

RAC Home Insurance

Welcome to RAC Home Insurance

PLEASE READ AND KEEP FOR YOUR RECORDS

If You need to make changes to **Your** RAC Home Insurance, it may be quicker to do so online [www.rac.co.uk/home]
Please see page 5 for details of fees which will be applicable if **You** make an amendment to **Your** RAC Home Insurance. The amount payable will depend upon a number of factors including whether **You** chose to make any amends online or through **Our** RAC Home Insurance Customer Relations Team.

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RAC Home Insurance

We are an insurance intermediary and You will enter into separate contracts when You take out Your Home Insurance through Us which consist of:

1. **An Insurance Intermediary Services Contract** – a contract between You and Us which sets out the terms and conditions under which We will arrange and administer Your RAC Home Insurance on Your behalf and any fee(s) that We shall charge You for providing Our insurance intermediary services, contained in this RAC Home Insurance Booklet. Use this information to decide if Our services are right for You; and
2. **A Policy** – a contract of insurance between You and the Insurer contained in separate documents including the **Schedule of Insurance, Statement of Insurance and Certificate of Insurance** made available to You within Your Welcome Pack.

When You purchase additional products or elect to pay for Your Policy by instalments using a fixed sum loan agreement, You will enter into further contracts with each Insurer, supplier or credit provider for these services.

Definitions

Any words in bold appearing in this RAC Home Insurance Booklet shall have the same meaning given to them in Your Policy unless otherwise defined below.

“Claim”

means any accident or loss involving the insured property covered by Your Policy and named in the current **Schedule of Insurance**;

“Our/Our/Us/We”

means RAC Financial Services Limited (RACFS) Company number 05171817;

“Policy Documentation”

means, collectively, the Policy and this RAC Home Insurance Booklet;

“Start date”

means the date that Your Policy begins, or renews as shown on Your **Schedule of Insurance**;

RAC Insurance Intermediary Services Contract

1. RAC Insurance Intermediary Services Contract

This is the contract between Us and You under which We will arrange and administer the Policy on Your behalf (the “**Insurance Intermediary Services Contract**”).

2. When does this Insurance Intermediary Services Contract start and end?

This **Insurance Intermediary Services Contract** relates to Our services in arranging and administering Your RAC Home Insurance. Our services will on the **Start Date of Your Policy** and will continue for the **Period of Insurance**. If Your Policy is terminated or is cancelled for any reason, then no further services can be delivered under this **Insurance Intermediary Services Contract**, which will be terminated or cancelled automatically at the same time. This **Insurance Intermediary Services Contract** cannot be terminated or cancelled independently of the Policy.

3. What Insurance Intermediary Services will We provide?

Our insurance intermediary services We provide to You on Your behalf include:

- Arranging Your RAC Home Insurance by selecting a range of prices from Our panel of insurers that We can offer. We will arrange Your cover with the Insurer based on Your requirements. We will deal with Your payment and provide You with the **Policy Documentation**.
- Dealing with Your requests for adjustments You have to make to Your RAC Home Insurance, such as changes to the cover required. We will notify the Insurer, deal with any amendments of risk or adjustments of premium required and provide You with confirmation of any changes to Your Policy. We may arrange cover with an alternative Insurer if the amendments to Your Policy are not acceptable to Your original Insurer.
- Arranging the cancellation of Your Policy at Your request. We will notify the Insurer, deal with any refunds of premium, confirm the changes to Your Policy and arrange for the return of documents. Cancellation fees may apply, please see the section below for details.
- Dealing with Your requests for any duplicate or replacement **Policy Documentation** and/or documentation relating to additional products.
- Arranging optional additional add-on products where You consider these products meet Your needs.
- We will also arrange the renewal of Your Policy and additional products based on Your requirements (see Automatic Renewal below).

4. Our fees and charges for providing Our insurance intermediary services to You

We will charge You the following fees where applicable for Our services:

Intermediary services fee

Included in the total cost of Your RAC Home Insurance is a fee that We charge You for the separate intermediary services We provide in arranging, servicing and renewing Your RAC Home Insurance which will be refunded on a pro-rata basis at the point of cancellation of your Policy for the Period of Insurance you have benefitted from. Fees are:

- £20 for Building or Contents only cover;
- £40 for Buildings and Contents cover.

Cancellation fee

If either You or We cancel within 14 days of You receiving Your Policy Documentation We will charge You a fee of £20 plus the cost for the Period of Insurance You have benefitted from unless your Insurer has declared Your claim a total loss, in which case no refund will be given and all premiums will be payable by You; and

If either You or We cancel more than 14 days after You receiving Your Policy Documentation. We will charge You a fee of £35.

This is providing no Claims have been made. If a Claim has been made, or there has been an incident which may lead to a Claim, no refund will be given, and all premiums will be payable by You; and

If upon investigation We find that You are no longer eligible for an add-on product, a refund will be provided on a pro-rata basis.

We have provided You with information on how to cancel Your Policy in the cancellation section of Your Policy. This clearly sets out the approach to providing You with a refund of premium for Your time on cover.

We will pay any refund due to the bank account or credit or debit card We hold on file.

Policy amendment fee

All amendments to the Policy are subject to an amendment fee.

- If You make an amendment to the Policy through the online account, We will charge You a £15 fee.
- If You make an amendment to the Policy through Our RAC Home Insurance Customer Relations Team, We will charge You a £25 fee.

Failed payment fee

If You pay for Your Policy by credit or debit card or Your Policy automatically renews, and We are unable to collect it due to the payment failing, We will charge You a £25 fee.

5. Changes in Terms & Conditions

We are entitled to change any of the fees or terms and conditions of this contract between You and Us with 30 days' notice during the Period of Insurance:

- i. if required by law or regulatory authorities, or
- ii. at renewal.

6. Continuous Payment Authority

When You pay by credit or debit card, We will set up a Continuous Payment Authority (CPA). This allows Us to take Your payments automatically when they are due, including for any amendments You make and for future renewals. This means You don't have to provide new details for each payment and ensures Your insurance continues uninterrupted. We will always inform You of any payments that are due to be taken. We reserve for payments with Your bank 2 working days prior to a payment due date and can attempt collection up to 3 times within this 2-day window. We won't attempt any further reservations past the payment due date. If We're unable to collect a payment at any point, We will contact the You. Failed payments will result in a fee. If applicable, please see the 'Failed payment fee' section above for details of the fee. The Policy may be cancelled if We don't receive payments that are due. You can cancel the CPA by contacting Us at any time.

7. Automatic renewal

Prior to renewal, We will use the details You've given Us to search Our panel again for a renewal price. We will contact You before the end of Your Period of Insurance explaining what You need to do. We may automatically renew Your RAC Home Insurance where We are able to, using the payment method that You have provided Us with in order to ensure You remain continuously covered.

Please note - if You don't advise Us that You don't want Your RAC Home Insurance to renew by the renewal date, We will attempt to take the first payment that is due. If this payment is declined, You will be charged a failed payment fee if applicable, please see the 'Failed payment fee' section above for details. You can ask Us to stop taking payments automatically or change Your payment method at any time by contacting Us on 0333 0702666.

8. Duration

The minimum duration of this contract with Us is the duration of Your Policy. This Insurance Intermediary Services Contract will terminate simultaneously with the termination of Your Policy.

9. How can You contact us?

If **You** need to contact **Us** in relation to any of the services set out in this document and for general enquiries about **Your** RAC Home Insurance, please contact **us** as follows:

Purpose of contact	Phone	In writing
General Enquiry	0333 0702 667	RAC Home Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX
Complaints	0333 0702 669	RAC Home Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX

Call charges apply. Please check with **Your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans.

We do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

10. Matters outside Our reasonable control

We will not provide any service under this **Insurance Intermediary Services Contract** if **We** are prevented from doing so in circumstances beyond **Our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, a pandemic, third party industrial disputes or internal industrial disputes. In these circumstances **We** will take steps to prevent or minimise the effects of such circumstances on its services.

11. Exclusion of Our liability

To the extent permitted by law, **We** shall not have any responsibility for:

1. Any increased costs or expenses;
2. Any loss of profit, business, contracts, revenue, anticipated savings; or
3. For any losses that, in view of **Your** particular circumstances, **We** could not have anticipated may arise as a result of or in connection with any service provided by **Us**, whether these losses arise in negligence, breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or this **Insurance Intermediary Services Contract** shall exclude or restrict **Our** liability for negligence resulting in death or personal injury.

What to do if You have a complaint

If **You** are dissatisfied with any aspect of the services provided by **Us** under your RAC Home Insurance, please contact **Us** using the contact details in this Booklet.

In the event that **We** cannot resolve **Your** complaint to **Your** satisfaction under the complaints process set out above, **You** may in certain circumstances be entitled to refer **Your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567/0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **Your** complaint once **You** have tried to resolve it with **Us**.

Using this complaints procedure will not affect **Your** legal rights.

Are We covered by the Financial Services Compensation Scheme (FSCS)?

Our activities in arranging and administering **Your** Policy are covered by the FSCS. If **We** cannot meet its obligations, **You** may be entitled to compensation from the FSCS.

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

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Law

The parties are free to choose the law applicable to this RAC Home Insurance Booklet. The terms and conditions contained in this RAC Home Insurance Booklet are governed by the laws of England and Wales unless **You** and **We** agree otherwise, and such agreement has been put in writing by **Us**.

Communication by **Us** to **You** concerning this RAC Home Insurance Booklet or the **Policy** will be in English.

Our Privacy Notice

This notice tells **You** about the way in which **Your** personal data will be used when **You** purchase RAC Home Insurance. For more details, **You** can see **Our** complete privacy notice at rac.co.uk/privacy-policy.

Who We are

When **You** purchase RAC Home Insurance, there will be two data controllers who are responsible for using **Your** personal data:

- RAC Financial Services Limited (trading as RAC Insurance) and **Our** address is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. **Our** use of **Your** data is explained in this notice.
- The Insurer: The **Insurer** of **Your** Policy will be a separate data controller. How they will use **Your** data will be explained in their privacy notice.

This privacy notice only covers how RAC handles **Your** information.

Our Data Protection Officer

RAC has appointed a Data Protection Officer who can be contacted by emailing dpo@rac.co.uk or by writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Your data protection rights

Under data protection law, **You** have certain rights about the way **We** use **Your** information. The rights available to **You** depend on **Our** reason for processing **Your** information. More information about the scope of these rights can be found on the Information Commissioner's Office's Website: www.ico.org.uk.

Please contact **Us** at dpo@rac.co.uk if **You** wish to make a request.

Your Responsibility

It is important that any information **You** provide directly to **Us** is accurate and correct. Please let **Us** know as soon as **You** can, if any information **We** hold about **You** is no longer correct.

Providing false or inaccurate information in order to obtain a product or service may also result in services being restricted or cancelled.

It is **Your** responsibility to ensure that **You** share a copy of this privacy notice with anyone who drives **Your** vehicle so that they understand how their data will be used for the purpose of providing **you** with insurance.

Your right to complain

We take **Our** responsibility to look after **Your** data very seriously. If **You** have any questions about **Our** use of **Your** data, or wish to make a complaint, please contact **Our** Data Protection Team by emailing dpo@rac.co.uk and **We'll** be happy to answer **Your** questions.

You also have the right to make a complaint about the way **We** use **Your** information to the Information Commissioner's Office. **You** can make a complaint to the ICO by calling 0303 123 1113 or visiting their Website: <https://ico.org.uk/make-a-complaint/>.

Purpose and legal basis for using Your information

When providing You with RAC Home Insurance, RAC will typically be the data controller for the following purposes:

Our purpose for using your data	Our lawful basis
Providing our service to you	
Pricing activities, checks and risk assessment: Using data to develop risk acceptance criteria, develop pricing models with Our external partners (which may include profiling and automated decision making), assessing availability of payment methods, conducting checks with credit reference and fraud prevention agencies.	Performance of contract
Provision of insurance: Using data to provide You with the insurance. This will include sharing information with Our partners (e.g. the Insurer). This will include passing Your data to the Insurer in the event of a Claim to assist with identification, assessment or investigation of claims made and to provide clarifications as to the circumstances of the Claim.	Performance of contract
Administration of Your Policy: Administering Your Policy including making changes, taking payments or cancelling Your cover.	Performance of contract
Communicating with You: Communicating with You as well as other Policyholders and beneficiaries.	Performance of contract
Our business activities	
Statistical and analytical purposes: Making improvements to RAC products and services including internal testing, reporting and analysis. This will include using Your data for analysing, assessing and profiling certain information about You.	Legitimate interest
Routine business activities: Business processes and operations including quality assurance, governance, testing, management and audit practices.	Legitimate interest
Marketing: Using Your information for the purpose of marketing activities, including the use of determining the marketing communications We send to You (which may include profiling), personalisation of content and analysis of Our marketing activities.	Legitimate interest
Training and Monitoring: To help Us with Our training and monitoring, We record all of Our inbound and outbound telephone conversations. We may ask for Your consent to record face to face conversations if You purchase RAC breakdown cover from one of Our sales agents.	Legitimate Interest (for recording telephone calls) Consent (for recording our face to face conversations)
Legal and regulatory	
Your rights: Complying with Your data protection requests under GDPR	Legal obligations
Disclosure: Disclosing Your information to regulators and law enforcement agents as required to do so by law.	Legal obligations
Fraud detection, debt recovery and legal claims: To prevent or detect fraud, recover debts owed to RAC and using data for the purpose of legal proceedings	Legitimate interest
Compliance: Complying with Our regulatory and legal obligations including those issued by the Financial Conduct Authority and Financial Ombudsman Service.	Legal obligations

For each different purpose for which **We** use **Your** data, **We** need to have a lawful basis. The different lawful basis are set out in the General Data Protection Regulation (GDPR). The ones **We**'re relying on are:

- **Consent:** **We** rely on this basis to give **You** choice where **You** may not usually expect **Your** information to be recorded. This legal basis is set out in article 6(1)(a) of the GDPR.
- **Performance of contract:** **We** rely on this basis when **Our** use of **Your** data is necessary for the performance of the contract between **You** and **RAC** and to take steps at **Your** request prior to entering into the contract. This legal basis is set out in article 6(1)(b) of the GDPR.

- **Legitimate interest:** **We** rely on this basis when **Our** use of **Your** data is necessary for the purposes of **Our** legitimate interest which does not unduly impact **Your** rights and freedoms. This legal basis is set out in article 6(1)(f) of the GDPR.
- **Legal obligations:** **We** rely on this basis when **We** have a legal obligation to use **Your** data in a certain way. This legal basis is set out in article 6(1)(c) of the GDPR.

The information **We** collect

The information which **We** collect about **You** relating to **Your** RAC Home Insurance will include:

Category of information	Examples
Information about you	
Key personal details	Name, date of birth, etc
Application information	Car use, home ownership, employment.
Contact details	Home address, email address, telephone number
Your family and beneficiaries	Their name and relationship with you
Claims history	Years of no claims bonus, previous insurance claims
Credit reference information	Information from public records, including court judgments, electoral register information, and financial information from lenders, utilities suppliers and telecoms businesses.
Payment details	Details of your payments for products and services.
Your RAC Insurance cover	
Your purchases and policies	Details of your cover including start and end date and scope of cover
Marketing preferences	Your preferences for the marketing you would like to receive from us
Communicating with us	Telephone conversations and communication by email, post and social media if you contact us directly
Claims information	Details of claims made under the policy , or claims by a third party, and data from industry sources
Your relationship with RAC	
Your membership with RAC	Details of the tenure of your membership with RAC and information about other products and services you have purchased from RAC
Services you have received from RAC	Details of the services which you have received from RAC including the number of occasions you required roadside assistance.

How We get Your information

We receive information about **You** from a variety of sources:

- **From You** if **You** contact **Us** directly, **We** could collect information from **You**.
- **Other RAC Group companies and providers of RAC branded services** If **You** have RAC Breakdown cover, or other products or services from RAC, **Your** information will be shared with RAC Financial Services for analysis, assessment and pricing activities
- **From Our partners** such as Insurers, credit providers and others
- **DVLA and other agencies** who provide **vehicle** and **MOT** data, obtained under licence.
- **Fraud prevention agencies** including debt recovery and tracing agents, government departments, police and law enforcement agencies
- **From third parties and their insurer** if a claim is made against **You**
- **Information Commissioner's Office, law enforcement agencies and other public bodies** may provide **Us** with information about individuals who have made a complaint or in relation to their investigations and law enforcement activities.
- **Regulatory bodies** such the Financial Ombudsman Service and the Financial Conduct Authority may provide **Us** with information about individuals who have made a complaint
- **Data services providers** such as data science organisations, who collect demographic data and publicly available information which is used to help **Us** improve and tailor **Our** products and services or information used to identify products and services that **We** believe **You** may be interested in.
- **Credit reporting agencies:** **We** receive information about **you** from TransUnion. **You** can read more about TransUnion's activities in their privacy notice: <https://www.transunion.co.uk/legal-information/bureau-privacy-notice>.

Credit searches and fraud prevention

In assessing **Your** application/renewal application **We** or the **Insurer** or the credit provider will perform credit, risk and identity checks on **You** with credit reference agencies and fraud prevention agencies. To perform the checks, **We** will share **Your** information with those agencies and they will provide **Us** with the results.

We use the results from the checks to assess **Your** creditworthiness (and whether **You** can afford to pay for the product), assess **Our** ability to offer the product to **You**, verify the accuracy of the data **You've** provided, prevent criminal activity (such as money laundering and fraud), and to trace and recover debts.

The information **We** share with the agencies will be used by other credit providers for making credit decisions about **You** and the people with whom **You** are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

How long We keep Your information for.

We usually hold **Your** data for up to 7 years.

Who We share Your information with.

We share **Your** data with **Your Insurer** and **We** may share **Your** data with third parties who are instructed by **Us**, such as:

- **RAC group companies**
- **IT providers:** providers of IT services for administration and management of **Our** internal systems
- **Outsourced operators:** Organisations which provide outsourced organisational support
- **Agents and partners:** Which may be required in order to provide **You** with **your** Insurance.
- **Regulators:** Regulators and governmental bodies, such as the Financial Conduct Authority or Information Commissioner's Office if necessary, to meet **Our** mandatory reporting requirements.
- **Professional advisors and purchasers:** **Our** professional advisors for the purpose of providing **Us** with professional advice. If RAC is sold, **We** may need to disclose **Your** personal information to **Our** advisers and any prospective purchasers and their advisers.
- **Credit reporting agencies:** **We** share basic identifier information about **you** with TransUnion to enable them to identify **you** and provide **us** with credit related information. **You** can read more about TransUnion's activities in their privacy notice: <https://www.transunion.co.uk/legal-information/bureau-privacy-notice>.

Automated decision-making

Automated decisions are decisions which are made about **You** using only technology and which aren't made with the direct input of an actual person.

We use automated decision-making, including profiling, for several different purposes:

- i. to determine the risk of providing **You** with a product or service;
- ii. to decide whether to offer a product or service; and
- iii. the price of the product or service.

We use automated decision making where it's necessary in order to provide **You** with the product or service.

Where Your information is held

We are a UK based organisation and most of the information **We** use about **You** is held in the UK. It is possible that **We** may transfer **Your** personal information outside of Europe (including the UK), for example, where one of service providers has operations outside of Europe and such transfer is necessary. Where **Your** data is transferred outside of Europe, **We** will ensure that suitable safeguards are in place to make sure that **Your** data is protected. The safeguard will usually be reliance on standard contractual clauses.

What happens if You do not provide us with Your personal information

Unfortunately, if **You** do not provide **Us** with the personal information which **We** need in order to provide **You** with a product or service, **We** may not be able to provide **You** with that product or service.

RACFS is owned by RAC Group Limited (Registered No 00229121). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACFS is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 313989. The FCA is an independent body that regulates the financial services industry in the UK. RACFS's permitted business is that of an insurance intermediary that arranges and administers contracts of general insurance. You can check this information on the Financial Services Register by visiting the Website <https://register.fca.org.uk/> or by contacting 0800 111 6768.