

STARTO

RESCUE.CO.UK

ACCIDENT ASSISTANCE AND
LEGAL PROTECTION POLICY



FIRST FOR JUSTICE

IMPORTANT INFORMATION

This is your DASDrive Plus accident assistance & legal protection Policy Wording. It includes everything you need to know about your cover.

Keep this document in a safe place as you will need to refer to it in the event of an accident.

Accident assistance provides recovery and repair services. We can recover your vehicle if it is immobilised or unsafe to drive after an accident. If your vehicle is comprehensively insured, or if the accident was not your fault, we can arrange and manage repairs to your vehicle. In these circumstances we can also arrange to supply you with a courtesy vehicle.

(However, if the accident was entirely the other person's fault, and the insured vehicle cannot be driven, we will arrange to supply you with a replacement hire vehicle, whether we are managing repairs to the insured vehicle or not – please see Insured Incidents, 2. REPLACEMENT HIRE VEHICLE.)

Legal protection is designed to help you if a motor accident was not your fault and you have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under your motor insurance policy.

MOTOR LEGAL ADVICE

Call 0333 320 2494 quoting reference 6817204.

We will provide an insured person with confidential legal advice over the phone on any motoring issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week.

Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.

To help us check and improve our service standards, we may record all inbound and outbound calls.

When phoning, please quote reference 6817204 and the name of the insurance provider - startrescue.co.uk.

We cannot accept responsibility if the legal advice helpline service is unavailable for reasons we cannot control.

DEFINITIONS

The following words have these meanings wherever they appear in this Policy Wording:

appointed representative

The **preferred law firm**, law firm or other suitably qualified person we will appoint to act on an **insured person's** behalf.

costs and expenses

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS Standard terms of appointment**.
- b) The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with our agreement.

countries covered

For Insured Incident, 1. UNINSURED LOSS RECOVERY AND PERSONAL INJURY

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey .

For Insured Incident, 2. REPLACEMENT HIRE VEHICLE

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

DAS Standard terms of appointment

The terms and conditions (including the amount we will pay to an appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.

insured person

You, and any passenger or driver who is in or on the **insured vehicle** with your permission. Anyone claiming under this policy must have your agreement to claim.

insured vehicle

The motor vehicle(s) covered by the startrescue.co.uk motor breakdown policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).

motor claims centre

This centre carries out recovery, hire and repair services and deals with the administration of your claim.

period of insurance

The duration of your startrescue.co.uk breakdown policy.

preferred law firm

A law firm or barristers' chambers we choose to provide legal services.

These legal specialists are chosen as they have the proven expertise to deal with an insured person's claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard terms of appointment.

reasonable prospects

The prospects that an insured person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or a preferred law firm on our behalf, will assess whether there are reasonable prospects.

uninsured losses

Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

vehicle hire costs

The cost of hiring a comparable replacement vehicle for one continuous period we agree to. This cost includes motor insurance for the vehicle.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (the policyholder).

YOUR POLICY

To make sure you get the most from your DASDrive Plus accident assistance & legal protection cover, please take time to read this policy which explains the contract between you and us.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

If you are involved in an accident which was not your fault, we will help you recover your uninsured losses from the person who caused the accident, either through the motor claims centre or by appointing a lawyer. Uninsured losses could include the cost of repairing or replacing the insured vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the insured vehicle cannot be driven, we can arrange to supply you with a comparable replacement hire vehicle until the insured vehicle can be repaired. We will do so only if you meet the hire company's conditions of hire. For us to provide a replacement hire vehicle the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland, the Isle of Man, and Jersey and Guernsey.

Where the driver at fault is uninsured or cannot be traced, we will assist you in making a claim to the Motor Insurers' Bureau.

We can also provide a range of recovery services for the insured vehicle after an accident. In certain circumstances we can arrange for the insured vehicle to be repaired after recovery.

WHEN YOU NEED TO MAKE A CLAIM OR NEED LEGAL ADVICE

Phone us on 0333 320 2494 as soon as possible after your accident to speak with one of our dedicated customer claims handlers. If you are calling outside of the UK, please phone us on +44 29 2085 4069, quoting reference 6817204.

If you wish to speak to our legal teams about a legal problem related to motoring, please phone us on 0333 320 2494 quoting reference 6817204. We will ask you about your legal issue and if necessary, call you back to give you legal advice.

Please do not ask for help from a lawyer or hire a vehicle before we have agreed. If you do, we will not pay the costs involved, even if we accept the claim.

ACCIDENT ASSISTANCE

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

We can provide the following assistance services on the mainland of England, Wales and Scotland only.

1. VEHICLE RECOVERY

We can provide a range of recovery services for the insured vehicle if it is immobilised or unsafe to drive following an accident.

We will provide a free recovery service if the insured vehicle needs to be repaired and is insured comprehensively.

In other circumstances we can recover the insured vehicle at your request, although you will have to pay the recovery costs. However, if the accident was not the insured person's fault, we can usually recover these costs as part of your claim for uninsured losses.

2. VEHICLE REPAIR

We can arrange and manage repairs to the insured vehicle if it is insured comprehensively, or if the accident was not the insured person's fault.

Where we are managing the repairs to the comprehensively insured vehicle, we can provide you with a courtesy vehicle regardless of who was at fault for the accident.

(However, if the accident was entirely the other person's fault, and the insured vehicle cannot be driven, we will arrange to supply you with a replacement hire vehicle, whether we are managing repairs to the insured vehicle or not – please see Insured Incident, 2. REPLACEMENT HIRE VEHICLE.)

3. PAYMENT OF YOUR MOTOR INSURANCE POLICY EXCESS

If we arrange to supply you with a replacement hire vehicle and manage any repairs to the insured vehicle after the accident, we will pay your comprehensive motor insurance policy excess. You may be required to sign an agreement and must agree to DAS pursuing the value of the excess as part of your claim for uninsured losses. We can usually recover the amount of the excess from the person responsible for the accident. However, if we cannot do so, we will ask you to reimburse us the amount of any excess that we have paid on your behalf.

THE INSURANCE AGREEMENT

We agree to provide the insurance described in this policy, in return for you keeping to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. reasonable prospects exist for the duration of the claim;
2. the insured incident happens during the period of insurance;
3. any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered;
4. the insured incident happens within the countries covered; and
5. the most we will pay for all claims resulting from one more event arising at the same time or from the originating cause is £100,000.

INSURED INCIDENTS

1. UNINSURED LOSS RECOVERY AND PERSONAL INJURY

What we will pay

We will pay an appointed representative, on behalf of an insured person, costs and expenses incurred to recover uninsured losses after an event which causes:

- a) damage to the insured vehicle or to any property in or on the insured vehicle belonging to an insured person in or on the vehicle; and/or
- b) death or bodily injury to an insured person whilst travelling in or on the insured vehicle.

Provided that:

- i) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- ii. the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- iii. in respect of an appeal or the defence of an appeal, the insured person must tell us within the time limits allowed that they want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist
- iv. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

What we will not pay

In the event of a claim, if an insured person decides not to use the services of a preferred law firm, they will be responsible for any costs that fall outside the DAS Standard terms of appointment and these will not be paid by us.

2. REPLACEMENT HIRE VEHICLE

What we will pay

We will make the arrangements for vehicle hire for you within the countries covered and we will pay your vehicle hire costs following an accident involving the insured vehicle and another vehicle, as long as:

- a) the insured vehicle cannot be driven; and
- b) the accident was entirely the other person's fault.

Provided that:

- i. you must agree to us trying to recover any vehicle hire costs in your name, and any costs recovered must be paid to us;.
- ii. we will choose the vehicle hire company and the type of vehicle to be hired;
- iii. we will decide how long a vehicle can be hired for;
- iv. you must tell us as soon as the insured vehicle becomes available for you to drive again;
- v. you must meet the age and licensing rules of the vehicle hire company we choose and must follow any terms and conditions of hire;

What we will not pay

- 1. Vehicle hire costs if you are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
- 2. Vehicle hire costs when you make your own arrangements for vehicle hire after an insured incident.

POLICY EXCLUSIONS

We will not pay for the following:

- 1. Late reported claims
A claim where the insured person has failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.
- 2. Costs we have not agreed
Costs and expenses or vehicle hire costs incurred before our acceptance of a claim. If we agree to pay vehicle hire costs but it is subsequently established that the accident resulting in the claim was not entirely the other person's fault, we will not pay any further vehicle hire costs. However, we will not seek to recover any costs from you that we have already paid provided the accident details you have supplied are true and complete.

3. Court awards and fines
Fines, penalties, compensation or damages that a court or other authority orders an insured person to pay.
4. Legal action we have not agreed
Any legal action an insured person takes that we or the appointed representative have not agreed to, or where an insured person does anything that hinders us or the appointed representative.
5. Contractual disputes
Any claim relating to a contract involving the insured vehicle.
6. Uninsured drivers
The insured vehicle being used by anyone, with your permission, who does not have valid motor insurance.
7. A dispute with DAS
A dispute with us, not otherwise dealt with under policy condition 8.
8. Judicial review
Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
9. Nuclear, war and terrorism risks
A claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. Litigant in person
Any claim where an insured person is not represented by a law firm or barrister.

POLICY CONDITIONS

1. An insured person's legal representation
 - a) On receiving a claim, if legal representation is necessary, we will appoint a preferred law firm as an insured person's appointed representative to deal with their claim. They will try to settle the insured person's claim by negotiation without having to go to court.
 - b) If the appointed preferred law firm cannot negotiate settlement of the insured person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the insured person may choose a law firm to act as the appointed representative.
 - c) If the insured person chooses a law firm as their appointed representative who is not a preferred law firm, we will give the insured person's choice of law firm the opportunity to act on the same terms as a preferred law firm. However, if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS Standard terms of appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
 - d) The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.
2. An insured person's responsibilities
 - a) An insured person must co-operate fully with us and the appointed representative.
 - b) An insured person must give the appointed representative any instructions that we ask them to.
3. Offers to settle a claim
 - a) An insured person must tell us if anyone offers to settle a claim. An insured person must not negotiate or agree to a settlement without our written consent.
 - b) If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
 - c) We may decide to pay the insured person the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the insured person must allow us to take over and pursue or settle any claim in their name. The insured person must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and the insured person must give us all the information and help we need to do so.
4. Assessing and recovering costs
 - a) An insured person must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this.
 - b) An insured person must take every step to recover costs and expenses that we have to pay and must pay us any amounts that are recovered.
5. Cancelling an appointed representative's appointment
If the appointed representative refuses to continue acting for an insured person with good reason, or if the insured person dismisses the appointed representative without good reason, the cover we provide will end immediately, unless we agree to appoint another appointed representative.
6. Withdrawing cover
If an insured person settles or withdraws a claim without our agreement, or does not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from the insured person any costs and expenses we have paid.

7. Expert opinion

We may require the insured person to get, at their own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion, if the expert's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.

9. Keeping to the policy terms An insured person must:

- a) keep to the terms and conditions of this policy;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to avoid incurring unnecessary costs;
- d) send everything we ask for, in writing; and
- e) report to us full and factual details of any claim as soon as possible and give us any information we need.

10. Cancelling the policy

You can cancel this policy by telling us within the duration of the startrescue.co.uk breakdown policy. We can cancel this policy at any time as long as we tell you at least 14 days beforehand.

11. Fraudulent claims

We will, at our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:

- a) a claim an insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

12. Claims under this policy by a third party

Apart from us, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

14. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

DATA PROTECTION

To comply with data protection regulations we are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including the insured person's name, address, date of birth, email address and, on occasion, dependent on the type of cover the insured person has, sensitive information such as medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain the insured person's personal information either directly from them, the third party dealing with the insured person's claim or from the authorised partner who sold them this policy.

WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

HOW WE WILL USE YOUR INFORMATION

We may need to send the insured person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback, or members of the DAS UK Group. If the insured person's policy includes legal advice we may have to send the information

outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the insured person has, their information may also be sent outside the EEA so the service provider can administer their claim.

We will take all steps reasonably necessary to ensure that the insured person's data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the insured person's personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share the insured person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for us to use the insured person's personal information to perform our obligations in accordance with any contract that we may have with the insured person. It is also in our legitimate interest to use the insured person's personal information for the provision of services in relation to any contract that we may have with you.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the insured person's data for 7 years. We will only retain and use their personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use the insured person's personal data, please contact us at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The insured person has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them;
- the right to have inaccuracies corrected for personal data held about them;
- the right to have personal data held about them erased;
- the right to object to direct marketing being conducted based upon personal data held about them;
- the right to restrict the processing for personal data held about them, including automated decision-making;
- the right to data portability for personal data held about them.

Any requests, questions or objections should be made in writing to the Data Protection Officer: Data Protection Officer
DAS Legal Expenses Insurance Company Limited DAS House
Quay Side Temple Back Bristol
BS1 6NH
Or via email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office Wycliffe House
Water Lane Wilmslow Cheshire
SK9 5AF

www.ico.org.uk

HOW TO MAKE A COMPLAINT

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013;
- emailing customerrelations@das.co.uk;
- writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side, Temple Back | Bristol | BS1 6NH;
- completing our online complaint form at www.das.co.uk/about-das/complaints.

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we have been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123;
- emailing complaint.info@financial-ombudsman.org.uk;

- writing to The Financial Ombudsman Service | Exchange Tower | London | E14 9SR.

Further information is available on their website: www.financial-ombudsman.org.uk.

Using this service does not affect your right to take legal action.

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

COMPANY INFORMATION

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited
DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales, company number 103274.

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:
DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | company number 5417859.

Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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