STARTS RESCUE.CO.UK

VEHICLE RESCUE POLICY



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Welcome

Thank you for purchasing your Motor Breakdown insurance from www.startrescue.co.uk which is provided by Call Assist. As Call Assist is the largest truly independent Motor breakdown provider in the UK, you can therefore be assured you are in safe hands should the vehicle suffer a breakdown. We provide a 24 hour, 365 day a year service through our network of recovery operators throughout the UK and Europe.

Please check your policy schedule to ensure you have the level of cover you need and read the following to help you use the service.



1. WHAT TO DO IF YOU BREAK DOWN

If the vehicle breaks down in the territorial limits (UK) please call our 24 hour Control Centre on:

01206 785999

If you are unable to make a connection, please contact us on:

0333 320 0975

For assistance in the territorial limits (Europe), call us on:

00 44 1206 785999

Calls to 0333 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are usually included within network providers "free minutes" packages.

If you are deaf, hard of hearing or speech impaired, please send a text message containing your full name, policy number, vehicle registration and policy postcode to 07537 404890.

If you have downloaded the startrescue.co.uk breakdown app, please click 'Report Breakdown' and follow the instructions.

Please have the following information ready to give to our rescue co-ordinator, who will use this to validate your policy.

- 1. Your return telephone number.
- 2. Your policy number and vehicle registration.
- 3. The location of the vehicle (including a postcode, GPS co-ordinates or What3Words).
- 4. Your debit or credit card details to make payment of any **excess** payable, if detailed in **your policy schedule**.

Once we have taken your details and made all the arrangements we will contact you to advise which recovery operator will be attending and how long they are expected to take. Where possible, please ensure your mobile phone is available to accept calls at all times in case we need to contact you.

You will need to be with the vehicle when the recovery operator arrives. If you would prefer not to wait with the vehicle or it is unsafe to do so, please inform our rescue co-ordinator who will arrange a call on approach so you have sufficient time to return to the vehicle. It is your responsibility to guard your safety and abide by the rules of the Highway Code. Please advise our rescue co-ordinator if you feel it is not safe to remain within eyesight of the vehicle.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.



2. YOUR COVER as shown in your policy schedule

Please read the following benefits of cover in accordance with the level of cover you have purchased, which is detailed on your policy schedule.



One Star

Summary: Roadside Assistance/Local Recovery up to 10 miles

If the vehicle suffers a breakdown due to a mechanical or electrical failure or has been involved in an accident, which occurs more than a quarter of a mile radius/straight line from your home address, service will be provided. We will provide cover as detailed below for any breakdown in accordance with the policy wording and the cover level you have chosen. Cover will apply during the period of insurance and within the territorial limits (UK).

If you have purchased an excess product, payment of the excess will be required before assistance can be arranged.

The following service is provided with all levels of cover:

Roadside Assistance

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a quarter of a mile radius/straight line from **your home address** and during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

Local Recovery up to 10 miles

If, in the opinion of the recovery operator, they are unable to repair the vehicle within 60 minutes at the roadside, we will assist in the following way: -

Either: Arrange and pay for the vehicle, you and the passengers to be recovered to the nearest suitable garage which is able to undertake the repair within 10 miles from the scene of the breakdown.

Or: If the above is not possible at the time or the repair cannot be made within the same working day, we will arrange for the vehicle, you and the passengers to be transported to your chosen destination up to 10 miles from the scene of the breakdown.

Recovery of the vehicle, you and the passengers must take place at the same time as the initial callout otherwise you will have to pay for subsequent callout charges.

If the vehicle requires recovery, you must immediately inform our rescue co-ordinator of the address you would like the vehicle taken to. Once the vehicle has been delivered to the nominated address, the vehicle will be left at your own risk.

Alternative Travel (Territorial Limits (UK))†

We will pay up to £250.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow you to complete your original journey. We will also pay up to £150.00 towards the reasonable cost of alternative transport for one person to return and collect the repaired vehicle.

Emergency Overnight Accommodation[†]

We will pay up to £150.00 for a lone traveller or £75.00 per person towards the reasonable cost of overnight accommodation including breakfast for the passengers whilst the vehicle is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.00.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location.
- The **vehicle** cannot be repaired the same working day.
- The breakdown did not occur within 20 miles of your home address.
- We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost effective option for us.

†These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for **vehicle** hire which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt.



Misfuel Assist

In the event your vehicle's fuel tank is filled with the incorrect type of fuel, we will arrange and pay up to £250 (inclusive of VAT) for a recovery operator to either recover your vehicle and the passengers to the recovery operator's base where a drain and flush to your vehicle's fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. In addition to the fuel drain and flush, we will also include 10 litres of correct fuel, subject to the overall £250 (inclusive of VAT) claim limit.

Occasionally misfuelling a **vehicle** can cause extensive damage which a fuel drain and flush will not rectify. **We** cannot accept liability for any damage caused to **your vehicle** but if **you** would prefer for the fuel drain and flush to be conducted by **your** preferred repairer, we will arrange and pay for a **recovery operator** to recover **your vehicle** and the **passengers** to a repairer of **your** choice within 10 miles of the scene of the **breakdown**. This service is subject to the prior authorisation of **our rescue co-ordinator** and will be offered on a pay and claim basis, which means that **you** must pay initially for the fuel drain and flush and **we** will send **you** a claim form to complete and return for reimbursement. The policy will only pay for the fuel drain and flush and up to 10 litres of correct fuel, up to £250 (inclusive of VAT) and **we** will only reimburse claims when **we** are in receipt of a valid invoice/receipt.

Caravans and Trailers

In the event of a **breakdown** and a caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **we** will arrange and pay for the caravan/trailer to be recovered with the **vehicle** at no extra cost.

Keys

If you lose, break, or lock your keys within the vehicle, we will pay the callout and mileage charges back to the recovery operator's base or your home address if closer. All other costs, including any specialist equipment needed to move the vehicle will be at your expense.

Message Service

If you require, we will pass on two messages to your home or place of work to let them know of your predicament and ease your worry.



If you have opted and paid for Two Star cover it includes the same benefits as One Star cover, with the addition of Nationwide Recovery.

If you have purchased an excess product, payment of the excess will be required before assistance can be arranged.

Nationwide Recovery

If the vehicle cannot be repaired within the same working day in accordance with One Star cover, we will arrange for the vehicle, you and the passengers to be recovered to your home address, or if you would prefer and it is closer, your preferred destination within the territorial limits (UK).

Recovery of the **vehicle**, **you** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Misfuel Assist

In the event **your vehicle's** fuel tank is filled with the incorrect type of fuel, assistance will be provided in accordance with One Star cover, with a maximum recovery limit of 20 miles if **you** choose to be recovered to **your** preferred repairer.





Summary: Roadside Assistance/ Nationwide Recovery/Home Assist If you have opted and paid for Three Star cover, it includes all of the same benefits as Two Star cover, with the addition of **Home Assist**.

If you have purchased an excess product, payment of the excess will be required before assistance can be arranged.

Home Assist

We will arrange and pay for a recovery operator to attend a breakdown at or within a quarter of a mile radius/straight line of your home address and where appropriate, spend up to 60 minutes to try and repair the vehicle.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the scene of the **breakdown**, **we** will arrange and pay for the **vehicle**, **you** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Recovery of the **vehicle**, **you** and the **passengers** must take place at the same time as the initial **callout**, otherwise **you** will have to pay for subsequent **callout** charges.

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.



Four Star

Summary: Roadside Assistance/Nationwide Recovery/Europe

If you have opted and paid for Four Star cover it includes the same benefits as Two Star cover with the addition of Pre-Departure Cover and assistance within the territorial limits (Europe).

If you have purchased an excess product, payment of the excess will be required before assistance can be arranged.

Pre-Departure Cover

In the event of a **breakdown** within the **territorial limits** (**UK**) which occurs no more than 7 days prior to a pre-booked **trip** to the **territorial limits** (**Europe**), providing the **vehicle** cannot be repaired by **your** intended departure date and **we** are immediately notified of the **breakdown**, **we** will reimburse up to £500.00 towards one of the following:

- The rental of a hire vehicle which we deem is appropriate for your requirements for the purpose of carrying out your original trip within the territorial limits (Europe).
- The cost of rebooking your original sea or motorail crossing to the nearest available date once the vehicle has been repaired.

Before arranging these services, authorisation must be obtained from our rescue co-ordinator. Cover will only apply if you can evidence in writing the duration of your planned trip was for less than 90 days.

We will only reimburse claims when we are in receipt of:

- Valid proof of payment for the hire vehicle; and/or
- Rebooked sea/motorail crossing tickets, together with copies of your original sea/motorail crossing tickets; and
- Evidence from a suitable garage detailing the repairs made to the vehicle.

Pre-Departure Cover does not apply for any **breakdown** occurring within 10 days of **you** purchasing/upgrading this policy, or in the event the imminent or actual **breakdown** of the **vehicle** is discovered during an MOT or service carried out within 10 days prior to **your** intended departure.

Roadside Assistance (Territorial Limits (Europe))

In the event of a **breakdown** within the **territorial limits** (Europe) which occurs during the **period of insurance**, we will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.



If, in the opinion of the recovery operator, they are unable to repair the vehicle within 60 minutes at the roadside we will arrange and pay for the vehicle, you and the passengers to be recovered to the nearest suitable garage able to undertake the repair

Recovery and Repatriation Service

If the vehicle cannot be repaired within 48 hours or by your intended return, whichever is due to occur last, we will arrange and pay for the vehicle, you and the passengers to be transported either to your home address, or if you would prefer and it is closer, your original destination within the territorial limits (Europe).

Alternative Travel (Territorial Limits (Europe))†

In the event of a **breakdown** within the **territorial limits (Europe)**, **we** will pay up to £500.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow **you** to continue **your trip** in the **territorial limits (Europe)** whilst the **vehicle** remains unroadworthy. **We** will also pay up to £200.00 towards the reasonable cost of alternative travel for two people to return and collect the repaired **vehicle**.

Emergency Overnight Accommodation (Territorial Limits (Europe))†

In the event of a **breakdown** within the **territorial limits** (Europe) where the **vehicle** cannot be repaired the same working day and which results in **you** not being able to stay at **your** pre-booked accommodation, **we** will pay up to £150.00 per person for one night towards the reasonable cost of overnight accommodation including breakfast for **you** and the **passengers**. The maximum payment per incident for Emergency Overnight Accommodation in **territorial limits** (Europe) is £1000.00.

[†]These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**.

The policy will only pay for a hire vehicle which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

Shipping of Spare Parts

Where it is more efficient and cost effective to do so, we will pay the reasonable cost of shipping replacement parts to the repairing garage within the territorial limits (Europe). You will be responsible for the cost of the spare parts and we will only organise shipping once you have confirmed the spare parts have been paid for. Although we will endeavour to source the required spare parts for you, we can make no guarantee the parts will be immediately available to us.

General Notes Relating to European Cover

We will provide service in the territorial limits (Europe) where the maximum duration of any single trip does not exceed 90 days. However short term policies (those with a period of insurance lasting one month or less) will be limited to a single trip not exceeding the period of insurance.

Please ensure you carry your driving licence and V5C registration document with you during your journey. Due to local regulations and customs, you may be required to provide copies of your driving licence or V5C registration document. You will be held liable for any costs incurred if copies of your driving licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures within the **territorial limits** (Europe), assistance may take longer in arriving. **We** will require detailed information from **you** regarding the location of the **vehicle**. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your** claim. When **we** have all the required information **we** will liaise with **our** European network and **you** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **we** will not be held liable for any delay this causes.

In the event of a **breakdown** on a motorway or major public road within the **territorial limits** (Europe), access may be restricted to a private towing service only. Should this occur, **you** will need to obtain assistance via the SOS phones. The private towing service will tow the **vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of £150.00 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

For assistance in the territorial limits (Europe), call us on:

00 44 1206 785999





Five Star

Summary: Roadside Assistance/Nationwide Recovery/

Home Assist/Europe/Accident Cover Plus and assistance following Theft, Vandalism and Driver Illness/Injury

If you have opted and paid for Five Star cover it includes all of the same benefits as Four Star cover with the addition of **Home Assist**, Accident Cover Plus and assistance following Theft, Vandalism and Driver Illness/Injury.

If you have purchased an excess product, payment of the excess will be required before assistance can be arranged.

Accident Cover Plus†

If the **vehicle** is involved in an **accident** rendering it immobile or illegal **we** will transport the **vehicle** to a nominated address within the **territorial limits** (**UK**). **We** will cover the cost of alternative transport to the same destination as the **vehicle** up to the value of £1000.00 on a pay and claim basis.

Theft/Break In Benefit[†]

In the event of a theft (or attempted theft) of the **insured vehicle** or the contents contained in the **insured vehicle** during the **trip**, **we** will pay up to £200.00 in total under this policy, for immediate **emergency repairs** and/or replacement parts, which are necessary to place the **insured vehicle** in a secure condition to continue the **trip**. You must obtain a Police Report within 24 hours of the incident giving rise to a claim.

If the **vehicle** cannot be repaired the same working day, **we** will cover the cost of **alternative transport** up to the total value of £1000.00 for **you** to continue **your trip**.

†Only one claim of up to £1000.00 will be paid per incident for alternative transport. These services will be offered on a pay/claim basis, which means that you must pay initially, and we will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from our rescue co-ordinator. The policy will only pay for a service which we deem is appropriate for your requirements and is available at the time assistance is provided. We will only reimburse claims when we are in receipt of a valid invoice or receipt. We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost-effective option for us.

Theft and Vandalism Recovery[†]

If the **vehicle** is rendered immobile due to theft or vandalism, **we** will recover the **vehicle** to **your home address** or nominated garage within a five mile radius of the **home address**. Should this occur whilst **you** are a quarter of a mile or more away from **your home address**, **we** will cover the cost of alternative transport to the same destination as the **vehicle** up to the value of £1000.00 on a pay and claim basis.

Driver Illness/Injury[†]

If you are unable to continue your journey within the territorial limits (UK) or territorial limits (Europe) due to illness or injury to the only qualified driver, provided none of your passengers are able to drive, we will provide an alternative driver to return the vehicle to your nominated destination within the territorial limits (UK). A medical certificate will be required for us to validate your claim and we will only accept claims which occur and are made within the period of insurance. If you are unable to accompany the vehicle, we will provide alternative transport to the same destination as the vehicle up to the value of £1000.00 on a pay and claim basis.

†Only one claim of up to £1000.00 will be paid per incident for alternative transport. These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for vehicle hire which **we** deem is appropriate for **your** requirements at the time and **we** cannot be held responsible if an appropriate hire vehicle is not available during peak months. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of a claim.



Personal Cover

If you have purchased an excess product, payment of the excess will be required before assistance can be arranged.

If you have opted and paid for Personal Cover, any vehicle in which you are travelling will be covered in the event of a breakdown. You must be with the vehicle at the time the assistance arrives and be able to provide photographic identification if this is requested. Service will only be provided in accordance with the level of cover you have purchased, as indicated on your policy schedule and in accordance with the policy wording. To ensure Personal Cover extends to a vehicle in which you intend to travel, please refer to the General Notes section for limitations and exclusions.

To qualify for Personal Cover, you must pay the appropriate premium for the level of cover required.

Personal Cover is limited to a maximum of 4 persons in any one household.

Personal Cover is restricted to the **territorial limits (UK)** only and cannot be purchased for **our** Four or Five Star policies, however, if cover is also required in the **territorial limits (Europe)**, Short Term European Cover for a nominated **vehicle** can be purchased from startrescue.co.uk.



Uninsured Service

We can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Unless Personal Cover has been purchased, our policy only covers the vehicle registered on our database, therefore any change must be notified immediately either contacting our Customer Services Department or logging in online to our website's Customer Lounge. Please provide us with your policy number, the new registration, make, model and colour of vehicle and the date you wish us to make the change. If you do not notify us of the new vehicle details, we may not be able to supply you with a service due to the vehicle not being eligible for cover within the first 24 hours of us being notified of the change.

Governing Law

This policy will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

Language

The contractual terms and conditions, communication and other information relating to this contract will be in the English language.

Measurements

A home assist is calculated using a straight line from the home address to the location of the breakdown. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

Multiple Vehicle Policies

Multiple vehicle policies must be registered to one address within Great Britain and Northern Ireland.

Signing Documentation

You may be asked to sign documents by the recovery operator which relate to the service being provided. Whilst you are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full. In the event you require assistance with understanding such documents please contact us on 01206 785999.

Emergency Repairs

Emergency repairs undertaken at the roadside by recovery operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for recovery operators to accurately diagnose the fault with the vehicle or state whether the vehicle is in a roadworthy condition or otherwise safe to drive. Recovery operators are not instructed to conduct vehicle health inspections.

Definitions:

Accident

A collision immediately rendering the **vehicle** immobile or unsafe to drive.

Breakdown

An electrical or mechanical failure, lack of fuel, lack of charge, misfuel, flat battery, puncture to the **vehicle** or **accident**, which immediately renders the **vehicle** immobilised.

Callout

The deployment of a recovery operator to the vehicle.

Excess

Where you have selected a cover level with an excess, this is the first amount of each claim payable by you. Please check your policy schedule for the excess amount payable.

Home Address

The last known address recorded on our system where the vehicle is ordinarily kent.

Home Assist

Assistance within a quarter of a-mile radius/straight line of your home address.

Passengers

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

Period of Insurance

The duration of this policy as indicated on your policy schedule for a period not exceeding twelve months.

Policy Schedule

The document provided by us detailing the Period of Insurance, eligible vehicle(s), and type of cover. In the event Personal Cover has been purchased, it will also list the person(s) covered.

Recovery Operator

The independent technician Call Assist Ltd appoints to attend your breakdown.

Rescue Co-ordinator

The telephone operator employed by Call Assist Ltd.

Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the recovery operator are required to recover the vehicle. Specialist equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits (Europe)

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hungary, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.

Territorial Limits (UK)

Great Britain, Northern Ireland and for non-residents the Isle of Man.

Trip

A journey to the **territorial limits (Europe)** which commences from the date of **your** departure from the **territorial limits (UK)** and ceases upon **your** return to the **territorial limits (UK)** for a period not exceeding 90 days.

Us. We. Our

startrescue.co.uk which is a trading style of Call Assist Ltd.



Vehicle

The vehicle(s) shown on your policy schedule as being eligible for cover unless your policy schedule states you purchased Personal Cover. If you purchased Personal Cover, you will be covered when travelling in one of the following types of vehicle:

- a) Cars of any age;
- b) Motorcycles of any age;
- c) Vans of any age, which do not exceed 3.5 tonnes gross vehicle weight.

You. Your

The person named as policyholder in the policy schedule.

Exclusions:

Applying to all sections unless otherwise stated:

This insurance does not cover the following: -

- a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the vehicle with a standard 50mm tow ball coupling hitch.
 b) Breakdowns or accidents to the caravan or trailer itself.
- Any vehicle which is not listed on your policy schedule as being eligible for breakdown cover with us unless Personal Cover has been purchased.
- Vehicles over 10 years old at the date this policy incepted for travel in the territorial limits (Europe).
- Minibuses, limousines, motorhomes, horseboxes and any other vehicle not detailed in the definition of vehicle.
- 5. Cover in the territorial limits (Europe) for vans and commercial vehicles.
- 6. The cost of any parts, components or materials used to repair the vehicle.
- Repair and labour costs other than up to 60 minutes roadside labour at the scene of the breakdown.
- 8. Any costs or expenses not authorised by our rescue co-ordinators.
- The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
- 10. The cost of alternative transport other than to your destination and a return trip to collect the repaired vehicle.
- 11. The cost of fuel, oil or insurance for a hire vehicle and/or excess.
- Assistance following theft, driver illness/injury, or vandalism unless Five Star cover has been purchased.
- 13. The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes effect we will only recover to one address in respect of any one breakdown.
- 14. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the breakdown within the same working day.
- 15. Breakdowns caused by a failure to maintain the vehicle in a roadworthy condition including the routine servicing of the vehicle in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
- 16. Costs incurred in addition to a standard callout and recovery further than 10 miles where service cannot be undertaken at the roadside because the vehicle is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles, scooters or vehicles which are not equipped to carry spare wheels or the aerosol repair kit can not repair the breakdown.
- 17. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if the vehicle is immobilised due to snow, mud, sand, water, ice or a flood.
- 18. Any request for service if the vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
- 19. Breakdowns caused by overloading the vehicle or carrying more

passengers than it is designed to carry.

- 20. Claims not notified and authorised prior to expenses being incurred.
- 21. The charges of any other company (including Police recovery) other than the **recovery operator**, a car hire agency or accommodation charges which have been authorised by **us**.
- 22. Any damage or loss to the vehicle or its contents caused by the recovery operator. It is your responsibility to ensure personal possessions are removed prior to the vehicle being transported.
- 23. Nothing in this policy limits our liability for death or personal injury caused by the negligence of us or our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
- 24. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for you to collect the vehicle from a repairer or for any time that has to be taken off work because of a breakdown.
- 25. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power. d) The result of an interplanetary coronal mass ejection.
- 26. Any false or fraudulent claims.
- 27. Any cost incurred as a result of your failure to comply with requests by us or the recovery operator concerning the assistance being provided.
- 28. Fines and penalties imposed by courts.
- 29. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
- 30. Any subsequent **callouts** for any symptoms related to a claim which has been made within the last 28 days, unless the **vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator**, or is in transit to a pre-booked appointment at a **suitable garage**.
- 31. Claims totalling more than £15,000.00 in any one period of insurance.
- 32. Any cost recoverable under any other insurance policy that **you** may have.
- 33. Storage charges unless incurred whilst we organise repatriation from the territorial limits (Europe).
- 34. Any costs incurred to attend the vehicle due to faults with electric windows, sun roofs, broken windows/windscreens or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
- 35. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
- 36. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
- 37. Any cost that would have been incurred if no claim had arisen.
- 38. A request for service following any intentional or wilful damage caused by **you** to the **vehicle**.
- 39. Any cover which is not specifically detailed within this policy.
- 40. The use of specialist equipment occasionally required because the vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
- 41. Any claim within 24 hours of the time the policy is purchased or a change of vehicle has occurred, or prior to the policy inception date. For any policies which are renewed on the policy anniversary or are automatically renewed and the policy has not lapsed, no inception period will apply.
- 42. Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover, or before the policy was upgraded.
- 43. Any excess payable on a claim. If you upgrade your policy to remove a payable excess mid-term, the payable excess will still apply to any claims that occurred before you upgraded your policy or for any claim



within the first 24 hours of the time the upgrade is made.

Additional exclusions applying to the European Assistance

- 1. Service where repatriation costs exceed the market value of the vehicle.
- 2. The cost of recovery from a European motorway exceeding £150.00.
- Repatriation to the UK within 48 hours of the original breakdown, regardless of ferry or tunnel bookings for the homebound element of your trip or pre arranged appointments you have made within the territorial limits (UK).
- Repatriation to the territorial limits (UK) if the vehicle can be repaired, but you do not have adequate funds for the repair.
- Any claim where the duration of a single trip is planned to or subsequently exceeds 90 days.
- 6. For Theft/Break In Benefit:
 - a) damage to paintwork or other cosmetic items;
 - b) costs incurred following your return Home;
 - c) trips solely within the territorial limits (UK);
 - d) The theft or attempted theft, if it occurred within 20 miles of your home address;
 - e) anything mentioned in the General Exclusions.

General Conditions applying to all sections

- 1. We will provide cover if:
 - a) You have met all the terms and conditions within this insurance.
 - b) The information provided to us, as far as you are aware, is correct.
- Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided or our Mobile Phone app services. If you are unable to make a connection on any of the numbers provided, please call 01603 327180.
- 3. The policy is not transferable to another person.
- 4. Details of your cover may not reach us by the time assistance is required. In this unlikely event, we will assist you however, before assistance can be provided we will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If we receive confirmation that you have adequate cover the reserved funds will be released. If we receive confirmation that you do not have adequate cover we will take payment for any uninsured costs.
- 5. We may decline service if you have an outstanding debt with us.
- We will only pay ferry and toll fees within the confines of the territorial limits (UK).
- 7. When you contact us for assistance, we may ask if the vehicle is fitted with alloy wheels. If we are not made aware and we are unable to provide the service promptly or efficiently through the recovery operator who will be assisting you, you will be charged for any additional costs incurred.
- If we are able to repair the vehicle at the roadside, you must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
- 9. If a callout is cancelled by you and a recovery operator has already been dispatched, we recommend you to wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle breaks down again within 12 hours, you will be charged for the second and any subsequent callouts.
- 10. We have the right to refuse to provide the service if you or the passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our rescue co-ordinator(s) or the recovery operator(s).
- 11. In the event you use the service and the claim is subsequently found not to be covered by the policy you have purchased, we reserve the right to reclaim any monies from you in order to pay for the uninsured service.
- 12. If in our opinion the vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the vehicle in its current condition following the breakdown, we have the option to pay you the market value of the vehicle in its current condition and

- pay your transportation costs to your home address. It will be your responsibility to apply for a Certificate of Destruction or other such document and you will be required to pay for any storage costs whilst this is obtained and any costs to dispose of the vehicle. If you would prefer the vehicle to be transported to your home address or original destination, this can be arranged, but you will need to pay any costs which exceed the market value of the vehicle in its current condition. If the vehicle is beyond economical repair, you will have one week to advise us of how you wish to transport or dispose of the vehicle. If you do not contact us within one week you consent to us to dispose of the vehicle. We reserve the right to deduct any outstanding costs owed by you, in relation to the storage or disposal of the vehicle, from the payment made by us to you for the market value of the vehicle.
- 13. The repair must be carried out if the vehicle is recovered to a dealership and the dealership can repair the vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If you do not have funds available, any further service related to the claim will be denied.
- 14. If you do not have funds to pay for additional services such as alternative transport or overnight accommodation your claim may be denied
- 15. Recovery operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting the vehicle.
- 16. The transportation of livestock (including dogs) will be at the discretion of the recovery operator. We will endeavour to help arrange alternative transport, but you will need to pay for this service immediately by credit or debit card.
- 17. If you have a right of action against a third party, you shall co-operate with us to recover any costs incurred by us. If you are covered by any other insurance policy for any costs incurred by us, you will need to claim these costs and reimburse us. We reserve the right to claim back any costs that are recoverable through a third party.
- 18. We reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.
- 19. The **vehicle** must be registered to and ordinarily kept at an address within Great Britain and Northern Ireland.
- 20. **Vehicles** must be located within Great Britain and Northern Ireland when cover is purchased and commences.
- 21. If you upgrade your policy to remove a payable excess mid-term, the payable excess will still apply to any claims that occured before you upgraded your policy or for any claim within the first 24 hours of the time the upgrade is made.



Should you wish to contact us, we can be contacted by:

Mail: Customer Services, c/o Call Assist Ltd, Axis Court,

North Station Road, Colchester, Essex CO1 1UX.

Email: enquiries@startrescue.co.uk

Telephone: 01206 655000

Facsimile: 01206 364268

Automatic Renewal Protection

Where Automatic Renewal Protection is available and you have selected to renew your policy using this method, your policy will automatically renew when it is due to expire. This protects you to ensure that there is no break in insurance cover.

You can choose to opt in or out of Automatic Renewal Protection at any time during the **period of insurance** by calling **our** Customer Services Department, or changing the settings online within the Customer Lounge.

We will notify you within good time before your policy is due to expire of any changes to your cover, the renewal premium and the Terms and Conditions of the policy.

To automatically renew your policy, your previous year's card payment details will be stored by our Secure Payment Provider and processed in accordance with the Automatic Renewal Protection process detailed within this wording. Payment for your renewal will be taken from your card up to 2 days before the policy is due to expire. By choosing this method of renewal, you understand that it is your responsibility to ensure that you keep us up to date with valid card payment details and that there are sufficient funds available to pay for the automatic renewal of your policy. Failure to do so will mean that your policy will not renew, cover will expire and you will not be entitled to any service under this policy.

If you have not chosen the Automatic Renewal Protection process, you will need to contact our Customer Services Department or log in online to our website's Customer Lounge to renew your policy.

Cancellation Rights

This policy has a cooling off period of 14 days from the time **you** receive this information or **your** policy start date, whichever is the latter. If **you** do not wish to continue with the insurance, **we** will provide a refund of premium paid, providing no claim has been made.

You may cancel your policy after the 14 day cooling off period but no refund of premium is available.

A refund of premium is not available if the period of insurance of the policy is for a period of less than one month.

We have the right to cancel this policy at any time by sending 7 days notice to your home address however we must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud;
- Non-payment of premium when it is due;
- We discover you are no longer eligible for cover with us;
- If you are threatening or abusive to our staff or the people we instruct to assist with your breakdown, including the recovery operators;
- It is evident **you** have failed to maintain the **vehicle** in a roadworthy condition including not having the **vehicle** routinely serviced in accordance with the manufacturers recommendations.

In such situations, providing no claim has been made within the first 6 months from the inception date of **your** policy, **we** will refund **your** premium in full. Where **you** have received a service or where the policy has been in force for a period of more than 6 months, no premium refund will be available to **you**.



Please call our Customer Services Department on 01206 655000. If you are unable to make a connection, please contact us on 0333 3202076.

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a breakdown.

As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

Your Personal Data

Call Assist Ltd t/a Start Rescue ("Start Rescue") collect and maintain personal data as an independent Data Controller in order to administer this policy and provide the services detailed within this policy wording.

DAS Legal Expenses Insurance Company Limited ("DAS"), part of the ARAG Group and the insurer of this policy, also acts as independent Data Controller in its own right.

Both Start Rescue and DAS have different purposes for collecting, using, sharing, transferring and storing **your** information. The details provided here are only a summary of how Start Rescue collect, use, share, transfer and store **your** personal data. Therefore, please make sure **you** read both company's full Privacy Policies with care.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which includes the Data Protection Act 2018, the United Kingdom General Data Protection Regulation (the UK GDPR) and all other Applicable Laws, and any successor or replacement legislation relating to the processing of personal data.

Full Privacy Policy

Start Rescue's full Privacy Policy can be accessed online via www.startrescue.co.uk/info/privacy. Enquiries in relation to personal data held by Start Rescue should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

DAS' full Privacy Policy can be accessed online via www.das.co.uk/legal/privacy-statement. Enquiries in relation to personal data held by DAS should be directed to the Data Protection Officer, DAS Legal Expenses Insurance Company Ltd, DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW or by emailing dataprotection@das.uk.

Sharing your personal data

We will only share your personal data in the following circumstances:

- it has been authorised by you;
- it is with regulatory bodies;
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is provided to Recovery Operators or other suppliers as required to fulfil our contractual and legal obligations in this policy wording and in which case your personal data will be limited to the minimum ordinarily required for service provision only. Additionally, these suppliers will only be able to use your personal data to provide the specific services described in this policy;
- it is necessary for us to exercise our rights of subrogation as outlined in exclusion 32.

Your rights

Under the terms of Data Protection legislation, you have a number of rights in relation to the information we hold about you. This includes the right to:

- ask for a free copy of any personal data we hold about you;
- ask for correction of any inaccurate information held;
- complain to the Information Commissioner's Office if you are not satisfied with our use of your data;
- object to the processing of **your** personal data where **we** are relying on a legitimate interest, and there is something about **your** particular situation which makes **you** want to object to processing it;
- ask for the processing of your personal data to be restricted. This enables you to ask us to suspend the processing of personal information



about you;

- ask for your personal data to be transferred to another company;
- ask for your personal data to be deleted from our system/database;
- where we rely on your consent to process your personal data, you have the right to withdraw your consent at any time.

Please note that there are times when **we** will not be able to meet **your** requests in relation to data processing. This may be as a result of **us** fulfilling **our** legal and/or regulatory obligations. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by email to DPO@call-assist.co.uk.

Collecting your information

When you apply for breakdown cover with us, we will collect a variety of information about you including your personal data such as your name, address, contact details, date of birth and IP address (which is a unique number identifying your computer). Where relevant, we will also collect special categories of data (sensitive data) about you such as details regarding your health. We may also collect information from a number of different sources for example:

- from publicly available sources such as social media and networking sites when you interact with **us**. For example, sending **us** a message or entering into a competition.
- third party databases available to the insurance industry and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your personal data

We only process the minimum amount of personal data we need in order to fulfil our purposes, and only where we have a lawful basis for doing so.

The legal basis **we** mainly rely on for processing personal data is Article 6(1)(b) of the UK General Data Protection Regulation (UK GDPR) which relates to processing necessary to allow **us** to perform **our** contract with **you** or to take steps at **your** request, before entering a contract. The purposes for which **we** will process **your** personal data on the basis of contract include to provide **you** with the appropriate policy quotation as well as to manage **your** policy which may include handling a claim or issuing documentation to **you**. **Our** assessment of **your** policy application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** personal data being processed by automated decision-making, then **we** will not be able to provide **you** with breakdown cover.

In some cases, we may use personal data to pursue our legitimate interests (Article 6(1)(f) of the UK GDPR), provided your interests and fundamental rights do not override those interests. The purposes for which we will process your personal data on the basis of legitimate interest include to carry out research and analysis (including profiling) for the purposes of better understanding our customers; and to record calls to our call centre for training and monitoring purposes.

We would also like to stay in contact with you, and will therefore send marketing communications to you but only where you have given us specific consent to do so (Article 6(1)(a) of the UK GDPR).

Keeping your personal data

Your data is considered to be an important asset to us, and as such, we implement technical and organisational measures to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures we take to keep your data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.



Use and storage of your personal data

We will retain your personal data for a maximum of seven years from the end of the insurance relationship with Start Rescue, in line with our legal and regulatory requirements. In any situation where the retention period is longer, we will inform you of this.

Where possible, we will anonymise or remove your personal data that is no longer required for the purpose(s) for which it was obtained.

We will only keep your data for as long as is necessary to provide our products and services to you and/or to fulfil our legal and regulatory obligations.

Your data may be transferred to, stored or processed outside the UK and European Economic Area (EEA). Please see Start Rescue's online Privacy Policy for full details. We will not transfer your information outside the UK and EEA unless it is to a country which is considered to have equivalent data protection laws or where we have taken all reasonable steps as required by law to ensure the recipient company has suitable standards in place to protect it.

Complaints Procedure

Any complaint you have regarding your policy should be addressed to the policy administrator:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of your policy and in particular your policy number, to help your enquiry to be dealt with speedily.



4. OUR PROMISE TO YOU

We promise to:

- acknowledge your complaint within five working days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- respond to your complaint within 20 working days. If this is not possible for any reason, we will write to you to let you know when we will contact you again.

If you remain dissatisfied with our final decision or if you have not received our final decision within 8 weeks of us receiving your complaint, short of court action, you can ask The Financial Ombudsman Service to review your case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within 6 months of our final decision The Financial Ombudsman Service will not have our permission to review your case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

The Financial Ombudsman Service can be contacted at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from some mobile phones) or email complaint.info@financial-ombudsman.org.uk.

For further information, you can also visit the website: www.financial-ombudsman.org. Following the complaints procedure does not affect your rights to take legal proceedings.

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk.

Service Provider and Insurer

This service is provided by Start Rescue, a trading style of Call Assist Limited. Registered in England and Wales. Registered Company Number 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX

The policy is underwritten by DAS Legal Expenses Insurance Company Limited, part of the ARAG Group. Registered in England and Wales. Registered Company Number 103274. Registered office address: DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

Call Assist Ltd, Firm Reference Number 304838, is authorised and regulated by the Financial Conduct Authority. DAS Legal Expenses Insurance Company Limited, Firm Reference Number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Call Recording

To help **us** provide a quality service, **your** telephone calls will be recorded for training and monitoring purposes.

Cover Levels:

One Star = Roadside Assistance/Local Recovery up to 10 miles

Two Star = Roadside Assistance/Nationwide Recovery

Three Star = Roadside Assistance/Nationwide Recovery/Home Assist Four Star = Roadside Assistance/Nationwide Recovery/Europe

Five Star = Roadside Assistance/Nationwide Recovery/Home Assist/Europe/Accident Cover Plus and assistance following Theft/

Vandalism and Driver Illness/Injury

Personal = Available for One, Two and Three Star cover levels only

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