

# **Contact information**

	Telephone	In Writing
Breakdown	0330 159 8760	
Customer Services	Please refer to <b>your broker</b>	
Hearing assistance	Telephone prefix 18001 to access Typetalk or text <b>us</b> on 07855 828282	

# Telephone charges

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

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

# If your vehicle breaks down, please provide us with

- 1. Your name or policy number
- 2. Identification such as a bank card or driving licence
- 3. The vehicle's make, model and registration number
- 4. The exact location of the vehicle the road you are on or the nearest road junction
- 5. The number of the phone you are using
- 6. The cause of the breakdown, if you know it
- 7. Your credit card if you need additional services

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

## Remember

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

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

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# Your terms and conditions

# Definition of words

Any words in bold appearing throughout this RAC Breakdown Cover have a specific meaning which we explain below.

"breakdown"/"breaks down"/"broken down" means an event during the policy year, that stops the vehicle from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any driver induced fault or any key related issue other than keys locked in your vehicle:

"broker" means the insurance agent/broker who you purchased this RAC Breakdown Cover from and whose contact details are shown on your policy schedule:

"call-out"/"claim" means each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;

"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7 metres long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

"driver"/"their"/"they" means you or any driver of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the UK;

"driver induced fault" means any fault caused by actions or omissions of the driver of the vehicle, except running out of fuel and battery failure;

"end date" means the date that this RAC Breakdown Cover expires as shown on your policy schedule;

"home" means the address in the UK where you live permanently, as shown on your policy schedule;

"modified vehicle" means any vehicle that has been modified from the manufacturer's specifications;

"passengers" means the driver and up to seven passengers travelling in the vehicle;

"policy year" means the 12 month period from the start date of your RAC Breakdown Cover;

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

- For Sections A, B and C means RAC Motoring Services;
- 2. For Section D means RAC Insurance Limited;

- For Additional Services means RAC Motoring Services; and
- In each case any person employed or engaged to provide certain services on their behalf;

"RAC Breakdown Cover" means this RAC Breakdown policy that is subject to the terms and conditions together with the policy schedule;

"reimburse"/"reimbursement" means reimbursement by RAC under the reimbursement process;

"road traffic collision" means a traffic collision involving a vehicle within the UK;

"policy schedule" means the document entitled "policy schedule" containing important details about this RAC Breakdown Cover and levels of cover;

"specialist equipment" means equipment that is not normally required by RAC to complete repairs and recoveries, for example winching and specialist lifting equipment;

"start date" means the date that this RAC Breakdown Cover begins, or renews;

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

"vehicle" means the UK registered vehicle as shown on your policy schedule and that complies with the following specifications

- 1. is less than (a) 3.5 tonnes; and (b) 2.55 metres wide and (c) 3 metres high;
- 2. it is not a motorcycle.

"you"/"your" means the person taking out the RAC Breakdown Cover as named on the policy schedule.

# Important information about your RAC Breakdown Cover

• This RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. Based on the information provided this RAC Breakdown Cover meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of vehicles are met.

- Some sections of cover are optional. The ones you have chosen are listed on your policy schedule. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions.
- All requests for service must be made directly to us.

#### Your RAC Breakdown Cover consists of:

- A Breakdown Policy one or more contracts of insurance between you and the insurers – depending on the type of cover:
  - RAC Motoring Services provides insurance for Sections A, B and C; and
  - RAC Insurance Limited provides insurance for all Section D.

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

 A policy schedule- detailing the type of cover you have, the level of cover chosen, and the cost of cover. The policy schedule will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by your broker following purchase.

# Policy type

This RAC Breakdown Cover covers the vehicle shown on your policy schedule and if registered at your home address. The vehicle is covered whoever is driving.

# Policy Year

The RAC Breakdown Cover will start on the start date and end after the end date as shown on your policy schedule

# Limits of Cover

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

- 1 When a **claim** can be made.
  - a) no claim is permitted under section A if the breakdown occurred prior to purchasing this RAC Breakdown Cover:

- b) no claim is permitted under sections B to D within 24 hours of the initial start date of the RAC Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section;
- c) in order to make a **claim** under Section C (Recovery) **we** must have first attended under Section A (Roadside); and
- d) in order to make a claim under Section D, we must have first attended under Section A (Roadside) or B (At Home).
- The number of claims that can be made per policy year whether under a particular section, or as a whole, one claim means one request for service or benefit for cover under any section of this RAC Breakdown Cover, regardless of who makes the claim:
- 3. The amount that is covered:
  - a) for certain types of claim or for certain sections, as set out in this RAC Breakdown Cover.

#### 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 <a href="www.rac.co.uk/reimbursementclaimform">www.rac.co.uk/reimbursementclaimform</a>. If you have any queries please contact Breakdown Customer Care on 0330 159 0337. Please send your completed claim form with proof of payment (such as a receipt) to our Customer Care Team. We may ask you to supply original documents.

# Hire Vehicle Terms

Certain sections of this RAC Breakdown Cover include the supply of a hire vehicle. Where a hire vehicle is available as a covered benefit, the following terms apply:

#### Covered

Up to 2 consecutive days or until **your vehicle** has been fixed if sooner.

- We will arrange and pay for a hire car. We will provide a replacement car where the vehicle we attend is a car, or a replacement van where the vehicle we attend is a van. The category of the type of hire car which we will arrange will be a small hatchback;
- 2. If you are not eligible for a hire vehicle arranged by us for any reason, such as you do not meet the hire vehicle provider's terms (e.g. you have points on your licence), and you choose to hire a vehicle yourself, let us know before you hire a vehicle, and then provided we have agreed the cost, we

will reimburse you up to £35 per day;

 Where we arrange a hire vehicle we will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay the excess).

#### Not Covered

- We will not provide any specific car type, model or accessories, including tow bars.
- 2. Any cost of:
  - a) delivery and collection of the car hire and any fuel used; or
  - b) fuel while using the vehicle hire; or
  - c) any insurance excess and additional costs.

## Included Benefits

As well as the cover **we** provide under Sections A to D, we offer the following benefits provided by RAC Motoring Services at no additional charge to **you** and include:

- · Urgent Message Relay; and
- Replacement Driver.

#### Additional Services

RAC Motoring Services can also offer additional services following a **breakdown** for an additional charge which will be agreed with **you** before service is provided.

# Your Cover

# Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.
Covered

If your vehicle breaks down within the UK more than a 1/4 of a mile from your home, we will:

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

#### Caravans or Trailers

If a caravan or trailer breaks down within the UK more than 1/4 mile from your home, we will send help to repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.

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

#### Not Covered

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

# Section B. At Home

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

#### Covered

We will provide the same cover as the "Covered" part of Section A (Roadside) if your vehicle breaks down at, or within a 1/4 of a mile of, your home.

# Not Covered

Please see the "Not Covered" part of Section A (Roadside), which also applies here.

# Section C. Recovery

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

## Covered

If we are unable to repair the vehicle under Section A (Roadside), we will recover the vehicle from the breakdown location to:

- 1. A local garage; or
- A single destination chosen by the driver 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.

#### Not Covered

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

# Section D. Onward Travel

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel

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

- Hire vehicle;
- 2. Alternative transport; or
- 3. Overnight accommodation.

# 1. Hire Vehicle

#### Covered

Please see Hire Vehicle terms.

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

# 2. Alternative transport

#### Covered

If the **driver** 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

#### Covered

The **driver** may decide that waiting for the **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

#### Covered

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

- book one night's bed and breakfast accommodation for the driver and 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; and
- arrange to get the patient home or to a local hospital as soon as they are fit to travel.

#### Not Covered

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

## **General Conditions**

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

- 1. You must pay your premium.
- You must request services directly from us, as we will only provide cover if we make arrangements to help you.
- 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 your RAC Breakdown Cover will not cover this.
- We will not cover any claim where the vehicle is already at a garage or other place of repair.

- Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the vehicle, or to correct an attempted repair by someone else, we will not provide cover.
- 6. A **driver** must be with the **vehicle** when **we**
- 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.
- 11. Where we provide a repair to the vehicle, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility.
- 12. We will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this RAC Breakdown Cover. For example, we will not pay for any loss of earnings or missed appointments.
- 13. We do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst we will try to check that the garage will undertake the type of repairs required, we cannot guarantee this. We will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
- 14. During extreme weather, riots, war, civil unrest, industrial disputes, our services can be interrupted. We will resume our service to you as soon as we can in these circumstances.
- 15. The cost of the following is not covered by this RAC Breakdown Cover:
  - al specialist equipment:
  - tolls, ferries or congestion charges for the 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;
- d) spare tyres and wheels and repairing or sourcing them; or
- e) recovery by someone other than **us** even if this is requested by the emergency services.
- f) we will only provide recovery once instructed to do so by the emergency services.
- 16. In handling any claim there may be more than one option available to the driver under this RAC Breakdown Cover. We will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so we will act in consultation with the driver, and act reasonably at all times.
- 17. The **vehicle** must be used only for private or business use, other than private or public hire.
- 18. This RAC Breakdown Cover does not cover:
  - a) routine servicing, maintenance or assembly of the vehicle;
  - b) caravan or trailers, except as described under Section A:
  - use of your vehicle for demonstration purposes or carrying trade plates;
  - d) breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - e) **breakdowns** that occur off the public highway to which the **driver** or **we** have no legal access;
  - f) the 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 quidelines;
  - g) 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;
  - any claim that is or may be affected by the influence of alcohol or drugs;

- i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
- j) any claim under this RAC Breakdown Cover where the breakdown was first reported to us under a different policy.
- 19. If the driver is asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and we will not be responsible for any errors or omissions.

## Additional Renefits

The following are provided at no additional charge:

# Service in the Republic of Ireland

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

# Urgent message relay

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

# Replacement driver

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

#### Additional services

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

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

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

# Cancellation of your RAC Breakdown Cover

# Your right to cancel

You can cancel your RAC Breakdown Cover within the cooling off period, being 14 days from the later of:

- the start date; or
- the date you receive your RAC Breakdown Cover documents.

If you do this, we will cancel the RAC Breakdown Cover with immediate effect from the day you request it and we will refund your premium in full unless a claim has been made within this cooling off period. If you downgrade your RAC Breakdown Cover after this cooling off period we will not refund premium to you;

At any time after the 14 day cooling off period referred to above, you may cancel this RAC Breakdown Cover. Cancellations must be made by contacting your broker. RAC Breakdown Cover will be cancelled with immediate effect. You will receive a pro-rata refund of premium if no claims have been made. If any claims have been made then no refund of premium will be given.

Your RAC Breakdown Cover will automatically cancel if your associated motor insurance policy is cancelled.

## Our right to cancel

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

Where we cancel your RAC Breakdown Cover we will not refund any premium.

# Misuse of RAC Breakdown Cover

Each driver must not:

- Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade us into a dishonest or illegal act;
- Omit to tell us important facts about a breakdown in order to obtain a service:
- Provide false information in order to obtain a service:
- Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
- 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:

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

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

## Renewal of RAC Breakdown Cover

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

# Changes to your details

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

If you change your vehicle you must call your broker to update your details. If you do not, you may not be covered.

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

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

# Complaints

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

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomercare@rac.co.uk
Calan and administration	·	
Sales and administration Complaints	Please refer to <b>your broker</b>	

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	Phone	In writing
	0800 023 4567	The Financial Ombudsman Service
	OR	Exchange Tower
		London
your complaint to the Financial Ombudsman Service at the	0300 123 9123	E14 9SR
following address:		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, or by writing to:

Financial Services Compensation Scheme

10th Floor.

Beaufort House,

15 St Botolph Street,

London

EC3A 7QU

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

#### Law

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

#### Your Data

## **Data Protection Statement**

This section provides a short summary of how we collect and use your data. Please refer to our website at rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy for full details of how we use your data. Alternatively, you can obtain a copy of the Privacy Policy by using the contact details below.

#### What is your data?

There are three types of data we hold about you:

- Personal data is information we hold on record which identifies you. This may include your name, address, email address and telephone number:
- We will may also hold data about you that is not personal, for example, information about your vehicle: and
- A small number of our services require the collection and storing of special categories of personal data. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

#### How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when you purchase this RAC Breakdown Cover, contact us through social media or make a claim under your RAC Breakdown Cover. We will always need to collect, store and use information about you to be able to provide you with your RAC Breakdown Cover.

Please note, if you do not provide your data we will be unable to provide you with cover, as well as services related to administering your RAC Breakdown Cover.

#### How we will use your data

We will use your data for the administration of your RAC Breakdown Cover, for example, helping you if you make a claim. We may disclose your personal data to service providers who provide help under your RAC Breakdown Cover.

#### Your rights

You have a number of rights relating to your personal data. For further information regarding any of these rights please visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

- Call our Customer Service Team: 0330 159 0337; or
- 2. Email **us**: membershipcustomercare@rac.
- Write to us:

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



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