

**RAC Breakdown Cover  
Policy Booklet  
Private Car  
Mark Richard Insurance**

Terms and conditions

Please read and keep for your records

**RAC**

## Contact information

	Telephone	In Writing
Breakdown	0330 159 0257	
Customer Services	0117 9231330	Mark Richard Insurance 282 St Johns Lane, Bedminster, Bristol BS3 5AY  info@markrichard.co.uk
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 the vehicle breaks down, please provide us with

1. **Your** name or policy number
2. The **vehicle's** make, model and registration number
3. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
4. The number of the phone **you** are using
5. The cause of the **breakdown**, if **you** know it
6. Identification such as a bank card or driving licence
7. **Your** credit or debit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

## Remember

Please let 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

### Definitions

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

**"breakdown"/"breaks down"/"broken-down"** means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **driver**, or any key related issue other than keys locked in the **vehicle**;

**"caravan"/"trailer"** means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7 metres long including the tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

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

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

**"commencement date"** means the date that this **RAC Breakdown Cover** begins, or renews, as shown on your **certificate of insurance**;

**"driver"/"their"/"they"** means **you** or any driver of the **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

**"home"** means, in respect of an individual, the address **you** reside at in the **UK** and, in respect of a business the registered/trading address in the **UK**, as shown on your **certificate of insurance**;

**"Mark Richard Insurance"** means Mark Richard Insurance of 282 St Johns Lane, Bedminster, Bristol BS3 5AY who arrange and administer this **RAC Breakdown Cover**;

**"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 **certificate of insurance**;

**"policy year"** means the **policy period**, from the **commencement date**;

**"RAC"/"we"/"us"/"our"** means RAC Motoring Services;

**"RAC Breakdown Cover"** means this **RAC Breakdown policy** that is subject to the terms and conditions together with the **certificate of insurance**;

**"reimburse"/"reimbursement"** means reimbursement by us under the reimbursement process;

**"renewal date"** means the date that this **RAC Breakdown Cover** expires as shown on your **certificate of insurance**;

**"road traffic collision"** means a traffic collision that immobilises the **vehicle**;

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

**"UK"** means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man;

**"vehicle"** means the **UK** registered vehicle as shown on your **certificate of insurance**, which is owned, contract hired or leased by **you** 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) 6.4 metres long including a tow bar; and (c) 2.55 metres wide; or

2. it is a motorcycle over 49cc and is not a mobility scooter

**"you"/"your"** means the person, as shown on your **certificate of insurance** taking out the **RAC Breakdown Cover** and that in respect of an individual resident in the **UK** or, in respect of a business, has its registered office/trading address in the **UK**.

## Important information about your RAC Breakdown Cover

- This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown of vehicles**. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown of vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown of vehicles** are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on your **certificate of insurance**. 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 - depending on the type of cover:
  - a) RAC Motoring Services provides cover under Sections A, B and C;

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

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

### Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on your **certificate of insurance** and if registered at your **home** address. The **vehicle** is covered whoever is driving.

### Policy year

The **RAC Breakdown Cover** will start on the **commencement date** and end after the **renewal date** as shown on your **certificate of insurance**.

### 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 or C within 24 hours of the initial **commencement 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) or Section 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**.

## 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.

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

## 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 **your passengers**, along with any **caravan** or **trailer** attached to it, to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;
3. If **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.

#### Not covered

1. The cost of any parts or **specialist equipment**;
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 certificate of insurance** 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 the **vehicle breaks down** at, or within a quarter of a mile of, **your home**.

#### Not covered

Please see the "Not covered" part of Section A (Roadside), which also applies here.

### Section C. Recovery

Please refer to **your certificate of insurance** 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) or Section B (At Home), **we** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, from the **breakdown** location to a single destination chosen by the **driver** within the **UK**. For long distances **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. Any **claims** due to:
  - a) tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut key; or
  - b) any key related **claim**; or
3. A second recovery owing to the intended original destination being closed or inaccessible.

## 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 the **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. **We** will not be responsible for any loss of or damage to the contents of the **vehicle**.
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, where required.
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 or any other event, **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) ferry charges for the **vehicle** and **our** vehicle;
  - b) spare tyres and wheels and repairing or sourcing them; or

- c) recovery by someone other than us even if this is requested by the emergency services. We will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. We will decide which is the most appropriate option based on our expertise in **breakdown** situations. In doing so we will act in consultation with the **driver**, and act reasonably at all times.
17. This **RAC Breakdown Cover** does not cover:
- a) routine servicing, maintenance or assembly of the **vehicle**;
  - b) **caravan** or **trailers**;
  - c) use of the **vehicle** for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
  - d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
  - e) **breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which the **driver** or **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;
  - j) **vehicle** storage charges. If the **vehicle** is being stored, you will be contacted at your last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. You will be notified, in accordance with legislation, prior to this happening; or
  - k) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to us under a different policy.
18. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and we will not be responsible for any errors or omissions.

### Additional benefits

The following are provided at no additional charge:

#### Driver-induced faults

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

### Caravan and trailers

If a **caravan** or **trailer** breaks down within the UK, 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.

### 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; or
4. Arrange a second or extended recovery.

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 commencement date; or
2. the date you receive your **RAC Breakdown Cover** documents.

If you do this, we will cancel the **RAC Breakdown Cover** with immediate effect from the day you request it and we will refund your premium in full unless a **claim** has been made within this cooling off period. If you downgrade your **RAC Breakdown Cover** after this cooling off period we will not refund premium to you;

At any time after the 14 day cooling off period referred to above, you may cancel **RAC Breakdown Cover**. Cancellations must be made by contacting Mark Richard Insurance. **RAC Breakdown Cover** will be cancelled with immediate effect. You will receive a pro-rata refund of premium if no claims have been made. If any claims have been made then no refund of premium will be given.

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

## Our right to cancel

1. If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your certificate of insurance, Mark Richard Insurance 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;

## 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 Mark Richard Insurance know immediately if you need to change anything on your RAC Breakdown Cover.

Mark Richard Insurance can be contacted by phone, post, or email. Please see Contact Information.

If you change the vehicle you must contact Mark Richard Insurance 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 Mark Richard Insurance 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 Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN  Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0117 9231330	Mark Richard Insurance 282 St Johns Lane, Bedminster, Bristol BS3 5AY  info@markrichard.co.uk

## 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 Harbour Exchange 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 **certificate of insurance** and other information relating to this contract will be in English.

## Your data

### Data protection statement

This section provides a summary of how we use your information. For full details about our use of your data, please visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy).

You can contact our Data Protection Officer by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### What data will we use?

There are three types of information about you which we will use to provide your **RAC Breakdown Cover**:

1. **Personal data:** Information which potentially identifies you. This includes your name, address, email address, telephone number and date of birth.
2. **Non-personal data:** information about you that is not personal such as information about the vehicle.

3. **Special category data:** In very limited circumstances, we will collect special category data such as information relating to your health. We will only ask for this information when necessary and in accordance with data protection laws.

### How we collect your data

We obtain your data from you when you contact us directly. We also obtain your data from **Mark Richard Insurance** when you purchase this **RAC Breakdown Cover** and/or if you report a new claim to **Mark Richard Insurance** in relation to this **RAC Breakdown Cover**.

### How we use your data

We will use your data for the administration of your **RAC Breakdown Cover** such as when you require assistance. We also monitor and record any communications with you including telephone conversations and emails for quality and compliance reasons.

We may disclose your personal data to third parties involved in providing products and services or to service providers who perform services on our behalf.

### Your rights

You have a number of rights relating to your personal data. For information about your rights you can visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy), contact our Data Protection Officer or contact our Customer Service Team by:

1. **Telephone:** 0330 159 0337
1. **Email:** [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk)
2. **Post:** RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

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