

# **RAC BREAKDOWN COVER POLICY**

## **Moorhouse Group Limited**

Terms and conditions

Please read and keep for your records



## Contact information

	Telephone	In Writing
<b>Breakdown</b>	0330 159 0261	
<b>Customer Services</b>	08081 686868	Moorhouse Group Limited Barclay House, Pontywindy Road, Caerphilly, Wales CF83 2WJ
<b>Hearing assistance</b>	Telephone prefix 18001 to access Typetalk or text us on 07855 828282	

### Telephone charges

Please note that **we** do not cover the cost of making or receiving telephone calls. **Our** 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 us 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 **us** know if **you** have called **us** but manage to get going before **we** arrive

**We** will only provide cover if **we** 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

### Important information about your RAC Breakdown Cover

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 all other Sections.

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

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

### Definition of words

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which **we** explain below.

“**breakdown**”/“**break down**”/“**broken down**” means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, 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 including a tow bar; (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 **territory**;

“**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 schedule**;

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

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

“**Moorhouse Group Limited**” means Moorhouse Group Limited of Barclay House, Pontygwindy Road, Caerphilly, Wales CF83 2WJ, who arrange and administer this **RAC Breakdown Cover**;

“**passengers**” means the **driver** and up to 7 people travelling in the **vehicle**;

“**policy period**” means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your schedule**;

“**policy year**” means the **policy period**, from the **start date**;

“**RAC**”/“**we**”/“**us**”/“**our**”

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 **schedule**;

“**reimburse**”/“**reimbursement**” means reimbursement by **RAC** under the reimbursement process;

“**road traffic collision**” means a traffic collision involving a **vehicle** within the **UK**;

“**schedule**” means the document entitled “schedule” containing important details about this **RAC Breakdown Cover** and levels of cover;

“**specialist equipment**” means equipment that is not normally required by **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 schedule**;

“**UK**” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

“**vehicle**” means the **UK** registered vehicle as shown on **your schedule** and that complies with the following specifications:

1. it is either a car, light van or motorhome 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 **schedule**.

### Important information about your policy

- This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on **your schedule**. Please make sure this is correct.
- There are general conditions 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 **us**.

### Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your 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 schedule**.

### Limits of Cover

Cover under this **RAC Breakdown Cover** is subject to a limit of five **claims** that can be made under this **RAC Breakdown Cover** during each **policy year**:

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) **we** must have first attended under Section A (Roadside); and
- d) in order to make a **claim** under Section D, **we** must have first attended under Section A (Roadside) or B (At Home).

2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, 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:
  - a) 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 **us**. To do so, please visit <http://www.rac.co.uk/reimbursementclaimform>. If **you** have any queries please contact Breakdown Customer care on 0330 159 0360. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** 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 24 hours or until **your vehicle** has been fixed if sooner.

1. **We** will try to find a hire car close in size to **your vehicle**, but cannot guarantee this and **we** may offer more than one hire car;
2. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **us** know before **you** hire a car, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
3. Where **we** arrange a hire car **we** 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. **We** 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 **we** provide under Sections A to D, **we** offer the following benefits provided by RAC Motoring Services at no additional charge to **you** and include:

- Provide services where the number of **call outs** that can be made under **your RAC Breakdown Cover** in a **policy period** cover has been exceeded;
- 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 1/4 of a mile from **your home**, **we** will:

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

If **we** recover the **vehicle** to a garage, **we** will **reimburse you** for taxi costs for **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**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

**We** will not provide any other cover under this **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 **we** 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 **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) **our** 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 schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

#### Covered

**We** will provide the same cover as the "Covered" part of Section A (Roadside) if **your vehicle breaks down** at, or within a 1/4 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 schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

#### Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside), **we** 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 **we** may use more than one recovery vehicle.

Please note: recovery must be arranged with **us** while **we** are at the scene.

#### Not Covered

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

### Section D. Onward Travel

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

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **vehicle** on the same day, **we** 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 **us** 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, **we** will **reimburse you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

#### 3. Overnight accommodation

##### Covered

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

#### 4. Assistance in a medical emergency

##### Covered

**We** will also help if the **driver** or one of the **passengers** suddenly or unexpectedly falls ill and needs medical help before the end of the journey. **We** 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**. **We** will **reimburse you** up to £150 per person or £500 for the whole party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

#### Not Covered

**We** will not assist 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 **we** can refuse cover and/or cancel your **RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **driver** must be with the **vehicle** when **we** attend.
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them.
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. **We** 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, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
  - a) **specialist equipment**;
  - b) tolls, ferries or congestion charges for the **vehicle** and **our** vehicle;

- c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** 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.
  - f) **we** 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**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.
17. 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) **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;
  - d) **breakdowns** that occur off the public highway to which the **driver** or **we** have no legal access;
  - e) 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;
  - f) **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service.
  - g) If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
  - h) any **claim** that is or may be affected by the influence of alcohol or drugs;
  - i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
  - j) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.
18. 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 **we** 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, **we** 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), **we** 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, **we** 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**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

#### Additional services

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

1. Purchase the parts **you** need to get on **your way**;
2. Pay for **specialist 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, **we** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under **your RAC Breakdown Cover** and they cannot pay, **we** will invoice **you**. This is why **we** 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, **we** will cancel the **RAC Breakdown Cover** with immediate effect from the day **you** request it and **we** 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 **we** will not refund premium to **you**;

At any time after the 14 day cooling off period referred to above, **you** may cancel **RAC Breakdown Cover**. Cancellations must be made by contacting **Moorhouse Group Limited**. **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.

#### Our right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on **your schedule**, **Moorhouse Group Limited** 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. **We** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund any premium;

Where **we** cancel **your RAC Breakdown Cover** **we** will not refund any premium.

### Misuse of RAC Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;

5. Knowingly allow someone that is not covered by **your 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, **we** may:

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **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.

**We** may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

### 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 Moorhouse Group Limited know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

**Moorhouse Group Limited** can be contacted by phone or post. Please see Contact Information.

If **you** change **your vehicle** **you** must call **Moorhouse Group Limited** to update **your** details. If **you** do not, **you** may not be covered.

**We** 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 **us**.

All communications from **Moorhouse Group Limited** or **us** shall be deemed duly received if sent to **your** last known address.

### Complaints

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

	Phone	In writing
Breakdown related Complaints	0330 159 0360	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	08081 686868	Moorhouse Group Limited Barclay House, Pontygwindy Road, Caerphilly, Wales CF83 2WJ

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the **UK** this will be the **UK's** Financial Ombudsman Service.

### Financial Ombudsman Service

In the event that <b>we</b> cannot resolve <b>your</b> complaint to <b>your</b> satisfaction under the complaints process set out above, <b>you</b> may in certain circumstances be entitled to refer <b>your</b> 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  <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>  <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>
The Financial Ombudsman Service will only consider <b>your</b> complaint once <b>you</b> have tried to resolve it with <b>us</b> .		
Using this complaints procedure will not affect <b>your</b> 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](http://www.fscs.org.uk), or by writing to:

Financial Services Compensation Scheme  
10th Floor,  
Beaufort House,

15 St Botolph Street,  
London  
EC3A 7QU

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 **schedule** and other information relating to this contract will be in English.

## Your Data

### Data protection statement

What information do **we** hold in order to deliver **RAC Breakdown Cover** on behalf of **Moorhouse Group Limited**?

There are three types of data **we** may hold about **you**:

1. Personal data is information we hold on **our** records which identifies **you**. This includes obvious things like **your** name and address but could also include **your** email address and contact details; and
2. **We** will also hold data about **you** that is not personal – for example information about **your vehicle** and other **vehicle** or policy information shown on **your** schedule; and
3. A small number of **our** products and services may require **us** to collect and store sensitive personal data. **We** will only ask for this when it is absolutely necessary and by providing it to **us** **you** give your consent to **us** storing and using this data.

### How we collect your data

**Your** data may be collected in a number of different ways, but most commonly **Moorhouse Group Limited** will provide it direct to **us** before the **start date** of **your RAC Breakdown Cover**.

**Your** data may also be amended or updated if:

1. **You** make any changes during **your policy year**;
2. **You** telephone **Moorhouse Group Limited**, write to them or contact them through a social media network or online portal;
3. Make a request for service under **your RAC Breakdown Cover**, for example if **your vehicle** has **broken down**;
4. **You** decide to cancel **your RAC Breakdown Cover**.

**We** will always need to collect, store and use information about **you** to be able to provide **your RAC Breakdown Cover**.

**Moorhouse Group Limited** controls, and is responsible for, the data that they give **us**.

**Moorhouse Group Limited** is registered as a data controller with the ICO under registration number Z481498X. Information about the registered company name, address and company registered number can be found on **your schedule**.

For information about how **Moorhouse Group Limited** collect and use **your** data please refer to the terms and conditions described in **schedule** or as described in their privacy or data protection notice.

In some circumstances **we** may control and be responsible for data that **you** supply, or share the responsibility with **Moorhouse Group Limited**, for example when making a request for a service or benefit or for cover under **your RAC Breakdown Cover**.

RAC Motoring Services (RACMS), is registered as a data controller with the ICO under registration number Z6342667. RACMS is a company registered with Companies House under Registered No: 01424399 and whose Registered Office is: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

### Who we will share your data with?

There are three types of organisation that **we** may share **your** data with to provide **your RAC Breakdown Cover**:

1. Organisations within the RAC group of companies and external specialists;
2. External organisations who help **us** with fraud protection and detection including credit reference agencies; and
3. Statutory bodies, or where **we** are required to give this information by law.

### Other organisations within the RAC group

As a large organisation there are different parts of the RAC group that do different jobs, this includes RAC Motoring Services who look after **you** if **your vehicle** has **broken down** and, depending on the cover provided, RAC Insurance Limited which provide **our** insurance and upgrade products such as onward travel. RAC Brand Enterprises LLP protects the RAC brand. All three organisations are registered as Data Controllers with the ICO. Other parts of the organisation will provide support functions such as marketing, customer services and finance.

Sometimes **we** will need to use organisations who provide specialist services and who become part of the wider RAC family. **We** always make sure they have the right policies and procedures in place to keep **your** data safe and secure.

**We** only share **your** data to the parts of the RAC group that need it.

All of these different groups are supported by **our** IT, Information Security and Data Protection experts.

### External organisations who provide fraud protection and detection services including credit reference agencies

**We** may need to use **your** data in order to prevent and detect fraud and **we** may share **your** data with fraud prevention and detection agencies and organisations that check **your** identity.

Where this information is shared, **your** data may be added to databases which:

1. Make automated decisions about providing **you** other breakdown, insurance, credit and related services;
2. Allow credit reference agencies to maintain **your** credit score;
3. Trace debtors or beneficiaries, recover debt and prevent fraud; and
4. Prevent money laundering crime.

### Other statutory bodies

Occasionally **we** are asked to provide statutory bodies with information about **you** that they need to help prevent or detect crime and fraud or organisations who are responsible for tax and other duties. This can include organisations like the police, DWP and HMRC. **We** only ever provide this information where **we** are satisfied that it is right to do so.

There may also be very limited occasions where **we** are obligated to release information about **you** by law, for example where a court orders **us** to do so.

**We** will not disclose data to other statutory bodies without first checking with **Moorhouse Group Limited** that they are happy for **us** to do so.

### Your rights

Where **we** have collected and control **your** data **you** have the right to ask us at any time to:

1. Correct or delete any inaccurate information **we** hold about **you**; and
2. Tell **you** what data **we** hold about **you** and where **we** got the information from. **Your** request should be addressed to the Subject Access Team.

Where **we** believe **your** data is controlled by **Moorhouse Group Limited** we will refer **your** request to **Moorhouse Group Limited** to ensure **your** rights are protected.

### Our rights

**We** want to help, but **we** cannot give information about **your RAC Breakdown Cover** to anyone else but **you**. **We** are always happy to speak to a relative or a friend who is not named on **your RAC Breakdown Cover** but only when **you** are happy for **us** to do so. **We** will always want to check with **you** first.

**We** may record **your** telephone call and keep emails and letters to ensure **our** Customer Service Teams are giving the best customer care, and when **you** need to query what information **we** have given **you**.

**We** may share **your** data with organisations outside of the European Economic Area. **We** will only do this where it is absolutely necessary to provide **you** with **your RAC Breakdown Cover** and **we** are satisfied that the organisation can provide the same level of data security that **we** have here in the **UK**.

### Changes to the RAC group structure

Things can change - in the event that any part of the RAC family merges with, or is acquired by, another business it may be necessary to share **your** data with **our** advisors and other parties in the deal. **We** will only do this when **we** consider it is absolutely necessary and only where **we** have assurances about the safety and security of **your** data.