

RAC Black Box Car Insurance

- RAC Black Box Car Insurance Terms and Conditions
- RAC Insurance Intermediary Services Contract

Please read and keep for your records

Please make sure **You** get **Your** RAC Black Box **Installed** within 14 days after the insurance policy **start date**. Otherwise, **We** may cancel **Your Policy** and **You** won't be insured.

If **You** need to make changes to **Your** RAC Black Box Car Insurance, it will be cheaper to do so online at rac.co.uk/onlineaccount. Please see pages 8-9 for details of the fees **we'll** charge **You** if **You** make a change to **Your** RAC Black Box Car Insurance. The fees will depend on such things as whether **You** make the changes online or through **Our** RAC Black Box Car Insurance Customer Relations Team. Please read this booklet alongside the Insurance Policy Wording.

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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 document 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 all documentation provided to **You** in relation to this product;

"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**
- **We** do not accept any liability for damage to **Your Vehicle** or the RAC Black Box if fitted incorrectly by **You** or someone acting on **Your** instruction
- Additional support with **Installation** of the box can be found here rac.co.uk/faq

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

You can contact us during business hours via Live Chat – rac.co.uk/chat

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.

11. 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

12. **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**.
13. **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.
14. **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.
15. **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.
16. 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.
17. **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**.

18. **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

19. **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.

20. **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.

21. 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 070 2560 to discuss **Your** concerns.
22. **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 using **our** Live Chat facility rac.co.uk/chat.
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 ensure **Your Vehicle's** battery is 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** using **our** Live Chat facility rac.co.uk/chat.
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** may 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;
 - a. **You** have a RAC Black Box fitted to **Your Vehicle's** OBD Port; and;
 - b. **You** have selected the RAC Breakdown optional add on cover; and;
 - c. **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:
 - a. access the data sent by the RAC Black Box to see if any fault codes have been detected;
 - b. 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;
 - i. help **You** fix the problem at the roadside via the telephone; or
 - ii. send out the appropriate help to **You**.
 - c. If **We** do need to send an RAC Patrol or RAC Contractor out to help **You**, **We** may 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** may 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** do not replace the need for **You** to maintain **Your Vehicle** and follow **Your Vehicle** manufacturer's guidelines and handbook.

Changes to your policy

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** and install this in **your** new **vehicle** within 14 days of it being added to **Your Policy**.
 - 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. 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 professionally installed** 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 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**, removed, or repaired **We** will charge **You** a £45 missed 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 commence 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 the best price 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. 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, 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 has not been fitted or 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**:

- i. if required by law or regulatory authorities, or
- ii. 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 using **our** Live Chat facility rac.co.uk/chat.

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 during business hours via **Our** Live Chat facility rac.co.uk/chat or as per below:

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

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 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 view **Our** Privacy Policy online 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 Information 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 in **our** online Privacy Policy at rac.co.uk/privacy-policy and on the website of the Information Commissioner's Office's at ico.org.uk.

Please contact **Us** at YourInformationRights@rac.co.uk if **You** wish to make a request or obtain a copy of **our** Privacy Policy in the post.

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/>.

