

RAC Van Insurance

Welcome to RAC Van Insurance

PLEASE READ AND KEEP FOR YOUR RECORDS

If You need to make changes to **Your** RAC Van Insurance, it may be quicker to do so online [www.rac.co.uk/van]

Please see page 5 for details of fees which will be applicable if **You** make an amendment to **Your** RAC Van Insurance. The amount payable will depend upon a number of factors including whether **You** chose to make any amends online or through **Our** RAC Van Insurance Customer Relations Team.

Contents

	Page
Contact information.....	4
Definitions.....	4
RAC Insurance Intermediary Services Contract	5
What to do if You have a complaint.....	7
Are We covered by the Financial Services Compensation Scheme (FSCS)?	7
Law.....	7
Our Privacy Notice	7

Contact Information

Purpose of contact	Telephone	In Writing
Customer services	0333 070 2661	RAC Van Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX
Complaints	0333 070 2663	RAC Van Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX

Call charges may apply. Please check with Your telephone provider. 03 numbers are charged at national call rates and are usually included in inclusive minute plans. Text messages are charged at Your standard network rate. We do not cover the costs of making or receiving telephone calls. Our calls are monitored and/or recorded.

RAC Van Insurance

We are an insurance intermediary and You will enter into separate contracts when You take out Your RAC Van 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 Van Insurance on Your behalf and any fee(s) that We shall charge You for providing Our insurance intermediary services, contained in this RAC Van 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 Van Insurance Booklet shall have the same meaning given to them in Your Policy unless otherwise defined below.

“Claim”

means any accident or loss involving You and the Vehicle covered by Your Policy and named in the current Schedule of Insurance;

“Insurer”

means the company underwriting the Policy;

“Period of Insurance”

means the period from the Start date up to and including the end date shown on Your Certificate of Insurance;

“Our/Our/Us/We”

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

“Policy”

means the contract of insurance between You and the Insurer which provides cover for the Vehicle;

“Policy Documentation”

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

“Registered Keeper”

means the individual listed on the Vehicle’s V5C document as the Registered Keeper;

“Start date”

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

“Vehicle”

means the Van which is named as the ‘Insured vehicle’ in 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 Van 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 Van 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 Van Insurance, such as changes to the cover required, the use and/or **Vehicle**. **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 at Section 7 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 Van Insurance is a fee of £40.00 that **We** charge **You** for the separate intermediary services **We** provide in arranging, servicing and renewing **Your** RAC Van 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, and

Cancellation fee

If either **You** or **We** cancel within 14 days of **You** receiving **Your Policy Documentation** **We** will charge **You** a fee of £35 plus the cost for the **Period of Insurance** **You** have benefitted from unless your **Insurer** has declared **Your Vehicle** 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** receive **Your Policy Documentation** **We** will charge **You** a fee of £55.

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**.

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 Van Insurance Customer Relations Team, **We** will charge **You** a £35 fee.

We have provided **You** with a list of examples of the things that **We** need to know about in the Important Information section of **Your** RAC Van Insurance wording.

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 Van 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 Van 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 0702660.

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 Part 2 and for general enquiries about Your RAC Van Insurance, please contact us as follows:

Purpose of contact	Phone	In writing
General Enquiry	0333 0702 661	RAC Van Insurance Customer Relations Team Europa House Midland Way Thornbury Bristol BS35 2JX
Complaints	0333 0702 663	RAC Van 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 Van Insurance, please contact **Us** using the contact details contained in the table under Section 9.

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 Van Insurance Booklet. The terms and conditions contained in this RAC Van 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 Van 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 Van Insurance. For more details, **You** can see **Our** complete privacy notice at rac.co.uk/privacy-policy.

Who We are

When **You** purchase RAC Van 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 Van 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 , such as Your Vehicle ownership and driving style.	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 Van 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, licence type.
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
Driving offences	Details of any driving offences
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.
Information about your vehicle and driving habits	
Your vehicle details	Information about your vehicle including make, model, age, etc
Your vehicle ownership	Information about your previous vehicle ownership
MOT data	Information relating to your MOT which is held by the DVLA
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 including the Motor Insurance Database
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 and credit reference agencies** which may include the Motor Insurers' Bureau, publicly available information, 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 as 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
- **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, 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.