

RAC Black Box Car Insurance

Welcome to RAC Black Box Car Insurance

PLEASE READ AND KEEP FOR YOUR RECORDS

With **Your** new RAC Black Box Car Insurance, **You** need to make sure **Your** RAC Black Box is fitted within 14 days of the **Start Date** of **Your Policy**. Otherwise **Your Policy** may be cancelled, and **You** won't be insured.

If **You** need to make changes to **Your** RAC Black Box Car Insurance, it may be quicker to do so online [www.rac.co.uk/blackbox]

Please see pages 8 and 9 for details of fees which will be applicable if **You** make an amendment to **Your** RAC Black Box Car Insurance. The amount payable will depend upon a number of factors including whether **You** chose to make any amends online or through **Our** RAC Black Box Car Insurance Customer Relations Team.

If **You** need **Us** to remove **the** RAC Black Box once **Your Policy** has expired, there will be an additional fee.

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RAC Black Box Car Insurance

We are an insurance intermediary and You will enter into separate contracts when You take out Your RAC Black Box Car Insurance through Us which consist of:

1. **Black Box Car Insurance Terms & Conditions** – a contract between You and Us which sets out the terms and conditions (supplemental to your Policy) relating to Your RAC Black Box Car Insurance, contained in Part 1 of this RAC Black Box Car Insurance Booklet;
2. **An Insurance Intermediary Services Contract** – a contract between You and Us which sets out the terms and conditions under which We will arrange and administer Your RAC Black Box Car Insurance on Your behalf and any fee(s) that We shall charge You for providing Our insurance intermediary services, contained in Part 2 of this RAC Black Box Car Insurance Booklet. Use this information to decide if Our services are right for You; and
3. **A Policy** – a contract of insurance between You and the Insurer contained in separate documents including the **Schedule of Insurance, Statement of Insurance and Certificate of Insurance** made available to You within Your Welcome Pack.

When You purchase additional products or elect to pay for Your Policy by instalments using a fixed sum loan agreement, You will enter into further contracts with each Insurer, supplier or credit provider for these services.

Definitions

Any words in bold appearing in this RAC Black Box Car Insurance Booklet shall have the same meaning given to them in Your Policy unless otherwise defined below.

“Black Event”

means the circumstances (as described on page 6) arising from the Vehicle exceeding set speed limits which may lead to us cancelling Your Policy;

“Claim”

means any accident or loss involving You and the Vehicle covered by Your Policy and named in the current Schedule of Insurance;

“Install/ Installed/ Installation”

means the connection of the RAC Black Box to the Vehicle to allow driving behaviours to be monitored;

“OBD Port”

means a port on Your Vehicle, usually located in the drivers’ footwell, which can be used to install/power a telematics black box and read vehicle fault codes;

“Our/Our/Us/We”

means RAC Financial Services Limited (RACFS) Company number 05171817;

“Policy Documentation”

means, collectively, the Policy and this RAC Black Box Car Insurance Booklet;

“Professionally Installed”

means the Installation of the RAC Black Box by Our installer;

“RAC Black Box Portal/app”

means the tools through which You can view Your Driver Score, journey data and other data held on Your driving as notified to you in Welcome documents and via email once Your RAC Black Box is installed;

“Red Alert”

means the type of notification You will be given by Us if Your average Driver Score (as described on page 6) falls below 20 out of 100 over a defined period/ distance driven; (see page 6)

“Registered Keeper”

means the individual listed on the Vehicle’s V5C document as the Registered Keeper;

“Self-Installed”

means the Installation of the RAC Black Box by You or someone competent known to You;

“Start date”

means the date that Your Policy begins, or renews as shown on Your Schedule of Insurance;

“Vehicle”

means the private car which is named as the ‘Insured vehicle’ in Your Schedule of Insurance and is subject to the terms and conditions contained in this RAC Black Box Car Insurance Booklet.

Quick and easy fitting

RAC Black Box Car Insurance uses both Professionally Installed and Self-Installed RAC Black Boxes .

Your Welcome email will notify You which type of Installation applies to Your RAC Black Box Car Insurance.

Professional Installation - You will receive an email which contains a link to Our installers online booking facility where You need to choose a date to ensure Your RAC Black Box is Installed within 14 days of Your Policy Start Date.

Self-Installation - You will receive Your RAC Black Box within a few days of the Start Date of Your Policy and You need to ensure that You Install the RAC Black Box within 14 days of the Start Date of Your Policy.

- Your RAC Black Box will come with simple Installation instructions on how to Install in Your Vehicle
- Your Welcome email will also include a link to an Installation video and details of how to contact Our engineers for assistance if You need help.

Please ensure that whichever RAC Black Box You are required to Install that it is fitted within 14 days of the Start Date of Your Policy or Your Policy may be cancelled.

Contact Information

Purpose of contact	Telephone	In Writing
Customer services	0333 070 2560	RAC Black Box Car Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX
Complaints	0333 070 2563	RAC Black Box Car Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX

Call charges may apply. Please check with Your telephone provider. 03 numbers are charged at national call rates and are usually included in inclusive minute plans. Text messages are charged at **Your** standard network rate. **We** do not cover the costs of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

Part 1 - RAC Black Box Car Insurance Terms and conditions

General

1. RAC Black Box Car Insurance requires an RAC Black Box to be **Installed** in the **Vehicle** within 14 days of the **Start Date** of the **Policy**, or within 14 days of a change of **Vehicle**. Failure to do so or the removal of the RAC Black Box at any time during the **Period of Insurance** will result in the **Policy** being cancelled.
2. **You** must provide a valid email address and be able to access the internet throughout the **Period of Insurance**.
3. **You** must ensure that the **Registered Keeper** or any other party who has an interest in the ownership of the **Vehicle** has agreed that the RAC Black Box can be **Installed** in the **Vehicle**.
4. It is **Your** responsibility to check the terms of any warranty **You** have for **Your Vehicle** and ensure this will not be impacted by having the RAC Black Box fitted.
5. Should **Your Policy** be cancelled by **You** or **Us**, it could take up to 5 days to deactivate the RAC Black Box. Any data collected after the Cancellation date will be permanently deleted.

Installation

6. RAC Black Box Car Insurance uses both **Professionally Installed** and **Self-Installation** RAC Black Box devices;
 - a. **Professionally Installed** – **You** are required to book an **Installation** appointment with **Our** installers, ensure that the appointment goes ahead as scheduled and ensure that the RAC Black Box is **Installed**.

- b. **Self-installation** – must be **Installed** in **Your Vehicle** in accordance with the provided instructions by **Yourself** or someone competent known to **You**.

If there are any issues with either obtaining an appointment, attending the appointment or **Installing** the RAC Black Box **Yourself** within 14 days, then **You** need to notify **Us** immediately.

7. **We** may require **You** to provide an image of **Your** current driving licence and/or the **Vehicle** registration/V5C document within 14 days of the **Start Date** of **Your Policy**. This will be clearly requested in **Your** Welcome email when **You** purchase **Your Policy** including instructions on how to send this to **Us**.
8. If **You** are required to provide **Your** driving licence and/or **Vehicle** registration/V5C documents, copies of these documents will be retained on **Your Policy** records. Any discrepancies with the information declared at point of purchase or with any **Claim** may affect **Your** premium or the validity of any **Claim** made under this **Policy**.

Changes to Information and Adjustments to Premium

9. Data that is collected via the RAC Black Box does not constitute notice to **Us** of the change of any facts **You** have disclosed regarding **Your Policy**. **You** must still notify **Us** if any details change on **Your Policy**. Typical changes could be, but not limited to, changes to **Your** declared mileage, where the **Vehicle** is parked overnight, if **You** are using the **Vehicle** for business use and/or to commute to a place of work or education.
10. **We** or **Your Insurer** will use information from the RAC Black Box to check the accuracy of the information **You** have declared to **Us** when **You** purchased the **Policy**, either during the **Period**

of **Insurance** or in the event of a **Claim**. We may contact **You** at any time to ask **You** to clarify any inconsistencies that may be identified between the RAC Black Box data and the information that is held on **Your Policy**. If **We** become aware that any information on **Your Policy** needs updating based on the data received from the RAC Black Box, (for example, **Your** annual mileage) **We** may update **Your Policy** and advise **You** of any change to **Your** premium or to the terms that the **Insurer** requires. In some cases, **We** may have to cancel **Your Policy** if the change is unacceptable to the **Insurer** of **Your Policy**. **We** will always notify **You** in advance before any changes are made to **Your Policy**.

- It remains **Your** responsibility to ensure that all the information **You** have disclosed and is held on **Your Policy**, is correct and notify **Us** of any changes to this information during the **Period of Insurance**. **You** must not rely on the data collected via the RAC Black Box to make **Us** aware of any changes required to **Your Policy**.

Driver Score - Standards of Driving and Vehicle Usage

- We** will monitor **Your** driving by collecting information from the RAC Black Box about how the **Vehicle** is driven and used. **We** will monitor this information regularly and use it to create a Driver Score for **You**.
- Your** Driver Score is calculated after each journey and is averaged every 7 days on the anniversary of the **Start Date of Your Policy** to provide an ongoing measurement of **Your** driving behaviour. To ensure that the score is fair and accurate, it requires at least 200 miles to be driven. If **You** do not complete 200 miles in the 7-day period, the score will recalculate at the next anniversary period to ensure at least 200 miles has been driven.
- Your** Driver Score will be presented as a score out of 100, a higher score indicates greater adherence to safer driving practices and the relevant sections of the Highway Code.
- Your** Driver Score is calculated using measurements including (but are not limited to): **Your** speed throughout **Your** journey, braking frequency and force, acceleration, the types of routes **You** take [e.g. A-roads, motorways, country lanes], time and date of travel and the **Vehicle's** location.
- Speeding is identified by comparing the speed that **Your Vehicle** is being driven against a database of speed limits. The **Vehicle** speed and location is identified by the GPS (Global Positioning System) capabilities of the device.
- Your** Driver Score is impacted by all journeys the **Vehicle** makes regardless of who is driving. **You** must make any additional drivers (or custodians of **Your Vehicle** such as a garage) aware that information will be collected whilst they are driving and that the way they drive the **Vehicle** will affect **Your** Driver Score. In order to help **You** monitor **Your** driving and ensure **You** are complying with **Your** obligations under this **Policy**, **We** will keep **You** informed of how **You** are driving

by displaying **Your** Driver Score on the **RAC Black Box Portal** and app.

- Your** Driver Score will be updated on the **RAC Black Box Portal** and app and **You** will receive communication from **Us** if **Your** Driver Score drops to an unacceptable level or if **We** identify any other behaviours which could cause safety concerns.

Red Alerts, Black Events and Cancellation of Your Policy

- Red Alerts – A **Red Alert** will be given where **Your** average Driver Score falls below 20 out of 100. **Your** driver score is measured over at least 200 miles to ensure it's a fair depiction of **Your** driving behaviours. This shall be determined by having regard to good standards of driving and best practices, as well as adhering to the Highway Code. For example, consistent speeding, harsh braking and rapid acceleration will all have a detrimental impact on **Your** Driver Score. **You** will be able to check **Your** Driver Score at the end of every journey by logging into **Your RAC Black Box Portal** or app.

Drivers will be categorised according to the following parameters:

Driver Score	Driver Category
Below 20	Red Driver
Between 20 and 40	Risk of Red Driver
Between 41 and 89	Amber Driver
Over 90	Green Driver

If three **Red Alerts** are triggered within **Your Period of Insurance**, **Your Policy** may be cancelled by **Us** sending **You** 7 days' notice by letter and email.

- Black Events - A **Black Event** will be triggered by **Your Vehicle** exceeding the speed limits as outlined in the table below:

Speed Limit	Speed Alleged
20mph	In excess of 40mph
30mph	In excess of 51mph
40mph	In excess of 66mph
50mph	In excess of 75mph
60mph	In excess of 85mph
70mph	In excess of 100mph

If a **Black Event** is triggered within **Your Period of Insurance**, **Your Policy** may be cancelled by **Us** sending **You** 7 days' notice by letter and email.

- If **You** believe that a **Red Alert** or **Black Event** has been incorrectly issued **You** can ask **Us** to review the data/any supporting evidence **You** can provide. Please contact **Us** on 0333 0702560 to discuss **Your** concerns.
- We** will remove any **Red Alert** or **Black Event** if it is found to have been issued incorrectly; however, **Our** decision as to whether or not a **Red Alert** or **Black Event** will be upheld or removed based on the data received will be final.

23. If **Your Policy** is cancelled due to **Red Alerts** or a **Black Event**, you will be charged the relevant cancellation fee in addition to any premium owed for time on cover. (see page 9 for fees)

The RAC Black Box and the RAC Black Box Portal and App

24. The RAC Black Box remains **Our** property and is licensed to **You** for the purpose of **Your** RAC Black Box Car Insurance.
25. If **You** or an authorised automotive technician need to remove the RAC Black Box to conduct **Vehicle** servicing or repair, **You** accept responsibility to ensure it is re-**Installed** to the same standard as the original **Installation** prior to resuming normal use of the **Vehicle**. If the RAC Black Box is not re-**Installed** prior to normal use, **Your Policy** will be cancelled by **Us** providing **You** with 7 days' notice of Cancellation.
26. **You** will not, nor will **You** permit any other person to tamper with, alter, dismantle or remove components from the RAC Black Box; or tamper/interfere with the GPS/GSM signal that is emitted from the RAC Black Box.
27. If **We** have reason to believe that there has been non-permitted interaction or interfering with the RAC Black Box **We** may cancel **Your Policy**. Damage or loss caused by any form of tampering or non-permitted interaction with the RAC Black Box is not covered by this **Policy** and will either require a new RAC Black Box to be supplied or the cancellation of **Your Policy** both of which incur a fee (see pages 8 and 9 for fees)
28. If **You** suspect the RAC Black Box to be defective for any reason or if it has become damaged **You** must notify **Us** as soon as possible, by calling **Our** RAC Black Box Car Insurance Customer Relations Team on 0333 070 2560.
29. The RAC Black Box uses the **Vehicle's** battery power supply and there may be a small drain on **Your Vehicle's** battery even when the **Vehicle** is not being used. It is **Your** responsibility to maintain **Your Vehicle's** battery in good working order. If **You** or an automotive technician suspect that the RAC Black Box is causing any issues with **Your Vehicle** or significant battery drain, **You** need to inform **Us** by calling 0333 070 2560 providing any evidence to support **Your** suspicions.
30. **We** reserve the right to send one of **Our** engineers in the first instance to resolve any suspected issues with the RAC Black Box or **Vehicle** operation symptoms experienced caused by the RAC Black Box. **We** will not pay for any costs for **Vehicle** diagnostics or repair unless expressly authorised and may charge **You** for **Our** engineers visit if the diagnostic identifies no issue with the RAC Black Box or **Our Professional Installation**. We will notify you of any charge before the engineers visit.
31. The transmission and receipt of data is dependent upon mobile telecommunications services that may be interrupted. This does not mean that there is something wrong with the RAC Black Box. If

this happens, please notify **Us** and **We** will make reasonable efforts to resolve any issues.

32. Wherever possible **We** will provide the services associated with the RAC Black Box, including, but not limited to, the **RAC Black Box Portal** and **app**, calculation and provision of Driver Scores and Web-based feedback, and any additional services that may be developed and implemented during the **Period of Insurance**. If, due to the conditions listed above, or due to the failure of one or more of **Our** third-party suppliers or the telecommunications networks upon which they rely, provision of these services becomes impossible or severely impeded, then **We** may have to withdraw them. If this occurs, **We** will continue to provide **You** with the insurance services **You** have purchased, with the omission of the services related to the RAC Black Box.

Using Black Box Telemetry with Breakdown add on cover

33. If **You** have selected the RAC Breakdown optional cover and call **Us** to report a **Vehicle** breakdown, **We** will use **Your** RAC Black Box to locate **Your Vehicle** to assist with the breakdown situation.
34. Please note that the below features, terms and conditions relating to the health of **Your Vehicle**, will only apply to **Your** RAC Black Box Car Insurance if;
- You** have a RAC Black Box fitted to **Your Vehicle's** OBD Port; and;
 - You** have selected the RAC Breakdown optional add on cover; and;
 - Your Vehicle** is compatible and allows the RAC Black Box to read the **Vehicle** fault codes
35. If **Your Vehicle** breaks down and **You** call the RAC Breakdown Services for assistance, **We** may:
- access the data sent by the RAC Black Box to see if any fault codes have been detected;
 - compare the fault codes to **Your** description of the cause of the breakdown. **We** will attempt to diagnose the problem over the telephone and either;
 - help **You** fix the problem at the roadside via the telephone; or
 - send out the appropriate help to **You**.
 - If **We** do need to send an RAC Patrol or RAC Contractor out to help **You**, **We** will use **Your** RAC Black Box to tell us the exact location of **Your Vehicle**;
36. If the RAC Black Box detects a fault code from **Your Vehicles** Engine Control Unit (or other On-Board Diagnostic features within **Your Vehicle**) that is transmitted to **Us**, **You** will receive a notification, via the **RAC Black Box Portal** and **app** or via email. The fault code will not be transmitted whilst **Your** engine is running so **You** may not receive a notification until **You** have completed **Your** journey.

Please note:

- a. the RAC Black Box will not detect every fault with **Your Vehicle**
 - b. the RAC Black Box requires sufficient 2G mobile signal available to the box; and
 - c. fault codes are often generic and may only give **Us** an indication of the fault itself, and not diagnose the exact problem.
37. The absence of a fault notification does not mean that **Your Vehicle** is road legal, safe to drive, or that it will not break down. The services **We** provide **You** does not replace the need for **You** to maintain **Your Vehicle** and follow **Your Vehicle** manufacturer's guidelines and handbook.

Changing Your vehicle

If You change Your vehicle, Your Policy is cancelled by You or Us or Your insurance Policy ends.

38. If **You** change **Your Vehicle** during the **Period of Insurance**, **You** are required to ensure that **You** have a working RAC Black Box **Installed** in **Your** new **Vehicle** within 14 days of the change:
- a. **Self-Installed** – **You** should remove the RAC Black Box prior to the sale or disposal of the **Vehicle** as **We** may request return of the old RAC Black Box. **We** will send **You** a new RAC Black Box which **You** must **install** within 14 days of the change.
 - b. **Professionally Installed** – **You** must schedule an **Installation** of a RAC Black Box in the new **Vehicle** to be **Installed** within 14 days of the change.
39. **We** do not accept any liability for damage to **Your Vehicle** or the RAC Black Box if removed by **You** or someone acting on **Your** instruction.
40. If **Your Policy** is cancelled by **You** or **Us** during the **Period of Insurance**, **We** reserve the right to request return of the RAC Black Box where the full cancellation fee is not applicable. Please see Part 2 Section 4 for details of Cancellation fees.
41. If **Your Policy** reaches the end of the **Period of Insurance** and is not renewed, **We** reserve the right to request return of the RAC Black Box at no expense to **You**.

Fees

42. There are a number of circumstances where **We** will have to charge **You** a fee for our services. These are set out below:
- a. If **You** need **Us** to remove **Your** RAC Black Box once **Your Policy** has expired, **We** will charge **You** a £45 removal fee.
 - b. If a replacement or subsequent RAC Black Box is required for a change of insured vehicle **We** will charge **You** a replacement RAC Black Box fee:
 - If **Your** RAC Black Box is **Professionally Installed**, **We** will charge **You** a £75 fee
 - If **Your** RAC Black Box is **Self-Installed**, **We** will charge **You** a £45 fee

- c. If a replacement or subsequent RAC Black Box is required due to non-permitted interaction or interference with the RAC Black Box, **We** will charge **You** a replacement RAC Black Box fee:

- If **Your** RAC Black Box is **Professionally Installed**, **We** will charge **You** a £75 fee
- If **Your** RAC Black Box is **Self-Installed**, **We** will charge **You** a £45 fee

43. If **You** fail to attend or provide at least 24 hours' notice that **You** are unable to attend a confirmed appointment for **Your** RAC Black Box to be **Professionally Installed** **We** will charge **You** a £45 missed installation appointment fee.

Part 2 - RAC Insurance Intermediary Services Contract

1. RAC Insurance Intermediary Services Contract

This is the contract between **Us** and **You** under which **We** will arrange and administer the **Policy** on **Your** behalf (the "Insurance Intermediary Services Contract").

2. When does this Insurance Intermediary Services Contract start and end?

This **Insurance Intermediary Services Contract** relates to **Our** services in arranging and administering **Your** RAC Black Box Car Insurance. **Our** services will on the **Start Date of Your Policy** and will continue for the **Period of Insurance**. If **Your Policy** is terminated or is cancelled for any reason, then no further services can be delivered under this **Insurance Intermediary Services Contract**, which will be terminated or cancelled automatically at the same time. This **Insurance Intermediary Services Contract** cannot be terminated or cancelled independently of the **Policy**.

3. What Insurance Intermediary Services will We provide?

Our insurance intermediary services **We** provide to **You** on **Your** behalf include:

- Arranging **Your** RAC Black Box Car Insurance by selecting a range of prices from **Our** panel of insurers that **We** can offer. **We** will arrange **Your** cover with the **Insurer** based on **Your** requirements. **We** will deal with **Your** payment and provide **You** with the **Policy Documentation**.
- Dealing with **Your** requests for adjustments **You** have to make to **Your** RAC Black Box Car Insurance, such as changes to the cover required, the use and/or **Vehicle**. **We** will notify the **Insurer**, deal with any amendments of risk or adjustments of premium required and provide **You** with confirmation of any changes to **Your Policy**. **We** may arrange cover with an alternative **Insurer** if the amendments to **Your Policy** are not acceptable to **Your** original **Insurer**.

- Arranging the cancellation of **Your Policy** at **Your** request. **We** will notify the **Insurer**, deal with any refunds of premium, confirm the changes to **Your Policy** and arrange for the return of documents. Cancellation fees may apply, please see the section below for details.
- Dealing with **Your** requests for any duplicate or replacement **Policy Documentation** and/or documentation relating to additional products.
- Arranging optional additional add-on products where **You** consider these products meet **Your** needs.
- **We** will also arrange the renewal of **Your Policy** and additional products based on **Your** requirements (see Automatic Renewal at Section 7 below).

4. Our fees and charges for providing Our insurance intermediary services to You

We will charge **You** the following fees where applicable for **Our** services:

Intermediary services fee

Included in the total cost of **Your RAC Black Box Car Insurance** is a fee of £40.00 that **We** charge **You** for the separate intermediary services **We** provide in arranging, servicing and renewing **Your RAC Black Box Car Insurance** which will be refunded on a pro-rata basis at the point of cancellation of your **Policy** for the **Period of Insurance** you have benefitted from, and

Cancellation fee

If either **You** or **We** cancel within 14 days of **You** receiving **Your Policy Documentation** **We** will charge **You** a fee of £35 plus the cost for the **Period of Insurance** **You** have benefitted from unless **your Insurer** has declared **Your Vehicle** a total loss, in which case no refund will be given and all premiums will be payable by **You**; and

If either **You** or **We** cancel more than 14 days after **You** receive **Your Policy Documentation** and **Your RAC Black Box** is **Professionally Installed**, **We** will charge **You** a fee of £125; or

If either **You** or **We** cancel more than 14 days after **You** receiving **Your Policy Documentation** and **Your RAC Black Box** is **Self-Installed** **We** will charge **You** a fee of £75.

This is providing no **Claims** have been made. If a **Claim** has been made, or there has been an incident which may lead to a **Claim**, no refund will be given, and all premiums will be payable by **You**; and

If upon investigation **We** find that **You** are no longer eligible for an add-on product, a refund will be provided on a pro-rata basis.

We have provided **You** with information on how to cancel **Your Policy** in the cancellation section of **Your Policy**, Section 15. This clearly sets out the approach to providing **You** with a refund of premium for **Your** time on cover.

We will pay any refund due to the bank account or credit or debit card **We** hold on file.

Policy amendment fee

All amendments to the **Policy** are subject to an amendment fee.

- If **You** make an amendment to the **Policy** through the online account, **We** will charge **You** a £15 fee.
- If **You** make an amendment to the **Policy** through **Our RAC Black Box Car Insurance Customer Relations Team**, **We** will charge **You** a £35 fee.

We have provided **You** with a list of examples of the things that **We** need to know about in the Important Information section of **Your RAC Black Box Car Insurance** wording.

Failed payment fee

If **You** pay for **Your Policy** by credit or debit card or **Your Policy** automatically renews, and **We** are unable to collect it due to the payment failing, **We** will charge **You** a £25 fee.

5. Changes in Terms & Conditions

We are entitled to change any of the fees or terms and conditions of this contract between **You** and **Us** with 30 days' notice during the **Period of Insurance**:

- if required by law or regulatory authorities, or
- at renewal.

6. Continuous Payment Authority

When **You** pay by credit or debit card, **We** will set up a Continuous Payment Authority (CPA). This allows **Us** to take **Your** payments automatically when they are due, including for any amendments **You** make and for future renewals. This means **You** don't have to provide new details for each payment and ensures **Your** insurance continues uninterrupted. **We** will always inform **You** of any payments that are due to be taken. **We** reserve for payments with **Your** bank 2 working days prior to a payment due date and can attempt collection up to 3 times within this 2-day window. **We** won't attempt any further reservations past the payment due date. If **We're** unable to collect a payment at any point, **We** will contact the **You**. Failed payments will result in a fee. If applicable, please see the 'Failed payment fee' section above for details of the fee. The **Policy** may be cancelled if **We** don't receive payments that are due. **You** can cancel the CPA by contacting **Us** at any time.

7. Automatic renewal

Prior to renewal, **We** will use the details **You've** given **Us** to search **Our** panel again for a renewal price. **We** will contact **You** before the end of **Your Period of Insurance** explaining what **You** need to do. **We** may automatically renew **Your RAC Black Box Car Insurance** where **We** are able to, using the payment method that **You** have provided **Us** with in order to ensure **You** remain continuously covered.

Please note - if **You** don't advise **Us** that **You** don't want **Your RAC Black Box Car Insurance** to renew by the renewal date, **We** will attempt to take the first payment that is due. If this payment is declined, **You** will be charged a failed payment fee if applicable, please see the 'Failed payment fee' section above for details. **You** can ask **Us** to stop taking payments automatically or change **Your** payment method at any time by contacting **Us** on 0333 0702560.

8. Duration

The minimum duration of this contract with Us is the duration of **Your Policy**. This **Insurance Intermediary Services Contract** will terminate simultaneously with the termination of **Your Policy**.

9. How can You contact us?

If **You** need to contact **Us** in relation to any of the services set out in this Part 2 and for general enquiries about **Your RAC Black Box Car Insurance**, please contact **us** as follows:

Purpose of contact	Phone	In writing
General Enquiry	0333 0702 560	RAC Black Box Car Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX
Complaints	0333 0702 563	RAC Black Box Car Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX

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.

10. Matters outside Our reasonable control

We will not provide any service under this **Insurance Intermediary Services Contract** if **We** are prevented from doing so in circumstances beyond **Our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, a pandemic, third party industrial disputes or internal industrial disputes. In these circumstances **We** will take steps to prevent or minimise the effects of such circumstances on its services.

11. Exclusion of Our liability

To the extent permitted by law, **We** 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, **We** 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 **Insurance Intermediary Services Contract** shall exclude or restrict **Our** liability for negligence resulting in death or personal injury.

What to do if You have a complaint

If **You** are dissatisfied with any aspect of the services provided by **Us** under your **RAC Black Box Car Insurance**, please contact **Us** using the contact details contained in the table under Section 9.

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.

Are We covered by the Financial Services Compensation Scheme (FSCS)?

Our activities in arranging and administering **Your Policy** are covered by the FSCS. If **We** 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:

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

Law

The parties are free to choose the law applicable to this RAC Black Box Car Insurance Booklet. The terms and conditions contained in this RAC Black Box Car Insurance Booklet are governed by the laws of England and Wales unless **You** and **We** agree otherwise, and such agreement has been put in writing by **Us**.

Communication by **Us** to **You** concerning this RAC Black Box Car Insurance Booklet or the **Policy** will be in English.

Your Data

This notice tells **You** about the way in which **Your** personal data will be used when **You** purchase RAC Black Box Car Insurance. For more details, **You** can see **Our** complete privacy notice at rac.co.uk/privacy-policy.

Who We are

When **You** purchase RAC Black Box Car Insurance, there will be two data controllers who are responsible for using **Your** personal data:

- RAC Financial Services Limited (trading as RAC Insurance) and **Our** address is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. **Our** use of **Your** data is explained in this notice.
- The Insurer: The **Insurer of Your Policy** will be a separate data controller. How they will use **Your** data will be explained in their privacy notice.

This privacy notice only covers how RAC handles **Your** information.

Our Data Protection Officer

RAC has appointed a Data Protection Officer who can be contacted by emailing dpo@rac.co.uk or by writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Your data protection rights

Under data protection law, **You** have certain rights about the way **We** use **Your** information. The rights available to **You** depend on **Our** reason for processing **Your** information. More information about the scope of these rights can be found on the Information Commissioner's Office's Website: www.ico.org.uk. Please contact **Us** at dpo@rac.co.uk if **You** wish to make a request.

Your Responsibility

It is important that any information **You** provide directly to **Us** is accurate and correct. Please let **Us** know as soon as **You** can, if any information **We** hold about **You** is no longer correct.

Providing false or inaccurate information in order to obtain a product or service may also result in services being restricted or cancelled.

It is **Your** responsibility to ensure that **You** share a copy of this privacy notice with anyone who drives **Your** vehicle so that they understand how their data will be used for the purpose of providing **you** with insurance.

Your right to complain

We take **Our** responsibility to look after **Your** data very seriously. If **You** have any questions about **Our** use of **Your** data, or wish to make a complaint, please contact **Our** Data Protection Team by emailing dpo@rac.co.uk and **We'll** be happy to answer **Your** questions.

You also have the right to make a complaint about the way **We** use **Your** information to the Information Commissioner's Office. **You** can make a complaint to the ICO by calling 0303 123 1113 or visiting their Website: <https://ico.org.uk/make-a-complaint/>.

Purpose and legal basis for using Your information

When providing You with RAC Black Box Car Insurance, RAC will typically be the data controller for the following purposes:

Our purpose for using your data	Our lawful basis
Providing our service to you	
Pricing activities, checks and risk assessment: Using data to develop risk acceptance criteria, develop pricing models with Our external partners (which may include profiling and automated decision making), assessing availability of payment methods, conducting checks with credit reference and fraud prevention agencies.	Performance of contract
Provision of insurance: Using data to provide You with the insurance. This will include sharing information with Our partners (e.g. the Insurer). This will include passing Your data, including RAC Black Box data, to the Insurer in the event of a Claim to assist with identification, assessment or investigation of claims made and to provide clarifications as to the circumstances of the Claim.	Performance of contract
Administration of Your Policy: Administering Your Policy including making changes, taking payments or cancelling Your cover.	Performance of contract
Communicating with You: Communicating with You as well as other Policyholders and beneficiaries.	Performance of contract
The RAC Black Box: Collecting, using and analysing the data generated by the RAC Black Box including calculation of drivers' scores and use of location data in conjunction with the terms of Your Policy.	Performance of contract
Prevention and diagnosis of vehicle faults: If You have included Vehicle Based membership RAC Breakdown add on with Your RAC Black Box Car Insurance, data from Your Vehicles Engine Control Unit (or other On-Board Diagnostic features within Your Vehicle) may be transmitted to Us in order to help prevent or diagnose Your Vehicle faults which may lead to safety concerns or potentially breaking down. We also may use this information anomalously to enrich Our database of vehicle faults.	Performance of contract
Testing the RAC Black Box: Test Your RAC Black Box and any associated software (e.g. during Installation or to perform maintenance checks).	Performance of contract
Our business activities	
Statistical and analytical purposes: Making improvements to RAC products and services including internal testing, reporting and analysis. This will include using Your data for analysing, assessing and profiling certain information about You, such as Your Vehicle ownership and driving style.	Legitimate interest
Routine business activities: Business processes and operations including quality assurance, governance, testing, management and audit practices.	Legitimate interest
Marketing: Using Your information for the purpose of marketing activities, including the use of determining the marketing communications We send to You (which may include profiling), personalisation of content and analysis of Our marketing activities.	Legitimate interest
Training and Monitoring: To help Us with Our training and monitoring, We record all of Our inbound and outbound telephone conversations. We may ask for Your consent to record face to face conversations if You purchase RAC breakdown cover from one of Our sales agents.	Legitimate Interest (for recording telephone calls) Consent (for recording our face to face conversations)
Legal and regulatory	
Your rights: Complying with Your data protection requests under GDPR	Legal obligations
Disclosure: Disclosing Your information to regulators and law enforcement agents as required to do so by law.	Legal obligations
Fraud detection, debt recovery and legal claims: To prevent or detect fraud, recover debts owed to RAC and using data for the purpose of legal proceedings	Legitimate interest
Compliance: Complying with Our regulatory and legal obligations including those issued by the Financial Conduct Authority and Financial Ombudsman Service.	Legal obligations

For each different purpose for which **We** use **Your** data, **We** need to have a lawful basis. The different lawful basis are set out in the General Data Protection Regulation (GDPR). The ones **We**'re relying on are:

- **Consent:** **We** rely on this basis to give **You** choice where **You** may not usually expect **Your** information to be recorded. This legal basis is set out in article 6(1)(a) of the GDPR.
- **Performance of contract:** **We** rely on this basis when **Our** use of **Your** data is necessary for the performance of the contract between **You** and **RAC** and to take steps at **Your** request prior to entering into the contract. This legal basis is set out in article 6(1)(b) of the GDPR.
- **Legitimate interest:** **We** rely on this basis when **Our** use of **Your** data is necessary for the purposes of **Our** legitimate interest which does not unduly impact **Your** rights and freedoms. This legal basis is set out in article 6(1)(f) of the GDPR.
- **Legal obligations:** **We** rely on this basis when **We** have a legal obligation to use **Your** data in a certain way. This legal basis is set out in article 6(1)(c) of the GDPR.

The information We collect

The information which **We** collect about **You** relating to **Your** RAC Black Box Car Insurance will include:

Category of information	Examples
Information about you	
Key personal details	Name, date of birth, etc
Application information	Car use, home ownership, employment, licence type.
Contact details	Home address, email address, telephone number
Your family and beneficiaries	Their name and relationship with you
Claims history	Years of no claims bonus, previous insurance claims
Driving offences	Details of any driving offences
Credit information	Information about your credit history which we receive from credit reference agencies
Payment details	Details of your payments for products and services.
Information about your vehicle and driving habits	
Your vehicle details	Information about your vehicle including make, model, age, etc
Your vehicle ownership	Information about your previous vehicle ownership
Black box details	Information about the RAC Black Box which is installed in your vehicle .
Information generated by the Black Box	The Black Box will collect information such as your speed throughout a journey, braking frequency and force, acceleration, the types of routes you take (e.g. A-roads, motorways, country lanes), time and data of travel and the car's location.
MOT data	Information relating to your MOT which is held by the DVLA
Your RAC Insurance cover	
Your purchases and policies	Details of your cover including start and end date and scope of cover
Marketing preferences	Your preferences for the marketing you would like to receive from us
Communicating with us	Telephone conversations and communication by email, post and social media if you contact us directly
Claims information	Details of claims made under the policy , or claims by a third party, and data from industry sources including the Motor Insurance Database
Your relationship with RAC	
Your membership with RAC	Details of the tenure of your membership with RAC and information about other products and services you have purchased from RAC
Services you have received from RAC	Details of the services which you have received from RAC including the number of occasions you required roadside assistance.

How We get Your information

We receive information about **You** from a variety of sources:

- **From You** if **You** contact **Us** directly, **We** could collect information from **You**.
- **Other RAC Group companies and providers of RAC branded services** If **You** have RAC Breakdown cover, or other products or services from RAC, **Your** information will be shared with RAC Financial Services for analysis, assessment and pricing activities
- **From Our partners** such as Insurers, credit providers and others
- **From Your vehicle / Black Box** If **You** have a telematics-based insurance product, **We** collect information from the RAC Black Box Installed in **Your Vehicle**.
- **DVLA and other agencies** who provide **vehicle** and **MOT** data, obtained under licence.
- **Fraud prevention and credit reference agencies** which may include the Motor Insurers' Bureau, publicly available information, debt recovery and tracing agents, government departments, police and law enforcement agencies
- **From third parties and their insurer** if a claim is made against **You**
- **Information Commissioner's Office, law enforcement agencies and other public bodies** may provide **Us** with information about individuals who have made a complaint or in relation to their investigations and law enforcement activities.
- **Regulatory bodies** such as the Financial Ombudsman Service and the Financial Conduct Authority may provide **Us** with information about individuals who have made a complaint
- **Data services providers** such as data science organisations, who collect demographic data and publicly available information which is used to help **Us** improve and tailor **Our** products and services or information used to identify products and services that **We** believe **You** may be interested in.

Credit searches and fraud prevention

In assessing **Your** application/renewal application **We** or the **Insurer** or the credit provider will perform credit, risk and identity checks on **You** with credit reference agencies and fraud prevention agencies.

To perform the checks, **We** will share **Your** information with those agencies and they will provide **Us** with the results.

We use the results from the checks to assess **Your** creditworthiness (and whether **You** can afford to pay for the product), assess **Our** ability to offer the product to **You**, verify the accuracy of the data **You've** provided, prevent criminal activity (such as money laundering and fraud), and to trace and recover debts.

The information **We** share with the agencies will be used by other credit providers for making credit decisions about **You** and the people with whom **You** are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

How long We keep Your information for.

We usually hold **Your** data for up to 7 years.

Who We share Your information with.

We share **Your** data with **Your Insurer** and **We** may share **Your** data with third parties who are instructed by **Us**, such as:

- **RAC group companies**
- **IT providers:** providers of IT services for administration and management of **Our** internal systems
- **Outsourced operators:** Organisations which provide outsourced organisational support
- **Agents and partners:** In order to **Install**, service and remove the RAC Black Box and in order to provide **You** and the **Insurer** with information via the **RAC Black Box portal** or **app**.
- **Regulators:** Regulators and governmental bodies, such as the Financial Conduct Authority or Information Commissioner's Office if necessary, to meet **Our** mandatory reporting requirements.
- **Professional advisors and purchasers:** **Our** professional advisors for the purpose of providing **Us** with professional advice. If RAC is sold, **We** may need to disclose **Your** personal information to **Our** advisers and any prospective purchasers and their advisers.

Automated decision-making

Automated decisions are decisions which are made about **You** using only technology and which aren't made with the direct input of an actual person.

We use automated decision-making, including profiling, for several different purposes:

- i. to determine the risk of providing **You** with a product or service;
- ii. to decide whether to offer a product or service; and
- iii. the price of the product or service.

We use automated decision making where it's necessary in order to provide **You** with the product or service.

Where Your information is held

We are a UK based organisation and most of the information **We** use about **You** is held in the UK.

It is possible that **We** may transfer **Your** personal information outside of Europe, for example, where one of service providers has operations outside of Europe and such transfer is necessary. Where **Your** data is transferred outside of Europe, **We** will ensure that suitable safeguards are in place to make sure that **Your** data is protected. The safeguard will usually be reliance on standard contractual clauses.

What happens if You do not provide us with Your personal information

Unfortunately, if **You** do not provide **Us** with the personal information which **We** need in order to provide **You** with a product or service, **We** may not be able to provide **You** with that product or service.

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.