

RAC Breakdown Cover UK Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Contact Information

	Telephone	In Writing
Breakdown including Accident Care If you have our Ultimate cover level, you have access to a dedicated breakdown telephone line. Please see your schedule.	0333 2000 999	
Legal Helpline	0330 159 1446	
Key Replace	0330 159 0952	keyreplace@rac.co.uk
Customer Services	0330 159 0360	RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
Hearing assistance	Telephone prefix 18001 to access Tynetalk or text us on 07855 828282	

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 are charged at **your** standard network rate. **We** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

If you break down, please provide us with

1. **Your** name and RAC membership number
2. The cause of the **breakdown**, if **you** know it
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. Identification such as a bank card or driving licence
7. **Your** credit card for some breakdown extras or if **you** need additional services

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** arranged help, so please do not go directly to a garage or other recovery service

There may be more than one option for **you** to get **your** vehicle fixed if **you** break down.

We'll look at **your** situation and find the best way to get **you** going again. For example, even if **you** have **our** Ultimate cover level, **we** may suggest taking **your** vehicle to a local garage if the problem could be fixed the same day, or offer **you** an option not covered under **your** policy which may incur an extra cost.

You do not have to agree to this, but it may help **you** get back on the road faster.

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RAC Membership

Your RAC membership consists of:

1. **A Breakdown Policy** – Part 1 of this booklet – one or more contracts of insurance between **you** and the insurers – depending on the type of cover:
 - a. RAC Motoring Services provides insurance for Section A and the breakdown services (part A) under sections B & C of this booklet as well as providing the Included Benefits and Additional Services
 - b. RAC Insurance Limited provides insurance for all other sections in Part 1 of this booklet.A premium is payable for contracts of insurance which will be made clear to **you** in advance of purchase.
2. **An arrangement and administration contract** – Part 2 of this booklet – a contract for services between **you** and RAC Financial Services Limited (**RACFS**) as arranger and administrator. Fees are payable for the services of **RACFS** and will be made clear to **you** in advance of purchase.
3. **A Schedule** – detailing the type of membership **you** have, the level of cover chosen, and the cost of membership. The **schedule** will detail the premium, the fees, and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by the administrator following purchase.

Definitions

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

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

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

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

“approved tyre network” means a tyre centre in the UK that has been approved by **us**;

“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 or flat tyres but not as a result of mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, or any **driver-induced fault**;

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

“claim” means each separate request for service or benefit under any section of this **policy**;

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

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

“modified vehicle” means any **vehicle** that has been modified from the manufacturer’s specifications;

“passengers” means the driver and up to 8 people travelling in the **vehicle**;

“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 **your policy** is in force from the **start date** as shown on **your schedule**;

“RAC”/“we”/“us”/“our”

1. For the breakdown policy under Part 1 – Sections A, B (part A) and C (part A) means RAC Motoring Services;
2. For the breakdown policy under Part 1 – Sections B (part B), C (part B), D, E and F, means RAC Insurance Limited;
3. For Your data, means RAC Motoring Services, RAC Insurance Limited and RAC Financial Services Limited;
4. For Included benefits and Additional services means RAC Motoring Services; and
5. In each case any person employed or engaged to provide certain services on their behalf;

“RACFS” means RAC Financial Services Limited;

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

“road traffic collision”

1. For Accident Care means a collision involving **your 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; and
2. In all other cases means a traffic collision involving a **vehicle** within the **UK** that immobilises the **vehicle**;

“schedule” means the document entitled “Schedule” containing important details about the **policy**, types and levels of cover and membership;

“specialist resource” means resource or equipment that is not normally carried by **our** patrols, but is required to complete a repair or recovery, for example a crane, tractor, locksmith or lifting equipment for **modified vehicles** with lowered suspension;

“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;

“vehicle” means a UK registered vehicle that is privately owned or leased and complies with the following specifications:

1. It is insured, and holds valid tax and MOT (unless exempt); and
2. It is either a car, light van, motorhome, or minibus that is less than:
 - a. 3.5 tonnes;
 - b. 6.4 metres long including a tow bar; and
 - c. 2.55 metres wide; or

3. It is a motorcycle 49 cc or over and is not a mobility scooter;

“wear and tear” means the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or the vehicle’s mileage;

“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 RAC membership is intended to offer services relating to the **breakdown of vehicles**. It 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 **schedule**. Please make sure this is correct.
- There are general conditions set out on page 11 that apply to all sections. There are also specific conditions that are set out in each section. You must meet all of these conditions.
- All requests for service must be made directly to us.

Policy types

We have two types of cover:

1. Personal Based
This covers **you** as a driver or a passenger in any **vehicle**. All members must live at the same **home address**.
2. Vehicle Based
This covers up to 3 **vehicles** if listed on your **schedule** and if registered at your **home address**. The **vehicle** is covered whoever is driving.

How long am I covered for and how many claims can I make?

The period you’re covered for and the number of claims you can make will be shown on your **schedule**.

Monthly continuous policies

If you have a monthly continuous **policy**, cover will start on the **start date** and be automatically renewed every month. Your **claim** entitlement will be shown on your **schedule**, this will set out how many **claims** you can make between your **start date** and review date.

If you reach your **claim** entitlement before your review date, we will let you know and your **policy** will come to an end at the end of the month, as you will no longer be eligible to **claim**.

All other policies

If your **policy period** is 24 months or less, your **claim** entitlement will run from the **start date** to the renewal date, which will be shown on your **schedule**.

What vehicles am I covered in?

Only **vehicles** that are privately owned or leased and used only for private use are covered. This means the **vehicle** should be registered in your name, or that of another individual and used for social, domestic, pleasure, and commuting to and from a permanent place of work only.

Cover is not provided for company cars or other **vehicles** used for business, even if you are not using it for business at the time. Business use includes hire and reward, delivery use and sign written vehicles.

All **vehicles** must be insured and hold valid tax and MOT (unless exempt).

Limits of cover

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

1. When a **claim** can be made:
 - a. no **claim** is permitted under sections A, B, or C, if the **breakdown** occurred prior to you having cover under this **policy**;
 - b. if you have purchased Advanced (section B) or Ultimate (section C), we will provide you with Standard cover (section A) only, during the first 24 hours of the initial **start date**, or the date you upgrade to that section;
 - c. for sections D to F no **claim** is permitted if the event giving rise to the **claim** occurs prior to or within 14 days of:
 - i. the initial **start date** of the **policy**;
 - ii. any upgrade to one of these sections; or
 - iii. changing your **vehicle** if the section applies to your **vehicle** only; and
2. The amount that is covered:
 - a. for certain types of **claim** or for certain sections, as set out in the **policy** or the **schedule**.
3. Cover type:
 - a. Section F (Key Replace) only applies to **persons** named on your **schedule**, even where the **policy** is **vehicle** based.

Please note: one **claim** means one request for service or cover under any section of this **policy**, regardless of who makes the **claim**;

- under section E (Tyre Replace), one tyre equals one **claim**, even if we authorise the repair or replacement of more than one tyre during the same attendance.

Reimbursement

Under some sections, you may need to pay for the service up front and claim this back from us. To do so, please visit www.rac.co.uk/reimbursementclaimform. If you have any queries please contact us on 0333 202 1877. Please send your completed claim form within 90 days of your **breakdown** with proof of payment (such as a receipt) to us using the contact details on the form. 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.

Section A: Standard

Covered

If the **vehicle breaks down** within the **UK** we will:

1. Send help to repair the **vehicle** at the roadside or at **your home**. This could be a permanent or temporary repair.
2. If **we** are unable to repair the **vehicle** at the roadside or at **your home**, we will:
 - a. recover the **vehicle** and **passengers** to:
 - i. an **approved garage**; or
 - ii. another local garage; or
 - iii. a destination of **your** choiceup to a maximum of 10 miles from the breakdown; and
 - b. provide **you** with a report, by email, which details what **we** think is wrong with **your vehicle** and what needs to be repaired or replaced; and
 - c. If **we** recover the **vehicle** to a garage, **we** will **reimburse you** for taxi costs for **passengers** to continue **their** journey to a single destination within 20 miles.

Not covered

1. The cost of any parts, or **specialist resource**;
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. Recovery for **caravans** or **trailers** if **your caravan** or **trailer breaks down**;

Section B: Advanced

Part A – Breakdown Services

Covered

If the **vehicle breaks down** within the **UK** we will:

1. Send help to repair the **vehicle** at the roadside or at **your home**. This could be a permanent or temporary repair.
2. If **we** are unable to repair the **vehicle** at the roadside or at **your home**, we will:
 - a. recover the **vehicle** and **passengers** to:
 - i. an **approved garage**; or
 - ii. a garage of **your** choice; or
 - iii. a single destination of **your** choice within the UK

For long distances, **we** may need to transfer **your vehicle** to different recovery vehicles.

- b. provide **you** with a report, by email, which details what **we** think is wrong with **your vehicle** and what needs to be repaired or replaced;

- c. call up to 3 **approved garages** to find out which one can assess **your vehicle** the soonest; and
- d. obtain a repair estimate from **your** chosen garage, based on **our** findings at the roadside and explain that estimate to **you**. If a repair estimate is not possible because specialist garage equipment is needed to find the fault, **we** will let **you** know, and instead provide **you** with an estimate for the diagnosis.

Please note: If **we** are unable to take **your vehicle** to a garage during their opening hours, **we** will provide a recovery to a single destination of **your** choice and provide the garage support services as above the next working day. **We** are only able to provide one recovery however, so, for example, if **you** choose for **your vehicle** to be taken **home**, **you** will not be covered for a second recovery to a garage the next day.

Not Covered

1. The cost of any parts, or **specialist resource**;
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. If the **breakdown** is caused by a tyre fault, and the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut key, **we** will only recover the **vehicle** and **passengers** to a destination within 10 miles;
5. Recovery for **caravans** or **trailers** if **your caravan** or **trailer breaks down**.

Part B – Travel and mobility

Covered

If **we** attend a **breakdown** under Part A and are unable to fix **your vehicle** at the roadside, **we** will help **you** by making arrangements to keep **you** mobile while **your vehicle** is in for repair.

You can choose one or more of the following options, based on **your** circumstances and subject to availability, up to a total value of £150:

1. Hire car;
2. Alternative transport;
3. Overnight accommodation

1. Hire car

Covered

Hire cars must be arranged with **us** within 24 hours of **your breakdown**.

1. **We** will arrange for the hire of a 5-seat hatchback car for up to 48 hours, or until **your vehicle** has been fixed, if sooner. If **your vehicle** has more seats than the hire car **we** provide, and **you** require more seats, **we** may need to provide two cars;

2. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have certain types of endorsement on **your** licence or **you** are under 21), and **you** choose to hire a car yourself, let **us** know and then provided **we** have agreed the cost beforehand, **we** will **reimburse you**.

Not Covered

1. **We** will not provide any specific car type, model, or accessories, including tow bars.
2. Any cost of:
 - a. Fuel while using the hire car;
 - b. Returning the hire car; or
 - c. Any insurance excess and additional costs.

2. Alternative transport

Covered

We will **reimburse you** for **your** transport costs for taxis, public transport, rail or air, incurred whilst **you** are waiting for **your vehicle** to be fixed, up to a maximum of 48 hours, or until **your vehicle** is fixed, if sooner.

3. Overnight accommodation

Covered

You may decide that waiting for **your vehicle** to be fixed is best for **you**. **We** will arrange bed and breakfast accommodation, whilst **you** are waiting for **your vehicle** to be fixed, up to a maximum of 48 hours, or until **your vehicle** is fixed, if sooner.

Assistance in a medical emergency

Covered

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

1. Book one night's bed and breakfast accommodation for **you** and **your passengers** if the hospital is more than 20 miles from home; and
2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

We will reimburse **you** up to a maximum of £150 in total.

Section C: Ultimate

As an Ultimate customer, **you** have access to a dedicated breakdown telephone line. Please see **your** schedule and Welcome letter.

Part A – Breakdown Services

Covered

If the **vehicle** **breaks down** within the **UK** **we** will:

1. Send help to repair the **vehicle** at the roadside or at **your home**. This could be a permanent or temporary repair.
2. If **we** are unable to repair the **vehicle** at the roadside or at **your home**, **we** will:
 - a. recover the **vehicle** and **passengers** to:
 - i. an **approved garage**; or

- ii. a garage of **your** choice; or
- iii. a single destination of **your** choice within the **UK**

For long distances, **we** may need to transfer **your vehicle** to different recovery vehicles.

- b. provide **you** with a report, by email, which details what **we** think is wrong with **your vehicle** and what needs to be repaired or replaced;
- c. call up to 3 **approved garages** to find out which one can assess **your vehicle** the soonest; and
- d. obtain a repair estimate from **your** chosen garage, based on **our** findings at the roadside and explain that estimate to **you**. If a repair estimate is not possible because specialist garage equipment is needed to find the fault, **we** will let **you** know, and instead provide **you** with an estimate for the diagnosis.

Not Covered

1. The cost of any parts, or **specialist resource**;
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. If the **breakdown** is caused by a tyre fault, and the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut key, **we** will only recover the **vehicle** and **passengers** to a destination within 10 miles;
5. Recovery for **caravans** or **trailers** if **your caravan** or **trailer** **breaks down**.

Part B – Travel and mobility

Covered

1. If **we** agree to take **your vehicle** to a garage under Part A, instead of going with **your vehicle** to the garage, **you** can choose from one of the following options:
 - a. **We** will take **your vehicle** to a garage of **your** choice (under Part A) and book it in for **you**, so **you** can continue **your** journey from the scene of the breakdown. **You** will need to wait with **your vehicle** at the scene until it is loaded onto **our** vehicle; or
 - b. If the garage is closed at the time of **your breakdown**, **we** will take **your vehicle** and **passengers** to a location of **your** choice in the **UK**. **We** will then collect **your vehicle** from **you** from that location the next working day and take it to the garage of **your** choice.

Please note: **You** will need to sign a form which confirms the current condition of **your vehicle**, **our** findings, and provides **us** with **your** permission to take **your vehicle** to the garage and book it in on **your** behalf. **You** will need to be with **your vehicle** and sign this form before **we** are able to take **your vehicle** without **you**.

2. If we attend a **breakdown** under Part A and are unable to fix **your vehicle** at the roadside, we will help **you** by making arrangements to keep **you** mobile while **your vehicle** is in for repair. **You** can choose one or more of the following options, based on **your** circumstances and subject to availability, up to a total value of £500:
 - a. Hire car;
 - b. Alternative transport;
 - c. Overnight accommodation

a. Hire car

Covered

Hire cars must be arranged with us within 24 hours of **your breakdown**.

1. We will arrange for the hire of car close in size to **your vehicle** for up to 7 days, or until **your vehicle** has been fixed, if sooner. If **your vehicle** has more seats than the hire car we provide, and **you** require more seats, we may need to provide two cars;
2. If **you** are not eligible for a hire car arranged by us for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have certain types of endorsement on **your** licence or **you** are under 21), and **you** choose to hire a car yourself, let us know and then provided we have agreed the cost beforehand, we will reimburse **you**.

Not Covered

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

b. Alternative transport

Covered

We will reimburse **you** for **your** transport costs for taxis, public transport, rail or air, incurred whilst **you** are waiting for **your vehicle** to be fixed, up to a maximum of 7 days, or until **your vehicle** is fixed, if sooner.

c. Overnight accommodation

Covered

You may decide that waiting for **your vehicle** to be fixed is best for **you**. We will arrange bed and breakfast accommodation, whilst **you** are waiting for **your vehicle** to be fixed, up to a maximum of 7 days, or until **your vehicle** is fixed, if sooner.

Assistance in a medical emergency

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

1. Book one night's bed and breakfast accommodation for **you** and **your passengers** if the hospital is more than 20 miles from home; and

2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

We will reimburse **you** up to a maximum of £500 in total.

Section D – Battery Replace (Optional – see your schedule)

Please note: There are further limits that apply on when and how **you** can claim which can be found on page 6.

Your schedule will specify whether this cover is personal or vehicle based. Cover is limited to the amount shown on **your schedule**

Covered

If we attend a **breakdown** under sections A (Standard), B (Advanced) or C (Ultimate) and the cause of the **breakdown** is a fault with **your vehicle's** starter battery, and we cannot get it recharged because it is unserviceable, we will:

1. Fit a new battery; and
2. Dispose of the battery that we have replaced;

Not covered

1. Batteries that need to be fitted by a manufacturer or garage;
2. Electric or hybrid vehicles, motor homes, kit cars, quad bikes, modified or imported vehicles;
3. A **breakdown** caused by an incorrect or incorrectly fitted battery;
4. Batteries that have been misused or abused; or
5. Any **breakdown** relating to a fault that we have already attended and
 - a. the original fault has not been properly repaired; or
 - b. **you** have not followed our advice after a temporary repair.

Section E – Tyre Replace (optional – see your schedule)

Please note: There are further limits that apply on when and how **you** can claim which can be found on page 6.

Your schedule will specify whether this cover is personal or vehicle based. Cover is limited to the amount shown on **your schedule**.

Covered

If **your vehicle** cannot be driven due to accidental damage, malicious damage or a puncture to one or more of **your** tyres currently fitted to **your vehicle** we will send help to:

1. Fit **your** replacement tyre; or
2. Fit a temporary tyre or spare wheel to allow **you** to drive the **vehicle** to our nearest approved tyre network for the tyre to be repaired or replaced. We will give **you** an authorisation receipt to take to the approved tyre network, which must be used within 7 days; or

3. If **we** are unable to replace the tyre or fit a temporary tyre or spare wheel, **we** will take the **vehicle to our nearest approved tyre network** for the tyre to repaired or replaced.

Please note:

- One tyre equals one claim. If **we** authorise the replacement of two tyres it will be two **claims**.
- **You** will only be covered for the damaged tyre, even if it is recommended that another tyre is replaced at the same time.
- A **claim** under this section will be counted against **your breakdown claim** entitlement.
- If **your vehicle** cannot be driven due to malicious damage, **you** must report the incident to the police first and obtain a crime reference number before **we** will provide cover under Tyre Replace.
- On rare occasions the use of **our approved tyre network** may not be possible, so **you** may need to purchase **your** replacement tyre **yourself** and utilise the reimbursement process on page 6. **You** will need to obtain **our** prior authorisation and the amount covered is set out in **your schedule**.

Not covered

1. Damage caused by a **road traffic collision**;
2. Damage caused by incorrect maintenance of **your vehicle** such as tyre pressure, wheel alignment, tyre tread below the legal limit, defective steering or suspension;
3. Tyres that have failed due to faulty manufacture;
4. Costs that can be claimed back by any other insurance or warranty;
5. Damage caused by **wear and tear**, previous damage or misuse; and
6. Tyres on a motorhome, kit car, motorcycle, quad, trike, caravan or trailer, imports or **modified vehicle**.

Section F – Key Replace (optional – see your schedule)

Please note: There are further limits that apply on when and how **you** can **claim** which can be found on page 6.

This section only applies to the people who are named on the **schedule** and proof of ownership of the keys will be required.

We recommend **you** attach **your** keys to the key fob **we** provide **you**, so that if they are lost, they can be returned to **you**.

If **your** keys are stolen **you** must report this to the police and obtain a crime reference number within 72 hours in order to **claim**.

You may make a **claim** under this section if **we** have not attended a **breakdown** under section A (Standard), B (Advanced) or C (Ultimate). If **we** do, however, this will be regarded as a **claim** under that section.

Household keys

Covered

If during the **policy period** your own keys are lost, stolen, locked in or broken (the breakage must be caused by a sudden, unforeseen and unexpected event), **we** will arrange and pay for the following services:

1. locksmith's charges;
2. new locks of the same standard if **we** assess, acting reasonably, there is a security risk;
3. up to 3 keys per lock of the same standard – depending on how many are lost, stolen or broken;

You must contact **us** to arrange any of the above options. Once **we** have made arrangements with **you**, **you** will need to meet the locksmith or **you** might be charged a call out fee. If **we** arrange for locksmith services, **you** must be there when the locksmith attends. If **you** are not there, **we** will not cover a second appointment. Please keep **your** receipts as **we** will need them to **reimburse you**.

Not covered

1. Keys that break due to wear or ageing;
2. Replacement keys in the first 3 days of **your claim** unless **we** agree otherwise;
3. Replacement locks that are already damaged prior to **claim** or if other keys are available. **We** will still replace the keys;
4. **Claims** not reported to **us** within 30 days of the loss, breakage or theft;
5. Any losses which result from losing, breaking or having **your** keys stolen, for example loss of earnings; or
6. **Claims** caused by deliberate or criminal acts or failing to take reasonable care of **your** keys, for example by keeping spare keys together.

Vehicle keys

Covered

In addition to the cover described above under Household keys, if during the **policy period** your own **vehicle** keys are lost, stolen, locked in the **vehicle** or broken (the breakage must be caused by a sudden, unforeseen and unexpected event), **we** will arrange and pay for:

1. The reprogramming of the electronics so your locks, alarm and immobiliser still work. If **our** locksmith is unable to replace **your** key or reprogramme the electrics, and **your vehicle** needs to go to a main dealer or other specialist garage, **we** will:
 - a. Arrange for **you** to collect **your** spare key, so **you** can drive **your vehicle** there; or
 - b. If **you** do not have a spare key, and **you** are unable to drive **your vehicle**, **we** will take **your vehicle** up to 10 miles under Additional Services (page 13); and
2. A small hatchback hire car for up to 72 hours (or until **your** keys have been repaired or replaced, if sooner), or up to £80 for alternative transport, to keep **you** going while **we** attend to the keys for **your vehicle**.

- a. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have certain types of endorsement on **your** licence or **you** are under 21), and **you** choose to hire a car yourself, let **us** know and then provided **we** have agreed the cost beforehand, **we** will reimburse **you** up to £35 per day;
- b. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess).

Please note: **We** will need to ensure **you** own the keys and have permission from the vehicle owner. **We** will need to see a copy of the vehicle's V5C certificate registered to the **home** address of the **policy**, and, if **you** are not named as the registered keeper, an insurance certificate for the vehicle listing **you** as the policyholder or named driver at the **home** address

Not covered

In addition to the Not covered part of Household keys, which also applies here, **we** do not cover;

1. **Claims** where **your vehicle** is used for business or insured under a motor trade policy;
2. **Claims** where **you** are unable to provide evidence that **you** own the keys;
3. **Costs** relating to the Electronic Control Unit in the **vehicle**; or
4. Where **we** arrange a hire car:
 - a. **we** will not provide any specific car type, model or accessories, including tow bars;
 - b. **we** will not cover the cost of:
 - i. delivery and collection of the hire car including any fuel used;
 - ii. any fuel while using the hire car; or
 - iii. any insurance excess or additional costs.
5. 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. If there is not, **we** will not be able to provide service.
6. **We** are not responsible for any loss or damage to the contents of **your vehicle**.
7. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
8. **We** will not allow animals in **our** vehicles, except assistance dogs. 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 any livestock. **We** will not be responsible for any costs relating to animals.
9. 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 where required.
10. Where **we** provide a repair to **your 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.
11. **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.
12. **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, whether an **approved garage** or not, and the contract for such repairs will be between **you** and the garage / repairer.
13. **We** will not provide service under this **policy** if **we** are prevented from doing so in circumstances beyond **our** reasonable control, including, but not limited to, an act of terrorism, a pandemic or epidemic, extreme weather, the activities of civil or government authorities, industrial disputes, riots, war or civil unrest. In these circumstances, **we** will take steps to prevent or minimise the effects on **our** services.
14. The cost of the following is not covered by this **policy**:
 - a. **specialist resource**;
 - b. tolls, ferries, congestion or low emission zone 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; or

General conditions

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

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **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 policy** will not cover this.
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.

- e. recovery by someone other than **RAC**. If the emergency services, local authority or any government agency are handling the **breakdown**, we will only attend and provide recovery once instructed to do so by them.
16. In handling any **claim** there may be more than one option available to **you** under this **policy**. We will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so we will act in consultation with **you**, and act reasonably at all times.
17. **Your vehicle** must be privately owned or leased and used only for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work.
18. This **policy** does not provide cover for:
- a. routine servicing, maintenance or assembly of **your vehicle**;
 - b. **caravan** or **trailers**, except as described under Included benefits;
 - c. **your vehicle** if it is used for business, including for example, company vehicles, **vehicles** that are sign-written, used for hire and reward, parcel delivery or linked to the motor trade, even if **you** are using it for personal use at the time of **breakdown**;
 - d. **breakdowns** that occur during activities or events that are not subject to the normal rules of the road, for example, **breakdowns** on a track day. We will not attend **breakdowns** on race tracks or where **you** have been immediately recovered from a race track;
 - e. **breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which **you** or **we** have no legal access;
 - f. **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - 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;
 - h. 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 **policy** where the **breakdown** was first reported to **us** under a different membership; or
- k. **vehicle** storage charges. If **your vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening.
19. If **you** are asked to review and approve a document (either paper or electronic) recording the condition of **your vehicle** and **our** findings at the roadside, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Included benefits

The following services are provided at no additional charge:

Caravans and trailers

If **your caravan** or **trailer breaks down** within the **UK**, we will send help to try and 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 **policy** if **your 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.

Accident Care

If **you** have a **road traffic collision** involving another motor vehicle in the **UK**, we may be able to help **you** with the following additional services:

Post-accident assistance

Call **us** straight from the scene on 0333 2000 999 and **we** can give **you** help and advice on:

1. Whether **you** can still drive **your vehicle**, or if it is best for it to be recovered;
2. Arranging a recovery under **our** road traffic collision assistance (below);
3. Whether to claim on **your** insurance;
4. Arranging a replacement vehicle for **you**, if **you** need one; and
5. **Your** rights to claim compensation if the **road traffic collision** was not **your** fault.

Road traffic collision assistance

We can transport **your vehicle** up to 150 miles from where the **road traffic collision** happened but there is a charge for this service. We will discuss the charge with **you** when **you** require recovery after a **road traffic collision** and if **you** agree to proceed, the charge will be payable to **us** within 180 days. We can help recover these costs from **your** motor insurer or the responsible third party.

Telephone legal helpline

Open 24 hours a day, seven days a week all year round. **You** can contact **us** on 0330 159 1446.

We will give **you** initial advice on any personal legal matter within the **UK**. Where possible, **we** will advise what **your** legal rights are, the options available to **you** and how best to implement them. **You** may need a lawyer, in which case **we** will let **you** know. **We** are unable to provide:

1. Advice on business / commercial matters (including landlords), immigration or judicial review;
2. Advice where in **our** reasonable opinion **we** have already given **you** the options available; or
3. Advice against **us**.

RAC Motoring Services is regulated by the Financial Conduct Authority in respect of regulated claims management activities.

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 (Standard). If **your home** address is in Northern Ireland and **you** have purchased section B (Advanced) or section C (Ultimate), **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 **you** need to get in touch with friends and family urgently, **we** will get a message to them for **you**.

Replacement driver or recovery, in the event of illness

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

Additional services

If **your vehicle** cannot be driven for any reason other than a **breakdown** or **road traffic collision**, for example if **you** have a **driver-induced fault**, **we** will still be able to help **you**. If **we** cannot get **you** going again, **we** will recover the **vehicle** and **passengers** up to 10 miles. Any equipment or **specialist resource** required by **us** to repair or arrange the recovery of the **vehicle** will be chargeable.

We can also 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. Pay for **specialist resource** to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a **road traffic collision** where **we** are unable to help **you** under Accident Care.

We will agree these costs up front and will need full payment before **we** can help. If **you** are shown as the Lead Member on the **schedule**, **you** will be responsible for any additional charges, so for example, if **we** help someone under **your policy** and their payment fails, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

Cancellation of your policy

Your right to cancel

You can cancel **your policy** at any time. The amount **you** will get back or the amount **we** will charge **you** will depend on whether:

- **you** cancel within the cooling off period (which is 14 days from the **start date** or the date **you** receive **your** documents whichever is later);
- the type and length of **policy you** have (e.g. monthly continuous, pay up front or pay monthly); and
- whether **you** have used service

We have outlined how **we** will process **your** cancellation in the table below.

Policy Duration	Within cooling off	After cooling off
Monthly Continuous renewal	We will refund the monthly fee unless you have used service in which case no refund will be given.	No more payments will be taken No refund will be given
12 months or over Paid up front	<p>If you have not used service We will refund your premium in full. We will retain £25 of your Arrangement and Administration fee and refund the remainder.</p> <p>If you have used service We will calculate your refund as above, but we will deduct £85 for each time you have called us out.</p>	<p>If you have not used service We refund your premium, less an amount to reflect the time you have been on cover. We will keep a proportion of your Arrangement and Administration fee for the time you have been on cover and up to £50 of the remaining proportion. We will refund you any remainder.</p> <p>If you have used service We will calculate your refund as above, but we will deduct £85 for each time you have called us out.</p>
12 months or over Paid monthly	<p>If you have not used service We will refund any premium paid We will apply a charge of £25 of your Arrangement and Administration fee to cover our initial set up costs.</p> <p>If you have used service We will also charge you £85 for each time you have called us out, limited to the amount of premium still owing.</p>	<p>If you have not used service We will not charge you for any remaining premium. We will charge you for the remaining Arrangement and Administration fee due up to maximum of £50.</p> <p>If you have used service We will also charge you £85 for each time you have called us out, limited to the amount of premium still owing.</p>

We will cancel **your policy** when authorised by the lead member as shown on **your schedule**.

Your schedule will show if an Arrangement and Administration fee applies and how much this is.

Cancelling a direct debit will not always cancel **your policy**, so in order to cancel, **you** must contact Customer Services.

For customers paying with Tesco Clubcard Vouchers.

Please note if you have purchased your breakdown cover using Tesco Clubcard vouchers, the cancellation and refund terms above apply to the amount you've paid to RAC using a credit or debit card only.

The value of any Clubcard vouchers you exchanged will be refunded in accordance with Tesco Clubcard Terms and Conditions.

Our right to cancel

- a. If any premium for the **policy** is not paid by the relevant date as stated on **your schedule**, **we will notify you**. If **we** do not receive payment, **we will cancel your policy**;
- b. **We** may cancel the **policy** at any time and refund your premium paid, less an amount for the time you have been covered. In the event of misuse of the **policy**, however, **we** will not refund any premium; and
- c. **We** may cancel a monthly continuous **policy** by writing to **you** one month before the date when **we** intend to end the **policy**.

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**;
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.

Not using your policy for personal use

If **you** call **us** out on multiple vehicles in a short space of time or on multiple occasions, **we** may feel **you** are acting as a motor trader or not using for **your** own personal use.

If this is the case, **we** may cancel **your policy** by providing **you** with 30 days' notice.

If **we** do this, **we** will:

- provide **you** with a pro-rata refund of any remaining premium if **you've** paid in advance; or
- not take any further payments if **you** pay monthly.

Renewing your policy

Monthly continuous policies

If **you** have a monthly continuous **policy**, as shown on your schedule, **we** will automatically renew this every month until **you** or **we** cancel it.

We will however contact **you** at the last known postal or email address before **your** review date to advise **you** of any changes **we** may make to the **policy** and also to ensure the cover still meets **your** needs.

All other policies

We will contact **you** at the last known postal or email address before the renewal date to confirm whether **your policy** will continue with **us** along with any changes.

If **you** have authorised **us** to do so, **we** will automatically renew **your policy** and collect the premium that is due. If **you** no longer wish **us** to do this, please contact **us** on 0330 159 0360 or email membership@rac.co.uk.

If **your** card details have changed, **we** will look to update them from **your** card provider, as permitted in the Card Merchant Operating Instructions, to let **us** renew **your policy**.

If **you** have informed **us** you do not wish 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.

Upgrading your Policy

If **you** wish to upgrade **your policy**, please contact Customer Services to discuss **your** options on the available products.

An upgrade to Section B (Advanced), or Section C (Ultimate) will apply 24 hours after upgrading. If **you** call **us** out before then, **we** will provide you with **your** existing cover only.

For sections D to F, no **claim** is permitted if the event giving rise to the **claim** occurs prior to or within 14 days of the date **you** upgrade.

Changes to your details

You must let **us** know immediately if **you** need to change anything on **your policy**, including vehicles or people covered. **You** can change the vehicles or people covered up to a maximum of 3 times in any year at no additional cost. Any further changes will be subject to an additional administration fee of £15 per change. **We** will only make the changes when authorised by the lead member as shown on **your schedule**. **You** will be sent a revised schedule.

We can be contacted by phone, post, or email. Please see Contact Information on page 3.

If **you** change **your vehicle** under sections D or E, no **claim** is permitted where the event giving rise to the **claim** occurs prior to or within 14 days of that change.

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

	Phone	In writing
Breakdown related complaints	0333 202 1877	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare @rac.co.uk
Telephone Legal helpline related complaints	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 17.

Financial Ombudsman Service

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us.

Using this complaints procedure will not affect your legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, you may be entitled to compensation from the FSCS.

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

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

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

Law

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, 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 Motoring Services (RACMS) which provides Roadside, Recovery and At Home insurance as set out in the breakdown **policy**, and RAC Insurance Limited (RACIL) which provides all other insurances as set out in the breakdown **policy**. RACFS acts as an agent of RACMS and RACIL when selling the RAC breakdown **policy** and renewing the RAC membership. These are the only providers of 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 RACMS and RACIL under an RAC membership and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. 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 RACMS and 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.

Review of a monthly continuous policy – RACFS will contact you, before your review date, to remind you of the cover you have and let you know if RACMS or RACIL propose to make any changes to the cost of the breakdown **policy** or other terms and conditions.

Renewal of all other policies – RACFS will contact you, before your renewal date, to let you know if RACMS or RACIL propose to make any changes to the cost of the breakdown **policy** or other terms and conditions for the next **policy period**. RACFS will also notify you of the fee payable for the next **policy period** and then arrange the continuation of your **policy** with RACMS and RACIL.

Administering breakdown cover:

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

1. Supplying replacement **policy** documentation;
2. Notifying RACMS and 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 for your RAC membership; and
7. Making changes to the cover you hold under your RAC membership.

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 RACMS and RACIL, including arranging any additional payments for the change in cover and issuing any relevant **policy** documentation.

1. Notifying you of any changes made by RACMS or RACIL to the terms and conditions; or
2. Retaining records as to your cover under the RAC membership 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 us 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:

Purpose of contact	Phone	In writing
General Enquiry	0330 159 0360	Membership RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
Complaints	0330 159 0360	Membership Customer Care Address as above membershipcustomer care@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**, or for included benefits please see page 16.

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 RAC membership, RACFS may charge you a fixed arrangement and administration fee for providing certain services under this arrangement and administration contract for each **policy**. 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 (or review for a monthly continuous **policy**). RACFS will collect the administration fee at the same time that it collects the cost of cover for your RAC breakdown **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** RAC membership, **RACFS** may retain all or part of this fee. The table on page 14 explains how this works.

7. Risk of Insolvency

All money received by **RACFS** in respect of **your** RAC breakdown **policy** is held on behalf of **RACMS** or **RACIL** (as applicable) so that **you** have no risk in the event of **RACFS**'s insolvency. However, this means that, in the event of **RACMS** or **RACIL**'s insolvency, any sums **RACFS** holds for the applicable company 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;
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
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 membership 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, 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 administration contract. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Your Data

This section provides a summary of how **we** collect and use information about **you** and who **we** share it with. **Our** privacy policy provides more details about **our** use of **your** data which is available at rac.co.uk/privacy-policy or **you** can request a copy by using the contact details below.

This section applies to both contracts in this Policy Booklet: Part 1 – Breakdown Policy and Part 2 – Arrangement and Administration Contract.

What information about you do we use?

We typically collect and use the following types of information about **you**:

- **Information about you:** **your** name; **your** address; **your** phone number; **your** email address.
- **Information about your passengers:** including their names and home addresses.
- **Location information:** the location of **you** and **your** vehicle and information about any relevant journeys.
- **Policy information:** such as **your** policy number, **policy** start date and end date.
- **Vehicle information:** vehicle registration number; manufacturer; model; date of first registration with the DVLA.
- **Breakdown information:** information about the cause of **your** breakdown.
- **Payment details:** Credit or debit card details.
- **Expenses information:** Where **RAC** covers payment of **your** expenses, they will need information about those expenses.
- **Health information:** in very limited circumstances, **RAC** may need to ask for information about **your** health and wellbeing for the purpose of performing their obligations under **your** **policy**, particularly those relating to any assistance in a medical emergency.

How we collect your data

We collect information about you when you apply for RAC Membership through our website or over the phone, contact us through social media or online, or make a request for service under your policy.

Why we collect your data

We use information about you in order to provide you with RAC Membership and our other products and services. We may also use your information for related purposes such as handling claims or to reduce the risk of payment default and fraudulent abuse. We may also use your information to comply with a legal obligation.

Who we will share your data with and why?

We may share your data with:

1. organisations within the RAC group of companies (including RAC Insurance Limited and RAC Motoring Services Limited), external service providers and specialists to enable us to provide you with the services you request such as breakdown assistance and for related purposes such as market research;
2. debt recovery agencies for the purposes of recovering unpaid debts due to RAC;
3. external organisations who help us with fraud protection and detection including credit reference agencies and organisations that check your identity; and
4. statutory bodies or organisations where we are asked to provide them with your data for the prevention or detection of crime and fraud, or where we are required to give this information by law.

Contacting RAC's DPO

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

Your rights

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

1. Call: 0330 159 0360
2. Email: breakdowncustomercare@rac.co.uk;
3. Write to them: Freepost RTLA-HZHB-CESE, RAC Financial Services Limited, Customer Services Team, PO Box 586, Bristol, BS34 9GB

