

# RAC BREAKDOWN COVER POLICY

Dayinsure.com Limited

Terms and conditions

Please read and keep for your records



## Contact information

	Telephone	In Writing
Breakdown	0330 159 0241	
Customer Services		Dayinsure.com Limited Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire CW6 9UY  support@dayinsure.com
Hearing assistance	Telephone prefix 18001 to access Tynetalk 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

### 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;

**"confirmation email"** means the document entitled "confirmation email" containing important details about this **RAC Breakdown Cover** and levels of cover;

**"Dayinsure.com Limited"** means the Dayinsure.com Limited of Mara House, Tarporley Business Centre,, Nantwich Road, Tarporley, Cheshire CW6 9UY who arrange and administer 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**; **"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 confirmation email**;

**"home"** means the address in the **UK** where **you** live permanently, as shown on **your confirmation email**;

**"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 confirmation email**;

**"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 **confirmation email**;

**"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 **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 confirmation email**;

**"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 confirmation email** 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;
2. it is a motorcycles over 48cc and is not a mobility scooter

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

## Important information about your RAC Breakdown Cover

- 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 confirmation email**. 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**.

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 **confirmation email**- detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **confirmation email** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Dayinsure.com Limited** following purchase.

### Policy type

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

### 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) 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 [www.rac.co.uk/reimbursementclaimform](http://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. **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 two consecutive days 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;
  - 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:

- 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**, **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 confirmation email** 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 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 confirmation email** 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 confirmation email** 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 £50 per person or £250 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 £50 per person or £250 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 £50 per person or £250 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 **us** 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. The **vehicle** must be privately owned and only used for any business use other than hire and reward and/or 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** for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
  - 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 **we** 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 **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. 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.
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 **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.

There is no statutory cancellation rights under this **RAC Breakdown Cover** as all cover will have expired within a period of less than one month from the **start date**.

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

### Our right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on **your confirmation email**, **Dayinsure.com 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 **Dayinsure.com Limited** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

**Dayinsure.com Limited** can be contacted by post, or email. Please see Contact Information.

If **you** change **your vehicle** **you** must call **Dayinsure.com 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 **Dayinsure.com 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 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomercare@rac.co.uk
Sales and administration Complaints		Dayinsure.com Limited Mara House, Tarpotley Business Centre, Nantwich Road, Tarpotley, Cheshire CW6 9UY  support@dayinsure.com

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 we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	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 your complaint once you have tried to resolve it with us.		
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](http://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 **confirmation email** and other information relating to this contract will be in English.

## Your Data

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or Dayinsure.com Limited supplies to us is RAC Motoring Services (RACMS). This enables Dayinsure.com Limited to provide you with a quotation, for you and us to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit, and for administering the **RAC Breakdown Cover**.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains your personal data from Dayinsure.com Limited when Dayinsure.com Limited provides RACMS for the purposes set out below. RACMS also obtains your personal data when you contact us directly in relation to your **RAC Breakdown Cover**. Please be aware that we may record telephone calls for staff training and evidential purposes.

The categories of your personal data that we obtain about you are:

- name;
- policy number;
- vehicle registration number;
- vehicle manufacturer;
- vehicle model;
- DVLA date of vehicle first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide us from time to time.

RACMS processes your personal data for the following purposes and its other legitimate interests in order to:

- provide you with a quote for cover;
- provide you with a contract for cover;
- fulfil your contract for cover;
- administer your **RAC Breakdown Cover**; and
- contact you to provide you with the services that form part of your **RAC Breakdown Cover**

In most cases, processing the above information is necessary for the performance of a contract to which you are party or in order to produce a quotation at your request prior to entering into a contract. We may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of our legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use your personal data to make automated decisions to calculate, evaluate or predict the performance of your **RAC Breakdown Cover**. If you have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if you do not provide your personal data, we will be unable to provide you with the **RAC Breakdown Cover** you are requesting, as well as services related to administering your **RAC Breakdown Cover**.



RACMS will share the personal data **you** provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose **your** personal data to **our** service providers and agents for these purposes.

RACGC retains **your** personal data for so long as is necessary for **us** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When **you** give **us** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made.

RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

**You** have a number of rights in relation to **your** personal information that **you** can choose to exercise at any time. This includes **your** right to:

- access information **we** process about **you** to obtain a copy of the data as well as receive supplementary information;
- object to **us** using particular information or using it in a particular way. **You** can let **us** know that **you** object to it and **we** will consider whether **your** request can be granted;
- rectify inaccurate information, which in most cases **you** can do this simply by getting in touch with **Dayinsure.com Limited**;
- erase **your** data if **we** no longer have a legitimate basis for processing it;
- port data to another data controller or to **you** in a structured, commonly used and machine readable format.

**We** have provided a basic overview of those rights above, but if **you** would like to find out more or exercise any of these rights **you** can contact the RAC Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above **you** have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require **you** to have approached RACMS first to try to resolve the matter.

† If **you** would like a list of all RAC group companies, please write to or email the Data Protection Officer.

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