

Kia Roadside Assistance Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Contact information

| | Telephone | In writing |
|--|---|---|
| Breakdown in the UK | 0333 202 2977 | |
| Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone) | +33 472 43 52 55 0800 290 112 1 800 535 005 | |
| Bringing your vehicle back to the UK after a breakdown | 0330 159 0342 | |
| Customer Services including if you are unhappy with any of our services | 0330 159 0360 | Kia Roadside Assistance RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomer@rac.co.uk |
| Hearing assistance (in the UK) | Telephone prefix 18001 to access Tynetalk or text us on 07855 828282 | |

Telephone charges

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

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

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

If your vehicle breaks down, please provide us with

1. **Your** name
2. The **vehicle's** make, model and registration number
3. Identification such as a bank card or driving licence
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

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

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

| | Page |
|--|------|
| Your policy..... | 4 |
| Definitions..... | 4 |
| Part 1 – Breakdown policy..... | 5 |
| Limits of cover | 5 |
| Reimbursement..... | 6 |
| Hire car terms..... | 6 |
| Section A - Roadside (included - see your schedule) | 6 |
| Section B - At Home (optional - see your schedule)..... | 7 |
| Section C - Recovery (optional - see your schedule) | 7 |
| Section D - Onward Travel (optional - see your schedule)..... | 7 |
| Section E - European Breakdown (optional – see your schedule)..... | 7 |
| Additional services..... | 9 |
| General Conditions | 10 |
| Cancellation of your Policy | 11 |
| Misuse of your Policy..... | 12 |
| Renewing your Policy..... | 12 |
| Upgrading your Policy..... | 12 |
| Changes to your details | 12 |
| Complaints..... | 13 |
| Part 2 – Arrangement and administration contract | 13 |
| Your data | 15 |

Your policy

Your policy consists of:

1. A **breakdown policy** – one or more contracts of insurance between **you** and the insurers - depending on the type of cover:
 - a. RAC Motoring Services provides insurance for Sections A, B, and C in Part 1 of this booklet; and
 - 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** – 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 may be 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
- 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;

“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** 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** 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, flat tyres (in the UK only) but not as a result of a mis-fuel, **road traffic collision**, fire or theft, act of vandalism, **driver induced fault**, or any key related issue;

“caravan”/“trailer” means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.6 metres long including a tow bar; (c) 2.55 metres wide; and, in **Europe** only, (d) 3 metres high;

“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**, except battery failure;

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

“fob” means the numbered tag issued to **you** for **your** keys and which has been registered in **your** name and at **your home**;

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

“journey” means a trip to **Europe** lasting no longer than 90 days, which begins on departure from **home** and ends on return **home** during the **policy period**;

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

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

“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 number of months or continuous period from the **start date** as shown on **your schedule**;

“policy year” means the **policy period**, from the **start date**. If **you** have a 24 month or continuous policy, **your second policy year** will be the 12 month period starting from the anniversary of the **start date**;

“RAC”/“we”/“us”/“our”

1. For the breakdown **policy** under Part 1 - Sections A, B and C means RAC Motoring Services;
2. For the breakdown **policy** under Part 1 - Sections D and E 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 RAC Insurance Limited; 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**” 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 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 or locksmith;

“**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 complies with the following specifications:

In **UK**

| Max Weight (gross) | Max Length | Max Width |
|--------------------|--------------------------------|-------------|
| 3.5 tonnes | 6.4 metres (including tow bar) | 2.55 metres |

Motorcycles over 49cc and is not a mobility scooter;

In **Europe**

| Max Weight (gross) | Max Length | Max Width | Max Height |
|--------------------|------------------------------|-------------|------------|
| 3.5 tonnes | 7 metres (including tow bar) | 2.55 metres | 3 metres |

Motorcycles 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 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 10 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 type

We have two types of cover:

1. Personal based

This covers **you** as a **driver** or a passenger in any **vehicle**.

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.

Policy period

The **policy** will start on the **start date** and end after the period as shown on **your schedule**.

Limits of cover

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

1. When a **claim** can be made:
 - a. no **claim** is permitted under Section A if the **breakdown** occurred prior to purchasing this **policy**;
 - b. no **claim** is permitted under sections B to E within 24 hours of the initial **start date** of the **policy**, nor within 24 hours of any upgrade to an upgraded section;
 - c. Section E (European Breakdown Cover) includes unlimited **journeys** during the **policy period**, but each **journey** is limited to a maximum of 90 days;
 - d. in order to make a **claim** under Section C (Recovery) **we** must have first attended under Section A (Roadside); and
 - e. in order to make a **claim** under Section D **we** must have first attended under Section A (Roadside) or B (At Home).
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole:
 - a. one **claim** means one request for service or benefit of cover under any section of this **policy**, regardless of who makes the **claim**.

Once **claim** limits are reached **we** will not provide any further service under the relevant section of this **policy**;

3. The amount that is covered:
 - a. for certain types of **claim** or for certain sections, as set out in the **policy** and **schedule**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**.

1. For sections A-D, please visit www.rac.co.uk/reimbursementclaimform
2. For Section E (European Breakdown Cover), please visit www.rac.co.uk/europeanclaimform

If **you** have any queries please contact **us** on 0333 202 1877. Please send **your** completed claim form within 90 days of **your breakdown** or **your** planned return date 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**.

Caravans and trailers

If **you** are towing a **caravan** or **trailer** **we** will provide the benefits available to the **vehicle** under this **policy** in respect of the **caravan** or **trailer** providing **you** are carrying a roadworthy spare wheel and tyre. **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. Under Section E, 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** 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 arrange for the hire of a small hatchback car. **We** will try to find a hire car close in size to **your vehicle**, but cannot guarantee this. 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**;

3. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess).

Not covered

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

Included benefits

As well as the cover **we** provide under Sections A to E, **we** offer the following benefits provided by RAC Motoring Services at no additional charge to **you**. These are further detailed on page 11 and include:

- Key Return;
- Urgent Message Relay; and
- Replacement Driver.

Section A - Roadside (included - see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**.

Covered

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

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to any Kia authorised repairer, or:
 - a. an **approved garage**; or
 - b. another local garage; or
 - c. a destination of **your** choice

up to a maximum of 10 miles from the **breakdown**.

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

Not covered

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

Section B - At Home (optional - see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**.

Covered

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

Not covered

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

Section C - Recovery (optional - see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**.

Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside) and **you** are at least ¼ mile away from **your home**, **we** will recover the **vehicle** and **passengers** from the **breakdown** location to a single destination of **your** choice within the **UK**. For long distances **we** may use more than one recovery vehicle.

Please note: **you** must arrange recovery with **us** while **we** are at the scene.

Not covered

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

Section D - Onward Travel (optional - see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**.

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

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

1. Hire car

Covered

Please see Hire car terms on page 6.

We will arrange a hire car for up to 72 hours or until **your vehicle** has been fixed if sooner.

If **you** arrange **your** own hire car in line with the Hire car terms on page 6, **we** will reimburse **you** up to £35 per day.

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

2. Alternative transport

Covered

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

3. Overnight accommodation

Covered

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

4. Assistance in a medical emergency

Covered

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

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

Not covered

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

SECTION E - European Breakdown Cover (optional - see your schedule)

Section E1 - Onward travel in the UK

Covered

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

1. **you** are within 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.

Section E2: Roadside assistance in Europe

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

Covered

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

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to:
 - a. the nearest Kia authorised repairer; or
 - b. a local garage.

If **we** recover the **vehicle** to a local garage **we** will:

1. pay for the initial fault diagnosis to find the next course of action;
2. contribute towards the garage labour charges up to the amount on **your schedule**; and
3. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered.

Not covered

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

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

Section E3: Missed connection

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

Covered

If **we** attend a **breakdown** during a **journey** under sections A (Roadside) or E2 (Roadside assistance in Europe) 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. The cost of:
 - a. connections where **you** are not travelling in the **vehicle**;
 - b. transport to a destination outside of **Europe**; or
 - c. the original travel ticket.

Section E4: Onward travel in Europe

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

Covered

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

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

Not covered

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

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
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.

1. Hire car

Covered

A hire car as a replacement until **your vehicle** has been fixed, up to the limits in this **policy** and **schedule**. Please see hire car terms on page 6.

2. Alternative transport

Covered

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

3. Additional accommodation expenses

Covered

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation, up to the limits in this **policy** and **schedule**.

Not covered

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

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 E5 (Getting your vehicle home); or
2. Once **we** establish that the repair costs to **your vehicle** exceed its **market value** under Section E5 (Getting your vehicle home).

Section E5: Getting your vehicle home

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

Covered

If **we** attend a **breakdown** in **Europe** under Section E2 (Roadside assistance in Europe) 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 E4 (Onward travel in Europe) until **your vehicle** is brought back to the **UK**, up to the amount set out in **your schedule**.

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

Not covered

1. Any costs:
 - a. if **your vehicle** is **beyond economical repair**;
 - b. covered under **your motor insurance**;
 - c. relating to storage once **you** have been notified that **your vehicle** is ready to collect; and
 - d. incurred as a result of actions or omissions of **your motor insurers**.
2. **We** will not take the **vehicle back home** if:
 - a. the **vehicle** is roadworthy; or
 - b. a customs officer or other official finds any contents in **your vehicle** that are not legal in that country.
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**.
4. **We** will not cover the costs of fuel, insurance or meals.
5. **We** will only cover costs under this section to the amount set out 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 E6: Vehicle break-in emergency repairs

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

Covered

If the **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:

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

Not covered

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

Section E7: Replacement driver

Covered

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

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

Not covered

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

Additional services

In the UK

If **your vehicle** cannot be driven for a reason other than a **breakdown** or **road traffic collision**, for example if **you** have a **driver induced fault**, **we** will send help to the **vehicle**. 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.

In Europe

If **your vehicle** cannot be driven due to the following reasons, **we** will attend and recover **your vehicle** and **passengers** to a local garage:

1. a **road traffic collision**;
2. if **you** have put the wrong fuel in the **vehicle**;
3. if **your vehicle** has run out of fuel (or charge in an electric **vehicle**); or
4. if **your vehicle** has a flat tyre.

If **your keys** are locked in the **vehicle**, **we** will get them out if possible, but **we** are not liable if damage is caused to the **vehicle** in doing so.

In the UK & Europe

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

1. Pay for **specialist resource** to complete the repairs;
2. Extend the hire time for a replacement car; or

3. Arrange a second or extended recovery.

We will agree the 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 if **we** help someone under **your policy** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the scene. **You** are not entitled to benefits under any other section of this **policy**.

General conditions

1. **You** must pay **your** premium;
2. **You** must request services directly from **us**. **We** will only provide cover if **we** make arrangements to help **you**, or if **you** make arrangements that **we** have agreed in advance;
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;
6. 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;
7. **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;
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult;
9. **We** will not allow animals in **our** vehicles. 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;
10. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** Registration Document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat;
11. Where **we** provide service under this **policy**, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility;
12. **We** will not be responsible for any losses that **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;

13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage, whether an **approved garage** or not, and the contract for such repairs will be between **you** and the garage / repairer;

14. During extreme weather, riots, war, civil unrest and industrial disputes, **our** services can be interrupted. **We** will resume our service to **you** as soon as **we** can in these circumstances;

15. The cost of the following is not covered by this **policy**:

- a. **specialist resource**;
 - b. tolls, ferries or congestion charges for **your 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. 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 **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;
17. **Your vehicle** must be privately owned;
18. This **policy** does not cover:
- a. routine servicing, maintenance or assembly of **your vehicle**;
 - b. **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;
 - c. **breakdowns** that occur off the public highway to which **you** or **we** have no legal access;
 - d. **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;
 - e. **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;
 - f. any **claim** that is or may be affected by the influence of alcohol or drugs;
 - g. any **claim** under this **policy** where the **breakdown** was first reported to **us** under a different membership.

19. 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;
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. 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**.

Conditions specific to travel in Europe

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

costs being incurred, **we** reserve the right to refuse to provide cover under Section E4 (Onward Travel) or Section E5 (Getting your vehicle home).

Included benefits

The following are provided at no additional charge:

Key Return

We will send **you** one key fob for **your vehicle**. The fob has **your** membership number and a FREEPOST address printed on it. If **you** lose **your** keys, and they are returned to **us**, **we** can get them posted back to **you**.

If they are returned to **us** but **your** membership is no longer valid, **we** can still post them back to **you**, but **you** will have to pay the cost.

For as long as **you** are a member, **you** can call **our** lost and found key helpline 24 hours a day, 365 days a year on 0330 159 0951.

Service in the Republic of Ireland

If **your vehicle** has **broken down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland **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

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

Cancellation of your policy

Your right to cancel

You can cancel **your policy** within the cooling off period, which is either 14 days from the **start date** or the date **you** receive **your** policy documents, whichever is later. **We** will only cancel **your policy** when authorised by the Lead Member as shown on **your schedule**.

If **you** do this, **we** will cancel the **policy** with immediate effect from the day **you** request it and **we** will refund **your** premium in full, unless **you** have made a **claim**.

If **you** cancel after the cooling off period, **we** will refund **your** premium, less an amount to reflect the time **you** have already been covered. However:

- a. **You** will not receive any refund if **you** have made a **claim** during the **policy period**; and
- b. **We** will not refund any arrangement and administration fee **you** have paid.

The amount of the arrangement and administration fee will be shown on **your policy schedule**.

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

Our right to cancel

- If any premium for the **policy** is not paid by the relevant date as stated on **your schedule**, **we** will notify **you**. All payments must be paid within 28 days of the relevant date. If not **we** may cancel **your policy**;
- We** may cancel the **policy** at any time and refund **your** premium, 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
- We** may cancel a continuous **policy** by writing to **you** 3 months before the date when **we** intend to end the **policy**.

Misuse of your policy

You must not:

- Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade **us** into a dishonest or illegal act;
- Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
- Provide false information in order to obtain a service;
- Knowingly allow someone that is not covered by **your policy** to try and obtain a service under this **policy**;
- Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

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

- Restrict the cover available to **you** at the next renewal;
- Restrict the payment methods available to **you**;
- Refuse to provide any services to **you** under this **policy** with immediate effect;
- Immediately cancel this **policy**; and
- 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

Monthly policies

If **you** have a monthly policy, **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 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 them from **your** card provider 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.

All upgraded cover sections will apply 24 hours after upgrading.

To upgrade please contact **our** Customer Services.

Changes to your details

You must let **us** know immediately if **you** need to change anything on **your policy** including the **schedule**. **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 2.

Please note if **you** change **your vehicle**, **you** may not be eligible for all the cover on this **policy**, and **we** will discuss this with **you** should **you** need to make a 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 | 0330 159 0360 | Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare @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 13.

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified alternative dispute resolution provider who works with the parties to solve the problem.

Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

Financial Ombudsman Service

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

Financial Services Compensation Scheme

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

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

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

Law

The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary, 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 RACFS will arrange and administer the 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** breakdown **policy**. Our services will start at the same time as **your** breakdown **policy** and will continue for the same period of time. This is set out in **your** **schedule**. If **your** 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 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 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. 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 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 and membership card(s) to you.

Renewal of a 12 or 24 month membership - Prior to the end of your 12 or 24 month **policy period** RACFS will write to you to explain whether RACMS and RACIL are renewing your **policy** and to notify you of any changes that they propose 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 RACMS and RACIL.

Review of a continuous membership - At least 21 days before the end of each **policy period**, RACFS will write to you to notify you of any changes that RACMS and RACIL propose to make to the cost of the breakdown **policy** or other terms and conditions of the **policy** from the start of the next **policy year**. RACFS will also notify you of the fee payable for the next **policy year** 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 or membership card(s);
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 and card(s).
8. Notifying you of any changes made by RACMS or RACIL to the terms and conditions; or
9. 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 membershipcustomercare@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 13.

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 period** (in respect of a 12 or 24 month **policy**) or **policy year** (in respect of a

continuous 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. **RACFS** will collect the administration fee at the same time that it collects the cost of cover for **your** 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 during the cooling off period - being the 14 day period following the later of:

- a. the **start date**; or
- b. the date **you** received the breakdown policy documentation; then

RACFS will refund **your** arrangement and administration fee in full unless **you** have made a **claim** under the breakdown 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.

7. Risk of insolvency

All money received by **RACFS** in respect of **your** 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.

12. 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

13. 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 short summary of how we collect and use **your** data. Please refer to **our** website at www.rac.co.uk/privacy-policy for full details of how we use **your** data. Alternatively, **you** can obtain a copy of **our** Privacy policy by using the contact details below.

These terms apply to both contracts in this policy booklet: Part 1 - Breakdown policy and Part 2 - Arrangement and administration contract.

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 **your** name, address, email address and telephone number;
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 special categories of personal data. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when you apply for RAC membership through our website or over the phone, contact us through social media or make a claim under your policy. We will always need to collect, store and use information about you to be able to provide you with your policy.

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

How we will use your data

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

We carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossessions). We also monitor and record any communications with you including telephone conversations and emails for quality and compliance reasons.

Your rights

You have a number of rights relating to your personal data. For further information regarding any of these rights please visit www.rac.co.uk/privacy-policy or contact the Data Protection Officer:

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