

# European Breakdown Cover - Policy Booklet

**Terms and conditions**

PLEASE READ AND KEEP FOR YOUR RECORDS

## Contact Information

	Telephone	In Writing
<b>Breakdown in the UK</b>	0333 2000 999 or 0800 82 82 82	
<b>Breakdown in Europe</b> Calling from <b>Europe</b> Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	0033 472 4352 44* 0800 94 20 44 1 800 535 005	
<b>Bringing your vehicle back to the UK after a breakdown</b>	0330 1590 342	
<b>European Legal Care claims</b>	0333 202 2981	
<b>Claim Form Requests</b> From the <b>UK</b> From <b>Europe</b>	0330 1590 334 0044 161 332 1040*	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
<b>Customer Services</b> including if <b>you</b> are unhappy with any of our services	0330 159 0360	RAC Financial Services Limited, Great Park Road, Bradley Stoke, Bristol, BS32 4QN breakdowncustomercare@rac.co.uk
<b>Hearing assistance (in the UK)</b>	Telephone prefix 18001 to access Tynetalk or text us on 07855 828282	

\*Please replace the 00 at the beginning with 810 when in Belarus or Russia

## Telephone charges

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

**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.

**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.

## If your vehicle breaks down, please provide us with

1. **Your** name and **RAC** membership number 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 contact **us** within 24 hours of becoming aware of the **breakdown** **we** may refuse to provide cover in relation to the **breakdown**.

## Remember

1. Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.
2. **We** will only provide cover if **we** arrange help, or otherwise approve action taken by **you** or on **your** behalf.

## Breakdown or road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is in a **road traffic collision** 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

European Breakdown Cover .....	4
Definition of Words .....	4
Part 1 – Breakdown policy .....	6
Policy Types.....	6
Policy Period .....	6
Limits of Cover .....	6
Caravans and Trailers.....	6
Territorial Zones .....	7
Your Cover.....	8
Section 1: Roadside assistance in the UK .....	8
Section 2: Onward travel in the UK.....	8
Section 3: Roadside assistance in Europe .....	8
Section 4: Missed connection .....	9
Section 5: Onward travel in Europe .....	9
Section 6: Getting your vehicle home.....	9
Section 7: Vehicle break in emergency repairs.....	10
Section 8: Replacement Driver.....	10
Section 9: European Legal Care .....	10
General Conditions .....	12
Cancellation of your policy .....	13
Misuse of your policy .....	14
Renewing your Policy.....	14
Changes to your details .....	14
Complaints.....	15
Part 2 – Arrangement and Administration Contract.....	16
Your Data.....	19

## European Breakdown Cover

This consists of:

1. **A Breakdown Policy** – a contract of insurance between **you** and the insurer - RAC Insurance Limited provides insurance for all sections of this booklet.
2. **An arrangement and administration contract** – a contract for services between **you** and RAC Financial Services Limited (RACFS) as arranger and administrator, set out in Part 2 of this booklet. Fees are payable for the services of RACFS and will be made clear to **you** in advance of purchase.
3. **A Schedule** - detailing the level of cover chosen, and the cost. The **schedule** will detail the premium, the fees, and any other charges payable, and will be made clear in advance of purchase, and will be provided to **you** by RACFS following purchase.

## Definition of Words

These definitions apply, independently, to both contracts in this European Breakdown Cover booklet:

- Part 1 – Breakdown Policy;
- Part 2 – Arrangement and Administration Contract; and
- Your Data

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

**“accident”** means a specific or sudden incident for which **you** were not at fault and another party was at fault that causes **you** bodily injury;

**“approved garage”** means a garage in the UK that has been approved by us;

**“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** or had a **road traffic collision** in **Europe**, 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** or **road traffic collision** has occurred;

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

**“caravan”/“trailer”** means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 metres long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

**“claim”**

1. For Section 9 – European Legal Care, means an incident which **we** accept as falling within the terms of European Legal Care and which in **our** reasonable opinion is the first incident that could lead to a claim being made; or
2. For all other sections of this **policy** means each separate request for service or benefit for cover under any section of this **policy**;

**“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;

**“Europe”** means the countries within the territorial zone that applies to **your** cover, please see the territorial zones table on page 7;

**“home”** means the address in the UK where **you** live permanently, as shown on **your** schedule;

**“journey”** means a trip to **Europe** which begins on departure from **home** on or after the **start date** and ends on return **home** during the **policy period**;

**“legal costs”** means:

1. the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or
2. the reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

**“legal proceedings”** means the pursuit of a **claim** for **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **UK** or **Europe**, or the defence of a motoring prosecution within a court of criminal jurisdiction in the **UK** or **Europe**;

**“legal representative”** means the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

1. to try to recover all **legal costs** from the other party;
2. not to submit any **claim** for **legal costs** until the end of the case; and
3. to keep **us** informed, in writing, of the progress of **legal proceedings**;

**“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(s)), of a **vehicle** based upon a vehicle of the equivalent age, make, recorded mileage and model as the **vehicle**;

**“passengers”** means the driver and up to 8 people travelling with **you** for the whole duration of **your journey**, or if **you** have paid a supplement means the driver and up to 16 people travelling with **you** for the whole duration of **your journey**;

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

**“policy”** means the breakdown policy that is subject to the terms and conditions in Part 1 of this Policy booklet together with the **schedule**;

**“policy period”** means the length of time for which **your policy** is in force as shown on **your schedule**;

**“RAC”/“we”/“us”/“our”**

1. For the breakdown policy under Part 1 – Sections 1 to 9 means RAC Insurance Limited;
2. For Your Data, means RAC Motoring Services, RAC Insurance Limited and RAC Financial Services Limited;
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

**“RACFS”** means RAC Financial Services Limited;

**“reimburse”/“reimbursement”** means reimbursement by **RAC** under the reimbursement process as set out on page 6;

**“road traffic collision”**

1. For Section 9 - European Legal Care, means a traffic collision involving a **vehicle** and at least one other motor vehicle on a public highway, private road or a car park to which the public has an uninterrupted right of access for which **you** were not at fault and another party was at fault; and
2. For all other sections means a traffic collision involving a **vehicle** within the **UK** and **Europe** that immobilises the **vehicle**;

**“schedule”** means the document entitled “Schedule” containing important details about the **policy** types 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 **policy** begins, or renews, as shown on **your schedule**;

**“UK”** means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

**“uninsured losses”** means **your** losses directly arising out of a **road traffic collision** or bodily injury due to an **accident**, that are not covered by insurance;

**“vehicle”** means a **UK** registered vehicle that complies with the following specifications:

1. It is either a car, light van, motorhome, or minibus that is less than
  - 3.5 tonnes;
  - 7.0 metres long including a tow bar;
  - 2.55 metres wide;
  - 3 metres high; or
2. It is a motorcycle over 121cc and is not a mobility scooter.

**“you”/“your”** means the person taking out the **policy** and any additional members as named on the **schedule**.

## Part 1 – Breakdown policy

### Important information about your policy

- This **policy** is intended to offer services in the event **your vehicle breaks down** or is in a **road traffic collision** whilst **you** are using the **vehicle** on a **journey** from the **UK to Europe**. It meets the demands and needs of those who wish to ensure these risks are met now and in the future.
- There are three levels of cover. The one **you** have chosen is listed on **your schedule**. Please make sure this is correct.
- There are general conditions set out on page 12 that apply to all sections. There are also specific conditions that are set out in each section that apply to that section. **You** must meet all of these conditions.

### Policy types

We have two types of cover

1. Personal Based

This covers you as a driver or a passenger in any **vehicle**. **You** can add up to 4 people in **your** household onto **your policy**. This is only available if **you** have personal based UK breakdown cover with **us**. The only cover level available is Comprehensive.

2. Vehicle Based

This covers the **vehicle/s** shown on **your schedule** if registered at **your home** address. The **vehicle** is covered whoever is driving. This is available for all cover levels.

### Policy Period

**You** can choose from:

1. Single Trip – the **policy period** is set out on the **schedule** and covers one **journey**; or
2. Annual – the **policy period** is annual from the date set out on the **schedule** and covers multiple **journeys**.

### Levels of Cover

We have 3 levels of cover available under this **policy**

1. Standard;
2. Comprehensive; and
3. Comprehensive Plus.

## Limits of Cover

Cover under this **policy** is subject to certain limits:

1. The maximum number of **claims** that **you** can make under each section depends on the level of cover **you** have chosen. Please see **your schedule**;
2. Annual trip cover has a limit on the maximum number of **claims** that can be made:
  - a. during the **policy period**; and
  - b. in one **journey**;
3. Annual trip cover includes unlimited **journeys** during the **policy period**, but each **journey** is limited to a maximum of 90 days;
4. Single trip cover is limited to one **journey** during the **policy period**;
5. Each request for service will be counted as a **claim**, but requests for service relating to the same **breakdown** or **road traffic collision** will count as one **claim**. Once **claim** limits are reached **we** will not provide any further service under the relevant section of this **policy**.

## Reimbursement

Under some sections, **you** will need to pay for the service up front and **claim** this back from **us** using **our** claim form. To obtain a claim form please visit [www.rac.co.uk/europeanclaimform](http://www.rac.co.uk/europeanclaimform) or contact Customer Services. Please send **your** completed claim form within 90 days of **your** planned return date with proof of payment (such as a receipt) to Customer Services. **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.

## Caravans and Trailers

If **you** are towing a **caravan** or **trailer** and **we** have agreed to cover this, as set out on **your schedule**, **we** will provide the benefits available to the **vehicle** under the **policy** in respect of the **caravan** or **trailer**. **We** cannot arrange a replacement caravan or trailer, nor can **we** usually hire vehicles with tow bars so **you** may need to leave the **caravan** or **trailer** with the **vehicle** while it is being repaired. It may become necessary to bring the **caravan** or **trailer** back to the **UK** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the planned return date.

## Important

Please note that **caravans** and **trailers** are only covered when attached to **your vehicle** when the **breakdown** occurs. Please also note that **trailers**, where covered, do not include anything being carried on the **trailer**, and the benefits under this **policy** do not extend to them.

## 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:

### Covered

1. We will try to find a hire car close in size to **your vehicle**, but cannot guarantee this and **we** may offer more than one hire car;
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 providers terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **us** know before **you** hire a car, as provided **we** have agreed the cost, **we** will **reimburse you** up to the amount set out in **your schedule**;
3. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver. This covers the cost of damage but **you** would still need to pay the excess. If **you** leave the hire car at a different location to the one arranged by **us**, **you** will need to pay the hire car company any additional costs.

### Not Covered

1. We will not provide any specific car type, model or accessories, including tow bars;
2. We will not provide the hire of minibuses, motorhomes, motorcycles or vans;
3. Crossing a border from one country to another, unless agreed with **us** and permitted by the hire car provider. **You** may need to change vehicles;
4. We will not provide breakdown cover for the hire car; and
5. Any cost of:
  - a. delivery and collection of the hire car and any fuel used;
  - b. fuel while using the hire car;
  - c. a trailer to transport **your** motorcycle; or
  - d. any insurance excess and additional costs.

## Territorial Zones

Zone 1	Zone 2	Zone 3
All cover levels		Comprehensive & Comprehensive Plus
Andorra	Austria	Albania
Belgium	Denmark	Armenia
France	Finland	Azerbaijan
Germany	Gibraltar	Belarus
Luxembourg	Italy	Bosnia Herzegovina
Monaco	Liechtenstein	Bulgaria
Netherlands	Norway	Croatia
Republic of Ireland	Portugal	Cyprus (South)
	San Marino	Czech Republic
	Spain (excluding Ceuta and Melilla)	Estonia
	Sweden	Georgia
	Switzerland	Greece
	Vatican City	Hungary
		Latvia
		Lithuania
		Macedonia
		Malta
		Moldova
		Montenegro
		Poland
		Romania
		Russian Mainland (west of the Urals)
		Serbia
		Slovakian Republic
		Slovenia
		Turkey in Europe plus Uskadar
		Ukraine

## Your Cover

### Section 1: Roadside assistance in the UK

Please see **your schedule** to check whether **your policy** includes cover under this section.

#### Covered

If **your vehicle breaks down** within the **UK** more than  $\frac{1}{4}$  mile from **your home** and prior to the **planned departure date** or on **your 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 recover the **passengers**:
  - a. to an **approved garage**; or
  - b. to another local garage; or
  - c. back to **your home**.

**We** will also relay any urgent messages from **you** to a contact of **your** choice.

#### Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended, and:
  - a. the original fault has not been properly repaired; or
  - b. **you** have not followed **our** advice after a temporary repair;
4. Requests for service following a **road traffic collision**; or
5. Cover under this section if **you** have a UK breakdown policy with **us**, as cover will be provided under that **policy**.

### Section 2: Onward travel in the UK

Please see **your schedule** to check whether **your policy** includes cover under this section.

#### Covered

If **we** attend a **breakdown** under Section 1 and **we** cannot fix **your vehicle** by **your planned departure date** and:

1. **you** are within the time scale set out in **your schedule**; and
2. limited to the maximum amount set out in **your schedule**

**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.

#### Not Covered

Requests for service following a **road traffic collision**.

## Section 3: Roadside assistance in Europe

**We** will cover **you** up to the limit shown on **your schedule**.

#### Covered

If **your vehicle breaks down** or is involved in a **road traffic collision** 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 on **your schedule**;
  - 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, including garage labour charges:
  - a. if the **vehicle** was in a **road traffic collision**; or
  - b. 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.

#### Mis-fuelling

If **you** put the wrong fuel in **your vehicle**, although this is not covered as a **breakdown** under this **policy**, **we** will arrange to recover **your vehicle** and **passengers** to a local garage. **You** are not entitled to benefits under any other section of this **policy**.

#### Key

If **your** keys are locked in the **vehicle**, **we** will attend and get them out if possible, but **we** are not liable if damage is caused to the **vehicle** in doing so. **You** are not entitled to benefits under any other section of this **policy**.

#### Tyres

If **you** need a replacement tyre, although this is not covered as a **breakdown** under this **policy**, **we** will attend and change the tyre if **you** have a spare or recover **your vehicle** and **passengers** to a local garage if **your vehicle** is manufactured without a spare. **You** are not entitled to benefits under any other section of this **policy**.

## Section 4: Missed connection

Please see **your schedule** to check whether **your policy** includes cover under this section.

### Covered

If **we** attend a **breakdown** under Sections 1 or 3 and **you** miss **your** pre-booked connection, **we** will **reimburse you** for the costs of a replacement standard class ticket to allow the **passengers** to continue the **journey**.

### Not Covered

1. Replacement tickets where the missed connection resulted from a **road traffic collision**;
2. The cost of:
  - a. connections where **you** are not travelling in the **vehicle**;
  - b. transport to a destination outside of the territorial zone covered by **your policy** as set out in **your schedule**; or
  - c. the original travel ticket.

## Section 5: Onward travel in Europe

**We** will cover **you** up to the limit shown on **your schedule**.

### Covered

If **your vehicle** has a **breakdown** or a **road traffic collision** 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 either:

1. Alternative transport; or
2. Additional accommodation expenses.

If **you** have the comprehensive plus level of cover **you** are entitled to both 1 and 2 above.

### 1. Alternative transport

#### Covered

1. A hire car as a replacement until **your vehicle** has been fixed, up to the limits in this **policy** and **schedule**; or
2. A standard class ticket up to the limits in this **policy** and **schedule** for travel by air, rail, taxi or public transport.

### 2. 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

Accommodation where **you** have suitable alternative accommodation **you** can use.

Cover 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 **your** motor insurer; 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 6; or
2. Once **we** establish that the repair costs to **your vehicle** exceed its **market value** under Section 6.

## Section 6: Getting your vehicle home

**We** will cover **you** up to the limit shown on **your schedule**.

### Covered

If **we** attend a **breakdown** or a **road traffic collision** in **Europe** under Section 3 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 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 **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 5 until **your vehicle** is brought back to the **UK**, up to the amount set out in **your schedule**.

**We** will take the **passengers** in the **vehicle home** under Section 5 (Onward Travel in Europe).

It is our decision whether to get **your broken down vehicle home** or have it repaired locally, unless **you** have comprehensive plus and repair costs exceed £500 in which case **you** can choose. **We** will follow **your** motor insurer's decision whether to get **your vehicle home** or have it repaired locally following a **road traffic collision** covered by **your** motor insurance.

## Not Covered

- Any costs:
  - if **your vehicle** is **beyond economical repair**
  - covered under **your** motor insurance;
  - relating to storage once **you** have been notified that **your vehicle** is ready to collect; and
  - relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
- We** will not take the **vehicle back home** if:
  - the **vehicle** is roadworthy; or
  - a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;
- Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
- We** will not cover the costs of fuel, insurance or meals;
- We** will only cover costs under this section to the amount set out on **your schedule**, so if **you** want **us** to bring the **vehicle home** and the costs of bringing the **vehicle 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 **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 7: Vehicle break-in emergency repairs

Please see **your schedule** to check whether **your policy** includes cover under this section.

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 **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 on **your schedule**, for:

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

### Not Covered

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

## Section 8: Replacement Driver

Please see **your schedule** to check whether **your policy** includes cover under this section.

### Covered

Although this is not covered as a **breakdown** under **this policy**, if **you** suddenly or unexpectedly fall ill 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.

### Not Covered

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

## Section 9: European Legal Care

Please let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**. Just call **us** on 0333 202 2981 first for help and advice.

### Uninsured Loss Recovery

#### Covered

If **you** are involved in an **accident** or **road traffic collision** in the **UK** or **Europe** during a **journey** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance excess, that **you** need to recover, **we** will:

- Provide **you** with help and advice. **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
- Put **you** in touch with **our legal representative**, who will assess **your claim**; and
- If **our legal representative**, in their reasonable opinion, agrees **your claim** has a 51% or greater chance of succeeding, **we** will cover **you** for **legal costs**, up to a maximum of £100,000 per **claim**.

## Not covered

1. We do not cover **legal costs** if **your uninsured losses** include a claim for personal injury compensation and **our legal representative** assesses, in their reasonable opinion, that **your case** would fall under the Small Claims Track of the County Court, or equivalent outside of England and Wales.

## Legal Defence

### Covered

If **you** have received a summons to attend a magistrates' court (or equivalent court outside of England and Wales) for an alleged motoring offence involving **your vehicle** and occurring in the **UK** or **Europe** during a **journey**, and **you** wish to defend this allegation, **we** will:

1. Provide **you** with help and advice. **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2. Put **you** in touch with **our legal representative**, who will assess **your** case; and
3. If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of successfully defending the alleged offence, **we** will appoint and pay for a barrister or suitable representative to defend **you**, up to a maximum of £25,000 per **claim**.

### Not Covered

**We** cannot provide help if **your** summons relates to an alcohol, drugs or parking related offence.

## Travel Costs

### Covered

If **you** are required to travel to **Europe** for a medical examination or to attend court, **we** will **reimburse you** up to £1000 per **claim**, providing:

1. The **road traffic collision, accident** or traffic offence, occurred in **Europe**;
2. It is for a **claim** **we** have accepted under the Uninsured Loss Recovery or Legal Defence sections; and
3. **Your** costs are reasonable, for example **you** do not purchase first class tickets where standard class is available.

Please contact **us** as soon as **you** are aware **you** may need to travel. **We** must agree to the travel costs before they are incurred.

## Conditions for European Legal Care

1. **Legal claims** can be complex and technical. **You** must follow **our** advice to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;
2. **We** will not provide cover for appeals;
3. **We** will not cover **legal costs**:
  - a. that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
  - b. for **claims** arising from:
    - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
    - ii. a **road traffic collision** occurring during a race, rally or competition;
4. **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
5. **You** must always keep any losses **you** incur to a minimum; ensure **you** take steps to prevent any loss in the first place and do not do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
6. **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
7. Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. If for any reason **we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one;
8. If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative** **we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover **your legal costs** in connection with this; and
9. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**.

## 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, or agree them with us as we will only provide cover if we make arrangements to help you, or if you make arrangements where we have agreed them in advance;
3. You must be a permanent resident in the UK during the period of cover;
4. Claims made more than 24 hours after the breakdown may be declined in part or completely;
5. 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;
6. Where we deem, acting reasonably, that you requested service to avoid the cost of repairing the vehicle, we will not provide cover;
7. If your policy is personal based you must be with the vehicle at the time of breakdown and when we attend. For both personal and vehicle based policies there must be a driver with the vehicle when we attend;
8. You are responsible at all times for the care of your personal belongings, valuables, luggage, goods, vehicles, and boats in or on a vehicle. We will not be responsible for any loss of or damage to them;
9. Anyone under the age of 16 must be accompanied by a legal and qualified driver who is 17 or over;
10. We will not allow animals in our vehicles. Any animals can remain in your vehicle at your own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport livestock. We will not be responsible for any costs relating to animals;
11. 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;
12. Where we provide service under this policy, this does not mean that we are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility;
13. We will not be responsible for any losses that you 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;
14. We will not cover any claim for any repairs to a vehicle which are not essential in order to continue the journey;
15. 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 and the schedule;
16. You must make sure the vehicle meets all relevant laws of the countries you visit during a journey;
17. 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 provider; or
    - ii. at the exchange rate used by us when we receive your claim form if you paid in cash;
18. 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.
19. 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.
20. 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;
21. If, following a breakdown, your vehicle needs to be repaired, 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 5 (Onward Travel) or section 6 (Getting your vehicle home);
22. If the breakdown or road traffic collision is caused by flooding brought about by adverse weather we will only arrange for the vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to your vehicle's motor insurer;
23. 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;

24. The cost of the following is not covered by this **policy**:
- a. **specialist equipment**;
  - b. tolls, ferries or congestion charges for **your vehicle** and **our** vehicle;
  - c. any damage to glass even if the damage means **you** cannot legally or safely drive. **We** will arrange transport to a local garage so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
  - d. spare tyres and wheels and repairing or sourcing them;
  - e. keys that are lost or stolen. **We** may attend and arrange service for **you** at an additional cost;
  - f. recovery by someone other than **RAC** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services;
25. In handling **breakdown claims** 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;
26. **Your vehicle** must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work;
27. This **policy** does not cover:
- a. routine servicing, maintenance or assembly of **your vehicle**;
  - b. vehicle storage charges, other than under Section 6;
  - c. **caravan** or **trailers**, except as described on page 6;
  - d. **claims** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
  - e. use of **your vehicle** for business, for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
  - f. the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
  - g. **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;
  - h. **breakdowns** that occur off the public highway to which **you** or **we** have no legal access;
  - i. overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
  - j. **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 manufacturers guidelines;
  - k. **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;
  - l. **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion; or
  - m. any **claim** that is or may be affected by the influence of alcohol or drugs;
28. If **you** are asked to review and approve a document recording the condition of **your vehicle**, including an electronic form, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

## Additional Services

**We** may provide additional services that are not included in **your policy** but **we** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your way**;
2. Hire **specialist equipment** to complete the repairs;
3. Extend the hire time for the replacement car; or
4. Purchase glass to get **your vehicle** fixed.

**We** will agree the costs up front and will need full payment before **we** can help.

## Cancellation of your policy

### Your right to cancel

1. If **your policy period** is less than 30 days, **you** can cancel **your policy** prior to the **start date** unless **you** have made a **claim**, however no refund will be given.
2. If **your policy period** is more than 30 days, **you** can cancel **your policy** within the cooling off period, being 14 days from the **start date** or the date **you** receive **your policy** documents, whichever happens later and:
  - a. If **you** have not made a **claim**, a full refund will be given.
  - b. If **you** have made a **claim**, no refund will be given.

After this cooling off period **you** can still cancel but **we** will not refund any premium to **you**.

### Our right to cancel

**We** may cancel the **policy** in the event of misuse of **your policy**, and **we** will not refund any premium.

## Misuse of your 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**; or
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

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

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **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.

## Renewing your Policy

### Renewal of an annual policy

Before the end of **your policy period** **we** will write to **you** to confirm whether **your policy** may be renewed with **us** along with any changes to the premium or terms and conditions for the next **policy period**.

### Renewal of a single trip policy

**We** will not offer renewal on single trip policies.

### Auto Renewal

If **you** have authorised **us** to hold onto **your** account details, **we** will automatically renew **your policy** and collect the premium that is due. If **you** do not wish **us** to do this please contact **us** as soon as possible and before the renewal date.

If **your** card details have changed, **we** will look to update **your** card details from **your** card provider to let **us** renew **your policy**.

If **you** have informed **us** **you** do not want to automatically renew **your policy** and **you** have not authorised **us** to keep **your** account details, **we** will not renew **your policy** and it will expire at the end of the **policy period**.

## Changes to your details

**You** must let **us** know immediately if **you** need to change anything on **your policy**. **You** will be sent a revised **schedule**. Changes that **you** can make include:

1. Change to **vehicle**;
2. Change to another territorial zone; or
3. Increase the number of people covered under this **policy**.

Please see **our** Contact Information.

**We** will not change **your policy** into someone else's name. If **you** cancel **your policy** for any reason, the whole **policy** will be cancelled and others on **your policy** will no longer be covered by **us**. **We** will be able to set up a new policy for the others if required.

All communications from **us** shall be deemed duly received if sent to the most recent address provided to **us** by **you**.

## 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 Part 1 of this policy booklet such as services at or following a breakdown, please contact us as follows:

	Telephone	In Writing
<b>Breakdown related Complaints</b>	0333 202 1877	Breakdown Customer care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
<b>European Legal Care related Complaints</b>	0330 159 0610	Legal Customer Care (Address as above) legalcustomercare@rac.co.uk

If you are unhappy with our services relating to Part 2 of this policy booklet such as sales, arrangement and administration of your policy, please see page 18.

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](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://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](http://www.fscs.org.uk), or by writing to:

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

## Law

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

## Part 2 – Arrangement and Administration Contract

### RAC Arrangement and Administration Contract

This is the contract between RAC Financial Services Limited (Registered No: 05171817) Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW and you under which we will arrange and administer the RAC breakdown policy on your behalf (the “arrangement and administration contract”).

#### 1. When does this arrangement and administration contract start and end?

This arrangement and administration contract relates to our services in arranging and administering your RAC breakdown policy. Our services will start at the same time as your RAC breakdown policy and will continue for the same period of time. This is set out in your schedule. If your RAC breakdown policy is terminated or is cancelled for any reason, then no further services can be delivered under this arrangement and administration contract, which will be terminated or cancelled automatically at the same time. This arrangement and administration contract cannot be terminated or cancelled independently of the RAC breakdown policy.

#### 2. Who owns and regulates RACFS?

RACFS is owned by RAC Group Limited (Registered No 00229121). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACFS is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 313989. The FCA is an independent body that regulates the financial services industry in the UK. RACFS's permitted business is that of an insurance intermediary that arranges and administers contracts of general insurance. You can check this information on the Financial Services Register by visiting the website <https://register.fca.org.uk/> or by contacting 0800 111 6768.

#### 3. Which companies does RACFS deal with?

RACFS deals with RAC Insurance Limited (RACIL) which provides European breakdown insurance as set out in the breakdown policy. RACFS acts as an agent of RACIL when selling and renewing the policy. This is the only provider of European breakdown assistance available through RACFS.

#### 4. What services does RACFS provide?

RACFS provides the following services to you:

#### Arranging breakdown cover:

RACFS will provide you with information on the breakdown cover available from RACIL under the policy and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. Where you purchase the policy through one of our contact centres, you will not receive advice or recommendation on the level or type of breakdown cover to buy. Instead you will need to make your own choice on which level and type of breakdown cover you require.

Once you decide what cover you require, RACFS will arrange this for you with RACIL. These services will include:

1. Letting you know the total cost of cover for your policy;
2. Arranging payment of the total cost of cover for your policy; and
3. Issuing policy documentation and membership card(s) to you.

#### Renewal

For annual policies, prior to the end of your policy period RACFS will write to you to explain whether RACIL is renewing your policy and to notify you of any changes that it proposes to make to the cost of cover and the terms and conditions applicable to the policy for the next policy period. RACFS will then arrange the renewal of your policy with RACIL.

For single trip policies, RACFS will contact you after the policy period has expired.

#### Administering breakdown cover:

After arranging breakdown cover RACFS will administer it on your behalf, including:

1. Supplying replacement policy documentation or membership card(s);
2. Notifying RACIL of any changes to your policy and keeping your records up to date;
3. Dealing with enquiries relating to your policy;
4. Changing payment methods;
5. Managing any cancellation of your policy;
6. Collecting premium and other charges and fees due;
7. Making changes to the cover you hold. If you wish to change the type or level of cover, RACFS will provide you with information to help you make a decision and will arrange any changes to the policy with RACIL, including arranging any additional payments for the change in cover and issuing any relevant policy documentation and card(s);
8. Notifying you of any changes made by RACIL to the policy terms and conditions; and
9. Retaining records as to your cover together with a copy of the policy booklet and schedule that was issued to you.

## 5. How can you contact RACFS?

If **you** need to contact RACFS in relation to any of the services set out in Part 2 of this policy booklet and for general enquiries about **your policy**, please contact us as follows:

	Phone	In writing
<b>General Enquiry</b>	0330 159 0360	Membership RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
<b>Complaints</b>	0330 159 0360	Membership Customer care Address as above membershipcustomer@rac.co.uk

If **you** are unhappy with the services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, please see page 18.

Call charges apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans.

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

## 6. What will you have to pay for services provided by RACFS?

As part of the total cost of cover, RACFS may charge **you** a fixed arrangement and administration fee for providing certain services under this arrangement and administration contract for each **policy period**. Other services may be provided at no additional charge. This will be made clear to **you** in advance of entering into the arrangement and administration contract, and any renewal. RACFS will collect the administration fee at the same time that it collects the cost of cover for **your RAC policy** and using the same payment method. Please see **your schedule** for more details. The arrangement and administration fee will be identified separately on the **schedule**.

If this arrangement and administration contract is cancelled or terminated by **you** as a result of **you** cancelling **your** cover during the cooling off period - being the 14 day period following the later of:

- the **start date**; or
- the date **you** received the RAC policy documentation; then

RACFS will refund **your** arrangement and administration fee in full unless **you** have made a **claim** under the **policy** within this cooling off period. If a **claim** has been made during this cooling off period no refund will be given. If this administration contract is cancelled or terminated at any other time, no refund will be given.

If **your policy period** is less than 30 days, RACFS will not refund **your** arrangement and administration fee.

**You** may be charged a credit card fee if **you** pay by credit card. **You** will be advised in advance of **your** payment to RACFS if this fee will apply and the amount payable. The credit card charge will not be refundable in the event of cancellation or termination of this arrangement and administration contract.

## 7. Risk of Insolvency

All money received by RACFS in respect of **your** breakdown **policy** is held on behalf of RACIL so that **you** have no risk in the event of RACFS's insolvency. However, this means that, in the event of RACIL's insolvency, any sums RACFS holds for RACIL are deemed to have been paid to it and will not be returnable to **you**.

## 8. Matters outside RACFS's reasonable control

RACFS will not provide any service under this arrangement and administration contract if it is prevented from doing so in circumstances beyond its reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances RACFS will take steps to prevent or minimise the effects of such circumstances on its services.

## 9. Exclusion of RACFS' liability

To the extent permitted by law, RACFS shall not have any responsibility for:

1. Any increased costs or expenses; or
2. Any loss of profit; business; contracts; revenue; anticipated savings; or
3. For any losses that, in view of **your** particular circumstances, RACFS could not have anticipated may arise as a result of or in connection with any service provided by us, whether these losses arise in negligence, breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or this arrangement and administration contract shall exclude or restrict the RACFS's liability for negligence resulting in death or personal injury.

## 10. What to do if you have a complaint

If **you** are dissatisfied with any aspect of the administration services provided by RACFS under this administration contract, please contact us.

In the event that RACFS 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](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://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.

## 11. Is RACFS covered by the Financial Services Compensation Scheme (FSCS)?

RACFS's activities in arranging and administering **your** RAC policy are covered by the FSCS. If RACFS cannot meet its obligations **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to:

10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU.

## 12. Use of English law and language

Communication by RACFS to **you** concerning this administration contract or the **policy** will be in English. 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.

## Your Data

This section tells you how we collect your data, and who we share it with.

These terms apply, independently, to both contracts in this policy booklet:

- Part 1 – Breakdown Policy;
- Part 2 – Arrangement and Administration Contract; and
- Your Data

### What is your data?

There are three types of data we will hold about you:

1. Personal data is information we hold on our records which identifies you. This includes obvious things like your name and address but could also include your email address and contact details;
2. We will also hold data about you that is not personal – for example information about your vehicle; and
3. A small number of our products and services require us to collect and store sensitive personal data. This includes our members who rely on our mobility services. We will only ask for this when it is absolutely necessary and by providing it to us, you give your consent to us storing and using this data.

### How we collect your data

Your data may be collected in a number of different ways, but most commonly we collect your data when you:

1. Apply for RAC Membership through our website or over the phone;
2. Make any changes to your policy details;
3. Telephone our Customer Services team, write to us or contact us through a social media network or online portal;
4. Make a request for service under your policy, for example if your vehicle has broken down;
5. Apply for an RAC Membership through a direct sales agent or at the roadside; and
6. Renew or cancel your policy.

We will always need to collect, store and use information about you to be able to provide your RAC Membership.

### Who we will share your data with?

There are four types of organisation that we share your data with:

1. Organisations within the RAC group of companies and external specialists;
2. Our business partners who provide great products and services;
3. External organisations who help us with fraud protection and detection including credit reference agencies; and
4. Statutory bodies, or where we are required to give this information by law.

## Other organisations within the RAC group

As a large organisation there are different parts of the RAC group that do different jobs, this includes RAC Motoring Services which looks after you if your vehicle has broken down and RAC Insurance Limited which provides our add-on insurance such as onward travel and tyre and battery replacement. RAC Financial Services Limited arranges and administers your policy and RAC Brand Enterprises LLP protects the RAC brand. All four organisations are registered as Data Controllers with the ICO. Other parts of the organisation will provide support functions such as marketing, customer services and finance.

Sometimes we will need to use organisations who provide specialist services and who become part of the wider RAC family. We always make sure they have the right policies and procedures in place to keep your data safe and secure.

We only share your data to the parts of the RAC group that need it.

All of these different groups are supported by our IT, Information Security and Data Protection experts.

### Our business partners who provide great products and services

We only work with business partners who we think can offer you products and services that will add value to your RAC Membership. This includes motoring and travel related products such as breakdown services, hotel bookings, vehicle inspections, sales and leasing. We also offer financial products such as car and home insurance.

Our partners may contact you by mail, telephone, fax, email or by mobile text message to let you know about any goods, services or great offers that we think you should know about.

We will not share your data with marketing agencies or any third parties who offer unrelated products and services.

### External organisations who provide fraud protection and detection services including credit reference agencies

We may need to use your data in order to prevent and detect fraud and we may share your data with fraud prevention and detection agencies and organisations that check your identity.

Where this information is shared, your data may be added to databases which:

1. Make automated decisions about providing you other breakdown, insurance, credit and related services;
2. Allow credit reference agencies to maintain your credit score;
3. Trace debtors or beneficiaries, recover debt and prevent fraud; and
4. Prevent money laundering crime.

## Other statutory bodies

Occasionally **we** are asked to provide statutory bodies with information about **you** that they need to help prevent or detect crime and fraud or organisations who are responsible for tax and other duties. This can include organisations like the police, DWP and HMRC. **We** only ever provide this information where **we** are satisfied that it is right to do so.

There may also be very limited occasions where **we** are obligated to release information about **you** by law, for example where a court orders **us** to do so.

## Your rights

At any time **you** have the right to ask **us** to:

1. Correct or delete any inaccurate information **we** hold about **you**;
2. Tell **you** what data **we** hold about **you** and where **we** got the information from. Address **your** request to the Subject Access Team. **We** may charge **you** a small fee of £10 for doing this; and
3. Stop sending **you** marketing information about products and services **we** offer, or **our** business partners offer.

Contact **us** at:

Freepost RTLA-HZHB-CESE  
RAC Financial Services Limited  
Customer Services Department  
PO Box 586  
Bristol  
BS34 9GB

Or telephone **our** customer service team on 0330 159 0360.

## Our rights

**We** want to help, but **we** cannot give information about **your policy** to anyone else but **you**. **We** are always happy to speak to a relative or a friend who is not named on **your policy** but only when **you** are happy for **us** to do so. **We** will always want to check with **you** first.

**We** may record **your** telephone call and keep emails and letters to ensure **our** Customer Service Teams are giving the best customer care, and when **you** need to query what information **we** have given **you**.

**We** may share **your** data with organisations outside of the European Economic Area. **We** will only do this where it is absolutely necessary to provide **you** with **our** services and **we** are satisfied that the organisation can provide the same level of data security that **we** have here in the UK.

## Changes to the RAC group structure

Things can change - in the event that any part of the RAC family merges with, or is acquired by, another business it may be necessary to share **your** data with **our** advisors and other parties in the deal. **We** will only do this when **we** consider it is absolutely necessary and only where **we** have assurances about the safety and security of **your** data.