

RAC
direct insurance

RAC Direct Insurance is a trading name of London and Edinburgh Insurance Company Limited.
Registered in England No. 924430. Registered Office: 8 Surrey Street, Norwich NR1 3NG.
Member of the Aviva Group. Authorised and regulated by the Financial Services Authority.

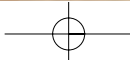
RAC054(V27)-1971-02.06

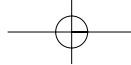
RAC Direct Insurance

Important information



RAC
direct insurance





RAC Direct Insurance

Important information

Please read the information below carefully and retain for your future reference. Please note that a policy booklet will be issued with your insurance documents, however a specimen copy is available on request.

Material Facts

All material facts must be disclosed. Failure to do so could invalidate the insurance. A material fact is one that is likely to influence the insurer in the acceptance and assessment of the risk e.g. intended unoccupancy of the property or any criminal conviction (other than motoring offences). Material facts must be disclosed in relation to yourself and all other persons who are to be insured. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arise during the period of insurance cover please provide us with details. We recommend you keep a record (including copies of all letters) of all information provided to us for your future reference.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Underinsurance

You must declare the full value of the goods or property insured, failure to do so may invalidate your policy or reduce claims settlements.

Data Protection Act

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is London and Edinburgh Insurance Limited, of which RAC Direct Insurance is a trading name.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat it with the same level of protection as if we were dealing with it.

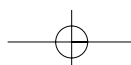
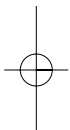
Credit Searches and Accounting

In assessing your application, to prevent fraud, check your identity and to maintain our policy records, we may search files made available to us by credit reference agencies who may keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracking debtors.

We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score is obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we may need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by us or our agents.



RAC Direct Insurance

Important information

Marketing

RAC Direct Insurance or other Aviva group companies and their agents may use your information to keep you informed by post, telephone, e-mail, text messaging or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by us by these methods and for these purposes. If you do not wish to receive marketing information please write to RAC Direct Insurance, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

Customer Information

We like to hold as much information as possible about our customers to enable us to improve the products and services we offer. Any information which we do not have shows in your policy schedule as 'unknown'. It would help us if you could call us on 0800 404 6356 and provide these details to us to enable us to update our records. Also if any details recorded on the schedule are incorrect, please call us and let us know.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the Police;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

Claims History

Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database. We may search these databases when you apply for insurance, in the event of any incident claim, or at any time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the property insured under the policy.

Continuous Renewal Payment Authority

You will be notified in writing prior to renewal and, unless we hear otherwise, the policy will automatically be renewed. Unless you have advised otherwise, the renewal premiums will again be collected from your specified bank account, or credit/debit card to ensure you are always covered.

What to do should you be dissatisfied

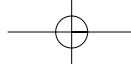
If you have a question or complaint about this insurance please contact us on 0800 404 6356.

If you have a complaint about a claim you have made, please contact us on 0800 051 4606.

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided at the same time as we acknowledge your initial complaint.

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.



RAC Direct Insurance

Important information

Legal Procedure

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law for that country will apply.

The Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances at the time.

If your policy includes Employer's Liability (EL) cover, you would be covered for all of the first £2,000 and 90% of the remainder, in each case, without any upper limit.

Further information about the scheme is available on the FSCS website www.fcsc.org.uk or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Phone calls

For our joint protection calls may be recorded or monitored (or both).

Your Cancellation Rights

You have the right to cancel your policy during a period of 14 days after the day of purchase of the contract or the day on which you receive your policy documentation, whichever is later.

If you wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which you received cover and will include an additional charge of up to £30.45 (inclusive of Insurance Premium Tax where applicable) to cover the administration cost of providing the policy, unless you cancel during the 14 day cooling off period, in which case this charge will not apply.

To exercise your right to cancel your policy, please call RAC Direct Insurance on 0800 404 6356.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General conditions section of the policy booklet.

