# RAC Breakdown Cover Policy Booklet Courier Business Choice Direct

Terms and conditions



## **Contact information**

	Telephone	In Writing
Breakdown	0330 159 0454	
Customer Services	0344 776 5305	Business Choice Direct 1st Floor Stoneham Gate, Stoneham Lane, Eastleigh, Hampshire SO50 9NW
Hearing assistance	Telephone prefix 18001 to access Typetalk or text <b>us</b> 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. 2. 3. 4.
- Your name or policy number
  The vehicle's make, model and registration number
  The exact location of the vehicle the road you are on or the nearest road junction
- The number of the phone you are using
- The cause of the breakdown, if you know it
- 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:

"breakdown confirmation letter" means the document entitled "breakdown confirmation letter" containing important details about this RAC Breakdown Cover:

"Business Choice Direct" means Business Choice Direct Insurance Services Limited of 1st Floor Stoneham Gate, Stoneham Lane., Eastleigh, Hampshire SO50 9NW who arrange and administer this RAC Breakdown Cover;

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

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

"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;

"end date" means the date that this RAC Breakdown Cover expires as shown on your breakdown confirmation letter;

"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 breakdown confirmation letter;

"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 breakdown confirmation letter;

"policy year" means the policy period, from the start date; "RAC"/"we"/"us"/"our"

- For Sections A, B and C means RAC Motoring Services;
- For Section D means RAC Insurance Limited;
- For Your data means RAC Motoring Services and RAC Insurance Limited;
- For Additional services means RAC Motoring Services; and
- In each case any person employed or engaged to provide certain services on their behalf;

"RAC Breakdown Cover" means this RAC Breakdown policy that is subject to the terms and conditions together with the breakdown confirmation letter;

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

"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;

"start date" means the date that this RAC Breakdown Cover begins, or renews, as shown on your breakdown confirmation

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

"vehicle" means the UK registered vehicle as shown on your breakdown confirmation letter, which is owned, contract hired or leased by you and it is either a car or commercial vehicle that is less than (a) 7.5 tonnes; and (b) 2.55 metres wide;

"you"/"your" means the person, as shown on your breakdown confirmation letter 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

• 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:

- A Breakdown Policy one or more contracts depending on the type of cover:
  - RAC Motoring Services provides cover under Sections A, B and C; and
  - RAC Insurance Limited provides insurance for Section D.

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

2. A breakdown confirmation letter- detailing the type of cover you have and the cost of cover. The breakdown confirmation letter will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to you by Business Choice Direct following purchase.

This RAC Breakdown Cover covers the vehicle shown on your breakdown confirmation letter and if registered at your home address. The vehicle is covered whoever is driving.

The RAC Breakdown Cover will start on the start date and end after the end date as shown on your breakdown confirmation

## Limits of cover

Cover under this RAC Breakdown Cover is subject to limits on:

- 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;
  - no **claim** is permitted under sections B to D within 24 hours of the initial **start date** of the **RAC Breakdown Cover**; in order to make a **claim** under Section C (Recovery) **we** must have first attended under Section A (Roadside); and

  - in order to make a claim under Section D, we must have first attended under Section A (Roadside) or B (At Home).

- 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;
- The amount that is covered for certain types of claim or for certain sections, as set out in this RAC Breakdown Cover.

#### Reimbursement

Under some sections, you may need to pay for the service up front and claim this back from us. To do so, please visit www.rac.co.uk/reimbursementclaimform. 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**.

#### Hire car terms

Certain sections of this RAC Breakdown Cover include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

#### Covered

- We will arrange and pay for the hire cost of a replacement car for up to 2 consecutive days or until the vehicle has been repaired. Any replacement vehicle will be limited to a small hatchback:
- If you are not eligible for a hire car arranged by us for any reason, such as you do not meet the hire car provider's terms (e.g. you have points on your licence), and you choose to hire a car yourself, let us know before you hire a car, and then provided we have agreed the cost, we will reimburse you up to £35 per day;
- Where we arrange a hire car we will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay the excess).

#### Not covered

- We will not provide any specific car type, model or accessories, including tow bars.
- Any cost of:
  - delivery and collection of the car hire and any fuel used;
  - fuel while using the car hire; or
  - any insurance excess and additional costs.

#### Your cover

## Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

#### Covered

If the vehicle breaks down within the UK more than a 1/4 of a mile from your home, we will:

- Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or
- 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;
- 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.

## 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

## Not covered

- The cost of any parts or **specialist equipment**;
- The fitting of parts, including batteries, supplied by anyone other than **us**; 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;
- Recovery for caravans or trailers if the caravan or trailer breaks down.

## Section B. At Home

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 1/4 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

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;
- Any claims due to:
  - 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.

## **Section D. Onward Travel**

RAC Breakdown Cover includes cover for Onward Travel.

If we attend a breakdown under Sections A (Roadside) or B (At Home), and cannot fix the vehicle on the same day, we will help the driver by making arrangements to allow the continuation of the journey. The driver can choose one of the following options, based on the circumstances, subject to availability:

- Hire car;
- Alternative transport; or
- Overnight accommodation.

#### 1. Hire car

#### Covered

Please see Hire car terms.

Hire cars must be arranged with us within 24 hours of the time of breakdown.

#### 2. Alternative transport

#### Covered

If the driver would prefer to continue the journey by air, rail, taxi or public transport, we will reimburse you for a standard class ticket up to £150 per passenger or £500 for all passengers, whichever is less.

#### 3. Overnight accommodation

The driver may decide that waiting for the vehicle to be fixed is best. We will arrange one night's bed and breakfast accommodation, up to a value of £150 per passenger or £500 for all passengers, whichever is less.

#### 4. Assistance in a medical emergency

#### Covered

We will also help if the driver or one of the passengers suddenly or unexpectedly falls ill or is injured and needs medical help before the end of the journey. We will help to:

- book one night's bed and breakfast accommodation for the driver and passengers if the hospital is more than 20 miles from home. We will reimburse you up to £150 per passenger or £500 for all passengers; and
- arrange to get the patient home or to a local hospital as soon as they are fit to travel.

#### Not covered

We will not assist the driver where they or one of the passengers is taken ill or is injured during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

#### General conditions

The following conditions apply to all sections of this RAC Breakdown Cover. If you do not comply we can refuse cover and/or cancel your RAC Breakdown Cover.

- You must pay your premium.
- You must request services directly from us, as we will only provide cover if we make arrangements to help you.
- Where the breakdown is caused by a component failure this must stop the vehicle from working, so for example an airconditioning 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
- We will not cover any claim where the vehicle is already at a garage or other place of repair.

  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.
- A driver must be with the vehicle when we attend.
- We will not be responsible for any loss of or damage to the contents of the vehicle.
- Where we recover passengers under the age of 16, they must be accompanied by an adult.
- We will not allow animals in our vehicles, except guide dogs. Any animals can remain in the vehicle at the driver's own risk. We will not be liable for any injury to animals, or damage caused by them. We will not transport any livestock. We will not be responsible for any costs relating to animals.
- 10. The vehicle must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat,
- 11. Where we provide a repair to the vehicle, whilst we are responsible for that repair, this does not mean that we are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility.
- 12. We will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this RAC
- Breakdown Cover. For example, we will not pay for any loss of earnings or missed appointments.
  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
- 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**:
- - ferry charges for the **vehicle** and **our** vehicle; spare tyres and wheels and repairing or sourcing them; or
  - 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.
- This RAC Breakdown Cover does not cover:
  - a) routine servicing, maintenance or assembly of the vehicle;
  - caravan or trailers:
  - use of the **vehicle** for public or private hire, demonstration purposes or carrying trade plates;
  - 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;
  - 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;

- 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
- 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;
- any claim that is or may be affected by the influence of alcohol or drugs;
- any **breakdown** that is caused by or as a result of **vehicle** theft or fire;
- 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 or and any outstanding fees will be deducted. You will be notified, in accordance with legislation, prior to this happening; or
- 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 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.

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:

- Purchase the parts **you** need to get on **your** way;
- Pay for **specialist equipment** to complete the repairs;
- Extend the hire time for a replacement car; or
- 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:

- the start date: or
- 2. the date vou receive vour 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 Business Choice Direct. 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

- If any premium for the RAC Breakdown Cover is not paid by a relevant date as stated on your breakdown confirmation letter, Business Choice Direct 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
- 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

- Behave inappropriately towards us, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade us into a dishonest or illegal act;
- Omit to tell us important facts about a breakdown in order to obtain a service;
- Provide false information in order to obtain a service:
- Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
- Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative

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 Business Choice Direct know immediately if you need to change anything on your RAC Breakdown Cover.

Business Choice Direct can be contacted by phone or post. Please see Contact Information.

If you change the vehicle you must contact Business Choice Direct 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 Business Choice Direct 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	0330 159	Breakdown Customer Care
related	0337	RAC Motoring Services
Complaints		Great Park Road
·		Bradley Stoke
		Bristol
		BS32 4QN
		Breakdowncustomercare@rac.co.uk
Sales and	0344 776	Business Choice Direct
administration	5305	1st Floor Stoneham Gate,
Complaints		Stoneham Lane,
		Eastleigh,
		Hampshire
		SO50 9NW

In the event **we** cannot resolve a complaint raised in respect of Onward Travel complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or small businesses.

## **Financial Ombudsman Service**

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In the event that we cannot	Phone	In writing		
resolve your complaint to your	0800 023 4567	The Financial Ombudsman Service		
satisfaction under the complaints	or	Exchange Tower		
process set out above, you may	0300 123 9123	Harbour Exchange		
in certain circumstances be		London		
entitled to refer your complaint		E14 9SR		
to the Financial Ombudsman				
Service at the following address:		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.

## **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, 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 breakdown confirmation letter 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.

You can contact our Data Protection Officer by emailing <a href="mailto:dpo@rac.co.uk">dpo@rac.co.uk</a> 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:

- 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.
- 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 Business Choice Direct when you purchase this RAC Breakdown Cover and/or if you report a new claim to Business Choice Direct 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 disclosure **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, contact our Data Protection Officer or contact our Customer Service Team by:

- 1. Telephone: 0330 159 0337
- 2. Email: membershipcustomercare@rac.co.uk
- 3. Post: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

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