - a. recover the **motorcycle** and **passengers** to a local garage for fault diagnosis on the **motorcycle**;
 - 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 claim 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.

Not covered

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

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

Section D3: Onward travel in Europe

We will cover **you** up to the limit shown in the **European claim limits table**.

Covered

If **your motorcycle** 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; or
2. Alternative transport; or
3. Additional accommodation expenses.

Not covered

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

Covered

A hire car as a replacement until **your motorcycle** has been fixed, up to the limits in this **policy** and **European claim limits table**. Please see Hire car terms on page 07.

2. ALTERNATIVE TRANSPORT

Covered

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

3. ADDITIONAL ACCOMMODATION EXPENSES

Covered

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

Not Covered

1. The **motorcycle** has been repaired to a roadworthy condition; or
2. The decision to bring **your motorcycle home** is made by **us**; or
3. Once we establish that the repair costs to **your motorcycle** 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 motorcycle** is brought back **home** under Section D4 (Getting **your motorcycle** home); or
2. Once **we** establish that the repair costs to **your motorcycle** exceed its **market value** under Section D4.

Section D4: Getting your motorcycle home

We will cover **you** up to the limit shown in the **European claim limits table**.

Covered

If **we** attend a **breakdown** in **Europe** under Section D2 (Roadside assistance in **Europe**) and the **motorcycle** cannot be repaired before **your** planned return to the **UK**, **we** will arrange and pay for:

1. Recovery of the **motorcycle** to a single destination of **your** choice within the **UK**; and
2. Storage charges for the **motorcycle** whilst awaiting the **motorcycle** to be returned to the **UK**; or
3. If **your motorcycle** is repaired in **Europe**, the cost of one person to travel to collect the **motorcycle** by standard class rail or air fare and public transport and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **motorcycle** 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 D3 (Onward travel in Europe) until **your motorcycle** is brought back to the **UK**, up to the amount set out in in the **European claim limits table**.

We will take the **passengers** on the **motorcycle home** under Section D3 (Onward travel in Europe). It is **our** decision whether to get **your broken-down motorcycle home** or have it repaired locally.

Not Covered

1. Any costs:
 - a. if **your motorcycle** is **beyond economical repair**;
 - b. covered under **your** motor insurance;
 - c. relating to storage once **you** have been notified that **your motorcycle** 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 **motorcycle** back **home** if:
 - a. the **motorcycle** is roadworthy; or
 - b. a customs officer or other official finds any contents in or on **your motorcycle** that are not legal in that country;
3. Any import duties not relating to the **motorcycle**, for example relating to items carried in the **motorcycle**;
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 claim limits table**, so if **you** want us to bring the **motorcycle home** and the costs of bringing the **motorcycle home** exceed **your** level of cover **you** will need to pay any costs above **your** level of cover before **we** make arrangements.

Important

- Following **our** authorisation, it can take up to 14 working days for the **motorcycle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If **we** do not bring **your motorcycle** 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 D5: Motorcycle break-in emergency repairs

Before claiming under this section, **you** must report the break-in to the police within 24 hours in order to obtain a written report.

Covered

If the **motorcycle** suffers damage to 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 claim limits table**, for:

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

Not covered

1. The cost of any parts.
2. Any benefits under any other section of this **policy**.

General conditions

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

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.

3. Where the **breakdown** is caused by a component failure this must stop the **motorcycle** 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** motorcycle to a place of repair and **your policy** will not cover this.
4. **We** will not cover any **claim** where the **motorcycle** 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 **motorcycle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **rider** must be with the **motorcycle** 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 **motorcycle**. **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. **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 **motorcycle** must not carry more **passengers** than the number stated in the **motorcycle'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 **motorcycle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **motorcycle**. This remains the **rider's** responsibility.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **policy**. 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 Ducati 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 by this **policy**:
 - a. specialist resource;
 - b. tolls, ferries or congestion charges for **your motorcycle** and **our** vehicle;
 - c. any damage to glass even if the damage means the **motorcycle** cannot be legally or safely ridden. **We** will arrange transport to a local garage so **you** can arrange to get the motorcycle fixed but **you** will have to pay for this; or
 - d. recovery by someone other than the **RAC**. 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 **claim** there may be more than one option available to **you** under this policy. **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. This **policy** does not cover:
 - a. routine servicing, maintenance or assembly of **your** motorcycle;
 - 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 the **motorcycle** to a destination that is, off the public highway to which **you** or **we** have no legal access;
 - e. **your motorcycle** 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. **motorcycles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **motorcycle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **motorcycle** is roadworthy **we** will provide service;
 - g. any **claim** 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 **claim** under this policy where the **breakdown** was first reported to **us** under a different policy.
18. If **you** are asked to review and approve a document, including an electronic form, recording the condition of **your motorcycle**, 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 under this **policy**, **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;
20. Any **claim** 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, subject to the limits as set out in this **policy**.

Conditions specific to travel in Europe

21. **Claims** made more than 24 hours after the **breakdown** may be declined in part or completely;
22. This **policy** does not cover:
- a. vehicle storage charges, other than under Section D4 (Getting **your** motorcycle 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 **motorcycle** is travelling;
 - d. **Breakdowns in Europe** caused by running out of oil or water, frost damage or rust or corrosion.
23. **We** will not cover any **claim** for any repairs which are not essential in order to continue the journey.
24. **You** must make sure the **motorcycle** meets all relevant laws of the countries you visit during a journey;
25. 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
26. If **your motorcycle** 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 cover under Section D3 (Onward travel in Europe) or Section D4 (Getting **your** motorcycle home).

Included benefits

The following are provided at no additional charge:

1. Service in the Republic of Ireland

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

If the **motorcycle** 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 motorcycle** at the roadside, **we** will recover the **motorcycle** to **your home**, or to another destination in Northern Ireland if the distance is less.

2. Urgent Message Relay

If **your motorcycle** 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. If your motorcycle cannot be ridden for the following reasons, we will attend and recover your motorcycle and passengers to a local garage;

- a) A road traffic collision
- b) If **you** have put the wrong fuel in to the **motorcycle**
- c) If **your motorcycle** has run out of fuel [or charge in an electric motorcycle]; or
- d) If **your motorcycle** has a flat tyre.

Additional services

We can provide additional services that are not included in **your policy** 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 **rider-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 **your policy** and they cannot pay, **we** will invoice **you**.

Cancellation of your policy

Your right to cancel

You can cancel **your policy** 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 **Ducati Warranty Services** if **you** wish to cancel this policy. **You** will not receive any refund if **you** have made a **claim** during the **policy period**, including within the first 14 days.

Please note: If **you** cancel this **policy**, **your** cover under Section F (Ducati Assist Plus), if purchased, will be cancelled at the same time.

Our right to cancel

RAC may cancel the **policy** in the event of misuse of this **policy** and there will be no refund of any premium.

Where **RAC** cancels **your policy**, **we** will not refund any premium.

Misuse of policy

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. Knowingly allow someone that is not covered by **your policy** to try and obtain a service under this **policy**;
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** in the future;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **policy** with immediate effect;
4. Immediately cancel this **policy**; and
5. Refuse to sell any **policy** 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 **policy** 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 **Ducati Warranty Services** know immediately if **you** need to change anything on **your policy**. 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 this **policy** such as services at or following a **breakdown**, or the included benefits please contact **us** as follows:

Breakdown Complaints

Tel: 0330 159 0339

Ducati Assist Customer Care

RAC Motoring Services, Great Park Road,
Bradley Stoke, Bristol BS32 4QN.

breakdowncustomercare@rac.co.uk

Sales and Administration Complaints

Tel: 0344 573 8050

Ducati Warranty Services

Jubilee House, 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, **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

RAC Insurance Limited 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. Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk.

The cover provided by RAC Motoring Services under this **policy** is not covered by the FSCS.

Law

The parties are free to choose the law applicable to this **policy**. 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 **policy** 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 this product are **Ducati Warranty Services (DWS)** and **RAC Motoring Services (RACMS)**. The provision of **your** personal data enables DWS 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 the **policy**. Details of how both RACMS and DWS process **your** data are set out below.

RACMS

This part of the policy summarises how RAC Motoring Services (RACMS) and RAC Insurance Limited (RACIL) collect and use **your** data. For more information about how RACMS and RACIL process **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 this **policy**, where **you** receive the benefit of Roadside, At Home or Recovery cover RAC Motoring Services (RACMS) shall be the data controller for the purpose of providing those services. Where you receive the benefit of European Breakdown cover, RAC Insurance Limited (RACIL) shall be the data controller for the purpose of providing those services.

The registered office for both RACMS (registered number: 01424399) and RACIL (registered number: 02355834) 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 and RACIL, 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 and RACIL obtain **your** personal data from DWS for the purpose of performing the services under **your policy** and from **you** when you contact them directly in relation to **your policy**. Please be aware that they may record telephone calls for staff training and evidential purposes.

Why does RAC use your information?

RACIL and RACMS use **your** personal data to achieve the legitimate interest of providing **you** with services under this **policy** 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 and RACIL use 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 motorcycle** and information about any relevant journeys.
- Policy information: such as **your** policy number, **policy start date** and expiry date.
- Vehicle information: vehicle reg 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.

Ducati Warranty Services (DWS), means Car Care Plan Limited (Registered No: 850195) Registered Office is Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. If **you** have any questions concerning the use of **your** personal data, please contact the Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.

DWS 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 DWS. DWS will also use **your** data to safeguard against fraud and money laundering and to meet DWS's general legal or regulatory obligations.

DWS 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 bureaux, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

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

You have the right to ask DWS:

- 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 DWS'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 DWS'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 DWS processes **your** personal data. For more information please visit www.view-privacy-policy.co.uk.