



Breakdown Cover

Terms and conditions



Contents

	Page
Telephone charges	3
If the vehicle breaks down, please provide RAC with	3
Remember	3
Your terms and conditions	4
Definitions	4
Important information about your RAC Breakdown Cover	5
Your cover	
Section A. Rescue	7
Section B. At Home	7
Section C. Recovery	7
Section D. Onward Travel	8
General conditions	10
Additional benefits	12
Cancellation of your RAC Breakdown Cover	13
Misuse of RAC Breakdown Cover	13
Renewal of RAC Breakdown Cover	14
Changes to your details	14
Complaints	14
Financial Ombudsman Service	15
Financial Services Compensation Scheme	15
Law	15
Your data	16

Contact information

	Telephone
Breakdown	0800 015 5755
Customer Services	Make your changes online at aviva.co.uk/myaviva or call 0345 030 6922*
Hearing assistance	Telephone prefix 18001 to access Tynetalk or text RAC on 07855 828282

*Please refer to the opening hours at:

Aviva.co.uk/help-and-support/contact-us/motor-insurance/#contact-details

Telephone charges

Please note that Aviva & **RAC** do not cover the cost of making or receiving telephone calls. **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 the vehicle breaks down, please provide RAC with

1. **Your** name or policy number
2. The **vehicle's** make, model and registration number
3. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
4. The number of the phone **you** are using
5. The cause of the **breakdown**, if **you** know it
6. Identification such as a bank card or driving licence
7. **Your** credit or debit 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 **RAC** know if **you** have called **RAC** but manage to get going before **RAC** arrive. **RAC** will only provide cover if **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.

Your terms and conditions

Definitions

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

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

“Aviva UK Digital Limited” means Aviva UK Digital Limited who arrange and administer this **RAC Breakdown Cover**;

“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 fault caused by actions or omissions of the **driver** or any key related issue other than keys locked in the **vehicle**;

“caravan”/“trailer” means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7 metres long; (c) 2.55 metres wide; and (d) 3 metres high;

“claim” means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

“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**;

“expiry date” means the date that this **RAC Breakdown Cover** expires as shown on **your Aviva Motor Insurance Schedule**;

“home” means, in respect of an individual, the address **you** reside at in the **UK** and, in respect of a business the registered/trading address in the **UK**, as shown on **your Aviva Motor Insurance Schedule**;

“passengers” means the **driver** and up to 8 other 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 Aviva Motor Insurance Schedule**;

“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 Your data means RAC Motoring Services and RAC Insurance Limited;
4. For Additional services means RAC Motoring Services; and
5. 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 **your Aviva Motor Insurance Schedule**;

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

“road traffic collision” means a traffic collision that immobilises the **vehicle**;

“specialist equipment” means resource or equipment that is not normally required by **RAC** to complete a repair or recovery, for example a crane, tractor or winching and specialist lifting equipment;

“start date” means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your Aviva Motor Insurance 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;

“vehicle” means the **UK** registered vehicle as shown on **your Aviva Motor Insurance Schedule**, which is owned, contract hired or leased by **you** and that it is less than (a) 3.5 tonnes*; (b) 7.5 metres (24ft 7in) long including a tow bar; and (c) 2.55 metres wide.

*This weight limit increases to 4.25 tonnes if **your vehicle** is a battery electric van

“you”/“your” means the person, as shown on **your Aviva Motor Insurance Schedule** taking out the **RAC Breakdown Cover** and that in respect of an individual resident in the **UK** or, in respect of a business, has its registered office/trading address in the **UK**.

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 Aviva Motor Insurance 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 **RAC**.

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts - depending on the type of cover:
 - a) RAC Motoring Services provides cover under Sections A, B and C; and
 - b) RAC Insurance Limited underwrites insurance for Section D.

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

2. An **Aviva Motor Insurance Schedule**- detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **Aviva Motor Insurance Schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Aviva UK Digital Limited** following purchase.

Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your Aviva Motor Insurance Schedule** and if registered at **your home** address. The **vehicle** is covered whoever is driving.

Policy year

This **RAC Breakdown Cover** will start on the **start date** and end after the **expiry date** as shown on **your Aviva Motor Insurance 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 this **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) **RAC** must have first attended under Section A (Rescue) or Section B (At Home); and
 - d) in order to make a **claim** under Section D, **RAC** must have first attended under Section A (Rescue) or B (At Home).
2. 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 **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0330 159 0334. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **RAC** may ask **you** to supply original documents.

Please note: any costs that are not arranged through **RAC** or agreed by **RAC** will not be **reimbursed**.

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

1. **RAC** will arrange and pay for the hire cost of a replacement car for up to 24 consecutive hours. Any replacement vehicle will be limited to a small hatchback;
2. If **you** are not eligible for a hire car arranged by **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 **RAC** know before **you** hire a car, and then provided **RAC** have agreed the cost, **RAC** will **reimburse you** up to £35 per day;
3. Where **RAC** arrange a hire car **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. **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;
 - b) fuel while using the car hire; or
 - c) any insurance excess and additional costs.

Your cover

Section A. Rescue

RAC Breakdown Cover includes cover for Rescue.

Covered

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

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **RAC** are unable to repair the **vehicle** at the roadside, **RAC** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;
3. If **RAC** recover the **vehicle** to a garage, **RAC** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

Not covered

1. The cost of any parts or **specialist equipment**;
2. The fitting of parts, including batteries, supplied by anyone other than **RAC**;
3. Any **breakdown** resulting from a fault that **RAC** 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 Aviva Motor Insurance Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

Covered

RAC will provide the same cover as the “Covered” part of Section A (Rescue) if the **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 (Rescue), which also applies here.

Section C. Recovery

Please refer to **your Aviva Motor Insurance Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

Covered

If **RAC** are unable to repair the **vehicle** under Section A (Rescue) or Section B (At Home), **RAC** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, from the **breakdown** location to a single destination chosen by the **driver** within the **UK**. For long distances **RAC** may use more than one recovery vehicle.

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

Not covered

1. Please see the “Not covered” part of Section A (Rescue), which also applies here;
2. Any **claims** due to:
 - a) tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle’s** manufacturer or a locking wheel nut key; or
 - b) any key related **claim**; or
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

Please refer to **your Aviva Motor Insurance Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If **RAC** attend a **breakdown** under Sections A (Rescue) or B (At Home), and cannot fix the **vehicle** on the same day, **RAC** will help the **driver** by making arrangements to allow the continuation of the journey. The **driver** can choose one of the following options based on the circumstances, 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 **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, **RAC** will **reimburse you** for a standard class ticket up to £150 per **passenger** or £500 for all **passengers**, whichever is less.

3. Overnight accommodation

Covered

The **driver** may decide that waiting for the **vehicle** to be fixed is best. **RAC** will arrange one night’s bed and breakfast accommodation, up to a value of £150 per **passenger** or £500 for all **passengers**, whichever is less.

4. Assistance in a medical emergency

Covered

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

Not covered

RAC will not assist the **driver** where **they** or one of the **passengers** is taken ill or is injured 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 **RAC** can refuse cover and/or cancel **your RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from **RAC**, as **RAC** will only provide cover if **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 the **vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **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, **RAC** will not provide cover.
6. A **driver** must be with the **vehicle** when **RAC** attend.
7. **RAC** will not be responsible for any loss of or damage to the contents of the **vehicle**.
8. Where **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **RAC** will not be liable for any injury to animals, or damage caused by them. **RAC** will not transport any livestock. **RAC** will not be responsible for any costs relating to animals.
10. Where **RAC** provide a repair to the **vehicle**, whilst **RAC** are responsible for that repair, this does not mean that **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
11. **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, **RAC** will not pay for any loss of earnings or missed appointments.
12. **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **RAC** will try to check that the garage will undertake the type of repairs required, **RAC** cannot guarantee this. **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.
13. During extreme weather, riots, war, civil unrest, industrial disputes or any other event, **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.
14. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a) ferry charges for the **vehicle** and **RAC's** vehicle;
 - b) spare tyres and wheels and repairing or sourcing them; or
 - c) recovery by someone other than **RAC** even if this is requested by the emergency services, **RAC** will only provide recovery once instructed to do so by the emergency services.

15. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. **RAC** will decide which is the most appropriate option based on the expertise of **RAC** in **breakdown** situations. In doing so **RAC** will act in consultation with the **driver**, and act reasonably at all times.
16. This **RAC Breakdown Cover** does not cover:
- a) routine servicing, maintenance or assembly of the **vehicle**;
 - b) **caravan** or **trailers**;
 - c) use of the **vehicle** for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
 - 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, or recovery of the **vehicle** to a destination that is, off the public highway to which the **driver** or **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 **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **RAC** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **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;
 - j) **vehicle** storage charges. If the **vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening; or
 - k) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **RAC** under a different policy.
17. 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 **RAC** will not be responsible for any errors or omissions.

Additional benefits

The following are provided at no additional charge:

Driver-induced faults

If the **vehicle** cannot be driven for any reason other than a **breakdown**, for example if the **vehicle** has broken or cracked glass, the **vehicle** keys are broken or lost or there has been a **driver-induced** fault, **RAC** will send help to the **vehicle**. If **RAC** cannot get the **vehicle** going again, **RAC** will recover the **vehicle**, the **driver** and **passengers** up to 10 miles. Any **specialist equipment** required by **RAC** to repair or arrange recovery of the **vehicle** will be chargeable. This service is discretionary and **RAC** will decide whether or not to provide this service.

Caravan and trailers

If a **caravan** or **trailer breaks down** within the **UK**, **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair. **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 **RAC** will recover the **caravan** or **trailer** as well.

Service in the Republic of Ireland

If the **vehicle** has **broken-down** in the Republic of Ireland, **RAC** will provide a Roadside attendance service only, as described under Section A (Rescue). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), **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, **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**, **RAC** may be able to provide a replacement driver. This service is discretionary, and **RAC** will decide whether or not to provide this service.

Additional services

RAC can provide additional services that are not included in **your RAC Breakdown Cover** but **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 vehicle; or
4. Arrange a second or extended recovery.

If **you** need extra help, **RAC** will agree the costs up front and will need full payment before **RAC** can help. If **you** took out this **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **RAC** help someone under **your RAC Breakdown Cover** and they cannot pay, **RAC** will invoice **you**. This is why **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, **RAC** will cancel this **RAC Breakdown Cover** with immediate effect from the day **you** request it and **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 **RAC** 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 **Aviva UK Digital 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.

Your RAC Breakdown Cover will automatically cancel if **your** associated motor insurance policy is cancelled.

Our right to cancel

1. If any premium for this **RAC Breakdown Cover** is not paid by a relevant date as stated on **your Aviva Motor Insurance Schedule**, **Aviva UK Digital 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. **RAC** may cancel this **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 **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **RAC** into a dishonest or illegal act;
3. Omit to tell **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, **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.

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 this **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act and the fraudulent **claim** forfeited. **RAC** will not refund any premium. **RAC** will notify **you** in writing if **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 **Aviva UK Digital Limited** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

Aviva UK Digital Limited can be contacted by phone, post, or email. Please see Contact Information.

If **you** change the **vehicle** **you** must contact **Aviva UK Digital Limited** to update **your** details. If **you** do not, **you** may not be covered.

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 **RAC**.

All communications from **Aviva UK Digital Limited** or **RAC** shall be deemed duly received if sent to **your** last known address.

Complaints

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

	Phone	In writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints*	Go online at www.online.aviva.co.uk/not-happy alternatively write to Aviva at: Building 8, Maxim Business Park, Eurocentral, ML1 4WR	

*For details of Aviva's Complaints procedure please see the 'What to do if you are unhappy' section in the 'Aviva Motor Important Information' document.

In the event **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 small businesses.

Financial Ombudsman Service

In the event that 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 0800 023 4567 or 0300 123 9123	In writing The Financial Ombudsman Service Exchange Tower Harbour Exchange 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 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 **Aviva Motor Insurance 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** information. 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 includes **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 the **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 **Aviva UK Digital Limited** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **Aviva UK Digital Limited** in relation to this **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 any communications 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 RAC's 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



| Retirement | Investments | Insurance | Health |

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