RAC BREAKDOWN COVER POLICY
Freeway Insurance Services

Terms and conditions

Please read and keep for your records

Contact information

	Telephone	In Writing
Breakdown	0330 159 8641	
Customer Services	01928 520 520	Freeway Insurance Services Unit 2, Abbots Park, Monks Way, Preston Brook, Cheshire WA7 3GH myservice@freewayinsurance.co.uk
Hearing assistance	Telephone prefix 18001 to access Typetalk or text the **RAC** on 07855 828282	

Telephone charges

Please note that the **RAC** do not cover the cost of making or receiving telephone calls. The **RAC's** calls may be monitored and/or recorded.

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

If your vehicle breaks down, please provide the RAC with

1. **Your** name or policy number
2. Identification such as a bank card or driving licence
3. The **vehicle's** make, model and registration number
4. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown,** if **you** know it
7. **Your** credit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

Remember

Please let the **RAC** know if **you** have called the **RAC** but manage to get going before the **RAC** arrive. The **RAC** will only provide cover if the **RAC** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

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Your terms and conditions
Definition of words

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which the **RAC** explain below.
"breakdown"/"breaks down"/"broken down" means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault** or any key related issue other than keys locked in **your vehicle**;
"call-out"/"claim" means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;
"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long; (c) 2.55 metres wide; and (d) 3 metres high;
"driver"/"their"/"they" means **you** or any driver of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;
"driver induced fault" means any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure;
"end date" means the date that this **RAC Breakdown Cover** expires as shown on **your policy schedule**;
"Freeway Insurance Services" means Freeway Insurance Services of Unit 2, Abbots Park, Monks Way, Preston Brook, Cheshire WA7 3GH who arrange and administer this **RAC Breakdown Cover**;
"home" means the address in the **UK** where **you** live permanently, as shown on **your policy schedule**;
"passengers" means the **driver** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the **vehicle**;
"policy period" means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your policy schedule**;
"policy schedule" means the document entitled "policy schedule" containing important details about this **RAC Breakdown Cover and** levels of cover;
"policy year" means the **policy period**, from the **start date**;
"RAC"
1. For Sections A, B and C means RAC Motoring Services;
2. For Section D means RAC Insurance Limited;
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

"RAC Breakdown Cover" means this RAC Breakdown policy that is subject to the terms and conditions together with the **policy schedule**;
"reimburse"/"reimbursement" means reimbursement by **RAC** under the reimbursement process;
"road traffic collision" means a traffic collision involving a **vehicle** within the **UK**;
"specialist equipment" means equipment that is not normally required by the **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment;
"start date" means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your policy schedule**;
"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man if **you** are a resident there;
"vehicle" means the **UK** registered vehicle as shown on **your policy schedule** and that complies with the following specifications:
1. it is a car that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
2. it is a motorcycles over 121cc and is not a mobility scooter

"you"/"your" means the person taking out the **RAC Breakdown Cover** as named on the **policy schedule**.

Important information about your RAC Breakdown Cover

• This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. Based on the information provided this **RAC Breakdown Cover** 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 policy schedule**. Please make sure this is correct.
• There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
• All requests for service must be made directly to the **RAC**.

Your RAC Breakdown Cover 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; and
   b) RAC Insurance Limited provides insurance for Section D.

A premium is payable for contracts of insurance which will be made clear to **you** in advance of purchase.

2. A **policy schedule**- detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **policy schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Freeway Insurance Services** following purchase.

Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your policy schedule** and if registered at **your home** address. The **vehicle** is covered whoever is driving**.**

Policy Period

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

Limits of Cover

Cover under this **RAC Breakdown Cover** 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 **RAC Breakdown Cover**;
   b) no **claim** is permitted under sections B to D within 24 hours of the initial **start date** of the **RAC Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section;
   c) in order to make a **claim** under Section C (Recovery) the **RAC** must have first attended under Section A (Roadside); and
   d) in order to make a **claim** under Section D, the **RAC** 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, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;

3. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover.**

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. The **RAC** may ask **you** to supply original documents.

Hire Car Terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

Covered

Up to 2 consecutive days or until **your vehicle** has been fixed if sooner.

1. The **RAC** will arrange and pay for the hire cost of a replacement car whilst **your vehicle** is being repaired. Any replacement vehicle will be limited to a small hatchback;
2. If **you** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let the **RAC** know before **you** hire a car, and then provided the **RAC** have agreed the cost, the **RAC** will **reimburse you** up to £35 per day;
3. Where the **RAC** arrange a hire car the **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

Not Covered

1. The **RAC** will not provide any specific car type, model or accessories, including tow bars.
2. 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 the **RAC** provide under Sections A to D, the **RAC** offer the following benefits provided by RAC Motoring Services at no additional charge to **you** and include:

• Urgent Message Relay; and
• Replacement Driver.

Additional Services

RAC Motoring Services can also offer additional services following a **breakdown** for an additional charge which will be agreed with **you** before service is provided.

Your Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

Covered

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from **your home,** the **RAC** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **vehicle** at the roadside, the **RAC** will recover the **vehicle** and non-fare paying **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;

If the **RAC** recover the **vehicle** to a garage, the **RAC** will **reimburse you** for taxi costs for non-fare paying **passengers** to continue the journey to a single destination within 20 miles.

Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than 1/4 mile from **your home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer breaks down**. However if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it the **RAC** will recover the **caravan** or **trailer** as well.

Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than the **RAC**;
3. Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
   a) the original fault has not been properly repaired; or
   b) the **RAC's** advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

Section B. At Home

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

Covered

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

Not Covered

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

Section C. Recovery

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

Covered

If the **RAC** are unable to repair the **vehicle** under Section A (Roadside), the **RAC** will recover the **vehicle** from the **breakdown** location to:

1. A local garage; or
2. A single destination chosen by the **driver** within the **UK**. For long distances the **RAC** may use more than one recovery vehicle.

Please note: recovery must be arranged with the **RAC** while the **RAC** 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;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If the **RAC** attend a **breakdown** under Sections A (Roadside) or B (At Home)**,** and cannot fix the **vehicle** on the same day, the **RAC** will help the **driver** by making arrangements to allow the continuation of the journey. The **driver** can choose one of the following options, subject to availability:

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

1. Hire Car

Covered

Please see Hire Car terms.
Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown.**

2. Alternative transport

Covered

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

3. Overnight accommodation

Covered

The **driver** may decide that waiting for the **vehicle** to be fixed is best. The **RAC** will arrange one night's bed and breakfast accommodation, up to a value of £150 per non-fare paying person or £500 for the whole non-fare paying party, whichever is less.

4. Assistance in a medical emergency

Covered

The **RAC** will also help if the **driver** or one of the non-fare paying **passengers** suddenly or unexpectedly falls ill and needs medical help before the end of the journey. The **RAC** will help to:

1. book one night's bed and breakfast accommodation for the **driver** and **passengers** if the hospital is more than 20 miles from **home**. The **RAC** will **reimburse you** up to £150 per non-fare paying person or £500 for the whole non-fare paying party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

Not Covered

The **RAC** will not assist the **driver** where **they** or one of the **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

General Conditions

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

1. **You** must pay **your** premium.
2. **You** must request services directly from the **RAC**, as the **RAC** will only provide cover if the **RAC** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. The **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
6. A **driver** must be with the **vehicle** when the **RAC** attend.
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.
8. Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. The **RAC** will not allow animals in the **RAC's** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** 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 the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
13. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. The **RAC** will resume service to **you** as soon as the **RAC** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
    a) **specialist equipment**;
    b) ferry charges for the **vehicle** and the **RAC's** vehicle;
    c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. the **RAC** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
    d) spare tyres and wheels and repairing or sourcing them; or
    e) recovery by someone other than **RAC** even if this is requested by the emergency services, the **RAC** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover.** The **RAC** will decide which is the most appropriate option based on the **RAC's** expertise in **breakdown** situations. In doing so the **RAC** will act in consultation with the **driver**, and act reasonably at all times.

17. The **vehicle** must be privately owned and not used for any courier services.
18. This **RAC Breakdown Cover** does not cover:
    a) routine servicing, maintenance or assembly of the **vehicle**;
    b) **caravan** or **trailers,** except as described under Section A;
    c) use of **your vehicle**, including for example demonstrating, carrying trade plates or commercial travelling;
    d) **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;
    e) **breakdowns** that occur off the public highway to which the **driver** or the **RAC** have no legal access;
    f) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
    g) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy the **RAC** will provide service;
    h) any **claim** that is or may be affected by the influence of alcohol or drugs;
    i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
    j) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to the **RAC** under a different policy.
19. If the **driver** is asked to review and approve a document recording the condition of the **vehicle,** including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the **vehicle** has **broken down** in the Republic of Ireland, the **RAC** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), the **RAC** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **vehicle** has **broken down** and the **driver** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

Replacement driver

If the **driver** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, the **RAC** may be able to provide a replacement driver. This service is discretionary, and the **RAC** will decide whether or not to provide this service.

Additional services

The **RAC** can provide additional services that are not included in **your RAC Breakdown Cover** but the **RAC** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if the **RAC** help someone under **your RAC Breakdown Cover** and they cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

Your right to cancel

You can cancel **your RAC Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the **start date;** or
2. the date **you** receive **your RAC Breakdown Cover** documents**.**

If **you** do this, the **RAC** will cancel the **RAC Breakdown Cover** with immediate effect from the day **you** request it and the **RAC** will refund **your** premium in full unless a **claim** has been made within this cooling off period. If **you** downgrade **your RAC Breakdown Cover** after this cooling off period the **RAC** will not refund premium to **you**;

At any time after the 14 day cooling off period referred to above, **you** may cancel this **RAC Breakdown Cover**. Cancellations must be made by contacting **Freeway Insurance Services**. **RAC Breakdown Cover** will be cancelled with immediate effect. **You** will receive a pro-rata refund of premium if no **claims** have been made. If any **claims** have been made then no refund of premium will be given.

The RAC's right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on **your policy schedule**, **Freeway Insurance Services** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **your RAC Breakdown Cover** may be cancelled; and
2. The **RAC** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund any premium;

Misuse of RAC Breakdown Cover

Each **driver** must not:

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

If these conditions are not complied with, the **RAC** may:

1. Restrict the cover available to **you** at the next renewal;

2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
4. Immediately cancel this **RAC Breakdown Cover**; and
5. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

The **RAC** 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 **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act and the fraudulent **claim** forfeited. The **RAC** will not refund any premium. The **RAC** will notify **you** in writing if the **RAC** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew **your** existing associated motor insurance policy.

Changes to your details

You must let **Freeway Insurance Services** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

Freeway Insurance Services can be contacted by phone, post, or email. Please see Contact Information.

If **you** change **your vehicle you** must contact **Freeway Insurance Services** to update **your** details. If **you** do not, **you** may not be covered.
The **RAC** will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on **your RAC Breakdown Cover** will no longer be covered by the **RAC**.

All communications from **Freeway Insurance Services** or the **RAC** shall be deemed duly received if sent to **your** last known address.

Complaints

The **RAC** are committed to providing excellent service. However, the **RAC** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with the **RAC's** services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact the **RAC** as follows:

	Phone	**In writing**
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	01928 520 520	Freeway Insurance Services Unit 2, Abbots Park, Monks Way, Preston Brook, Cheshire WA7 3GH myservice@freewayinsurance.co.uk

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.

In the event the **RAC** cannot resolve a complaint raised in respect of Onward Travel complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or "Micro-enterprises".

"Micro-enterprises" (an EU term covering smaller businesses) can bring complaints to the ombudsman as long as they have an annual turnover of up to two million euros and fewer than ten members.

Financial Ombudsman Service

In the event that the **RAC** 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:	**Phone**	**In writing**
	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR 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 the **RAC**. Using this complaints procedure will not affect **your** legal rights.		

Financial Services Compensation Scheme

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

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

Financial Services Compensation Scheme

PO Box 300
Mitcheldean
GL17 1DY

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

Law

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

Your Data

Data protection statement

This section provides a summary of how **RAC** uses **your** data. For full details about **RAC's** use of **your** data, please visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy

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

What data will RAC use?

There are three types of information about you which **RAC** will use to provide **your RAC Breakdown Cover**.

1. **Personal data**: Information which potentially identifies **you**. This include **your** name, address, email address, telephone number and date of birth;
2. **Non-personal data**: Information about **you** that is not personal such as information about **your vehicle**.
3. **Special category data**: In very limited circumstances, **RAC** will collect special category data such as information relating to **your** health. **RAC** will only ask for this information when necessary and in accordance with data protection laws.

How RAC collects your data

RAC obtains **your** data from **you** when **you** contact them directly. **RAC** also obtains **your** data from **Freeway Insurance Services** when **you** purchase this **RAC Breakdown Cover** and/if **you** report a new **claim** under **your RAC Breakdown Cover**.

How RAC uses your data

RAC will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **RAC** also monitors and records and communication with you including telephone conversations and emails for quality and compliance reasons.

RAC may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on their behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy, contact the Data Protection Officer or contact their Customer Service Team by:

1. **Telephone**: 0330 159 0337
2. **Email**: membershipcustomercare@rac.co.uk
3. **Post**: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

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