STARTRESCUE.CO.UK

VEHICLE RESCUE POLICY

CONTENTS

Welcome

Thank **you** for purchasing **your** Motor **Breakdown** insurance from Start Rescue which is provided by Call Assist. Call Assist is the largest truly independent motor breakdown provider in the UK, **you** can therefore be assured **you** will be protected should the **vehicle** suffer a **breakdown**. **We** provide a 24-hour, 365 day a year service 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. Reporting a Claim

Claims can be reported via **our** app, online or by calling **us**. **We** also offer an SMS text messaging service for accessibility purposes.

App

Download **our** free Start Rescue mobile app from the Google Play or Apple App Store. Once downloaded, click on 'Report Breakdown' and follow the simple step by step instructions.

Download on the App Store

GET IT ON Google Play

Report Online

Visit **our** website using the address below and enter **your** mobile number. **We** will send **you** a text message. Click on the link and follow the simple step by step instructions.

www.startrescue.co.uk/info/need-assistance

Phone

Call **our** 24 hour Control Centre on:

01206 785999

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

0333 320 0975

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.

From Abroad

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

00 44 1206 785999

Accessibility Options

If **you** are deaf, hard of hearing or speech impaired, **our** app and online reporting options will usually be most suitable. If **you** are unable to use **our** app or online option, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to:

07537 404890

1. Reporting a Claim

Information we will need

Please have the following information ready to provide 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** (these can be found on **your policy schedule**)
3. What has happened to the **vehicle**
4. The location of the **vehicle** (including a post code, GPS co-ordinates, or What3Words)
5. Whether the **vehicle** location will be accessible for a large truck
6. **Your** preferred **recovery operator**, if **you** have one
7. **Your** debit or credit card details to make payment of any **excess** payable, if detailed in **your policy schedule**

When reporting **your claim**, please let **us** know if there are any circumstances which may affect the handling of **your claim**, such as if **you** are towing something, travelling with animals, in an area exposed to extreme weather conditions, or if you or any of **your passengers** have any special requirements **we** may need to take into consideration.

What to do when you breakdown

If **you** require the attendance of a **recovery operator**, **we** will contact **you** to advise which **recovery operator** will be attending and approximately 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.

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**, 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).**

The following service is provided with all levels of cover:

Roadside Assistance

In the event of a **breakdown** occurring 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 pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, they will 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:-

Either: pay for the **vehicle** and **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 pay for the **vehicle** and **passengers** to be transported to **your** chosen destination up to 10 miles from the scene of the **breakdown**.

Recovery of the **vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for additional **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 and no further recovery costs will be covered in relation to the **claim**.

Alternative Travel in the UK

In the event of a **breakdown** within the **territorial limits (UK)** which occurs more than 20 miles from **your home address, we** will pay up to £250 towards the reasonable cost of:

Either: standard class public transport tickets;

Or: an 'Economy' class hire car (including the costs of insurance and/or excess reduction fees)

to enable the **passengers** to complete one single journey to either **your** original destination, or return to **your home address**

This benefit shall only be provided where:

- the **vehicle** cannot be repaired within the same working day; and
- **you** opt to have the **vehicle** recovered to the nearest **suitable garage** to the **breakdown** location for repairs;

We will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

Emergency Overnight Accommodation in the UK

If **you** are eligible for the **Alternative Travel** benefit above but would instead prefer to stay overnight close to where the **vehicle** is being repaired, **we** will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst the **vehicle** is being repaired. **We** will also pay reasonable expenses for the **passengers** to travel to their Emergency Overnight Accommodation. The maximum payment under this Emergency Overnight Accommodation benefit is £500 per **claim**.

Misfuel Assist

In the event the **vehicle**'s **fuel** tank is filled with the incorrect type of **fuel**, **we** will pay up to £250 (inclusive of VAT) towards:

- a **fuel** drain and flush to be completed at the roadside; or
- the recovery of the **vehicle** and **passengers** to the nearest **suitable repairer** (within 10 miles) and their reasonable costs to drain and flush to the **vehicle**'s **fuel** tank; and
- 5 litres of correct **fuel**.

Occasionally misfuelling a **vehicle** can cause extensive damage which a **fuel** drain and flush will not rectify. This policy does not cover repairs for damage in excess of £250.

Keys

If **you** lose, break, or lock the **vehicle** 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** or secure storage costs will not be covered.

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.

★★

Two Star
Summary: Roadside Assistance / Nationwide Recovery

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.

National Recovery

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

If the **vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Recovery of the **vehicle** and **passengers** must take place at the same time as the initial **callout**, otherwise **you** will have to pay for subsequent **callout** charges.

Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk and no further recovery costs will be covered in relation to the **claim**.

Laws and regulations limit the number of hours **recovery operators** can drive for. Regular breaks and/or 'changeovers' to a different **recovery operator** will often be required when transporting the **vehicle** prolonging the time it takes for the recovery to be completed. In some cases, it will be necessary to store the **vehicle** and deliver it at a later date. If this is necessary, **we** will pay reasonable travel expenses for the **passengers** to travel separately to the **vehicle**. If **you** would prefer to utilise **your** preferred **recovery operator**, please make this known to **our rescue co-ordinator**. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively.

Misfuel Assist

In the event the **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.

★★★

Three Star
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**.

Home Assist

We will 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 they deem 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 pay for the **vehicle** and **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair.

Recovery of the **vehicle** 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 and no further recovery costs will be covered in relation to the **claim**.

★★★★

Four Star Summary: Roadside Assistance / Nationwide Recovery / Europe / Theft Break In Benefit

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)** and Theft Break In Benefit.

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 towards:

- the rental of a hire vehicle which **we** deem is appropriate for the purpose of **your** original **trip**; or
- the cost of rebooking **your** original sea or motorail crossing to the nearest available date once the **vehicle** has been repaired.

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; or
- the 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)**, **we** will pay for a **recovery operator** to attend the **breakdown** and where they deem appropriate, spend up to 60 minutes to try and repair the **vehicle**.

Roadside repair capabilities in some countries are limited to wheel changes and jump starts. Therefore, if, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will pay for the **vehicle** and **passengers** to be recovered to the nearest **suitable garage**, which is able to undertake the repair.

In some countries, it may be necessary to initially store the **vehicle** and deliver it to the nearest **suitable garage** at a later date.

As with **breakdowns** occurring in the UK, it is **your** responsibility to appoint a **suitable garage** and oversee any repairs undertaken to the **vehicle**. **We** can help to locate a **suitable garage** and where possible, assist with translation, but **we** bear no responsibility for the services provided by any **suitable garage**. Some garages abroad will charge ‘diagnostic fees’ in order to issue a quotation for repairs. Diagnostic fees, together with any re-assembly fees are not covered by this policy.

Access to some motorways and major public roads within the **territorial limits (Europe)** 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 £200 towards private towing services, but **we** will only reimburse **claims** when **we** are in receipt of valid proof of payment.

Recovery and Repatriation Abroad

If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is due to occur last, **we** will:

Either: pay for the **vehicle** and **passengers** to be transported to **your home address**;

Or: if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

The mode of transportation for **you** and **your passengers** will be at **our** discretion.

Transporting **vehicles** back to the UK from abroad is usually a complex process which takes time, often several weeks. If **you** would like to arrange the repatriation of the **vehicle** independently or extend **your trip** to wait for it to be repaired abroad, please discuss this with **our rescue co-ordinator** who will be able to consider how much **we** could contribute towards this.

Alternative Travel Abroad

In the event of a **breakdown** within the **territorial limits (Europe)**, **we** will pay up to £500 towards either the reasonable cost of **our** choice of public transport or an ‘Economy’ class hire vehicle to enable the **passengers** to continue the **trip** whilst the **vehicle** remains unroadworthy.

We will also pay up to £200 towards the reasonable cost of alternative travel for two people to return and collect the repaired **vehicle**.

This benefit is in place to assist with the movement of **passengers** only, it is not designed to cover the cost of hiring a van or commercial vehicle. This policy will cover the costs of insurance and/or excess reduction fees in relation to hire cars, subject to the overall cost of Alternative Travel falling within the limits detailed in this section of cover.

Please bear in mind **you** may be unable to find a suitable hire car during peak season abroad and only other forms of alternative transport may be available to **you**.

Any travel costs associated with collecting/returning a hire car would be deducted from the £500 and £200 limits.

Emergency Overnight Accommodation Abroad

In the event of a **breakdown** within the **territorial limits (Europe)** where the **vehicle** cannot be repaired the same working day and **you** are unable to stay at **your** pre-booked accommodation, **we** will pay up to £150 per person for one night, towards the reasonable cost of emergency overnight accommodation, including breakfast, for all **passengers**.

We will also contribute towards reasonable travel expenses incurred to reach the nearest suitable accommodation, provided the total **claim** (including travel and accommodation costs) does not exceed £1,000 per incident.

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 replacement parts.

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** in the **territorial limits (UK)** and **territorial limits (Europe)**, **we** will pay up to £250 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**.

General Notes Relating to European Cover

If **you** have paid for 4 Star 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 European Cover** (those with a **period of insurance** lasting one month or less) will be limited to a single **trip** not exceeding the **period of insurance**.

Due to differing national standards and infrastructures within **the territorial limits (Europe)**, assistance may take longer in arriving. **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**. **You** must remain contactable to avoid any delays.

During peak season and public holidays, many services such as repairing garages will be fully booked or closed, **we** will not be held liable for any delay this causes.

Before You Travel – Checklist

To ensure this cover is sufficient for **your** requirements and that **you** are aware of how **claims** outside the UK are handled, **you** should read the terms and conditions of this policy and **your policy schedule** before travelling. In addition, please make sure **you** have the following original documents and other items with **you**:

- credit card (required for hire cars and some hotels); and
- driving licence; and
- V5C registration document for the **vehicle**; and
- International Driving Permit (if needed for the countries **you'll** be driving in); and
- proof of outbound and inbound travel dates; and
- **your** travel itinerary.
- **your** car insurance certificate and documents.

We will not pay for additional costs incurred as a result of any of these documents not being immediately available, when they are required.

★★★★★

Five Star
Summary: Roadside Assistance / Nationwide Recovery / Home Assist / Europe / Accident, Theft and Vandalism Cover Plus/Driver Illness or 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**, Theft and Vandalism Cover Plus and Driver Illness or Injury.

Accident, Theft and Vandalism Cover Plus

If the **vehicle** is involved in an **accident** or rendered immobile or illegal due to theft or vandalism within the **territorial limits (Europe) we** will pay for the **vehicle** to be transported 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 £1,000 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 driver of the **vehicle**, **we** will pay up to £1,000 in total towards:

- the cost of hiring an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)**; or
- the recovery of the **vehicle** to **your** nominated destination within the **territorial limits (UK)**; and
- if any **passengers** are unable to accompany the **vehicle**; the reasonable alternative transport costs for the **passengers** to reach the same destination as the **vehicle**.

Payment of this benefit will be contingent upon **your** providing **us** with a medical certificate proving **you** are unable to drive. No more than £1,000 will be paid in relation to a **claim** made under this benefit.

Personal Cover

If **you** have opted and paid for Personal Cover, any eligible **vehicle** in which **you** are travelling will be covered in the event of a **breakdown**. **You** must be with the **vehicle** at the time of the **breakdown** and when the **recovery operator** 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.

If **you** have opted and paid for Personal Cover, this will be indicated on **your policy schedule**. 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** up to 10 years old can be purchased from startrescue.co.uk.

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.

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.

Discussing Your Policy
Should **you** wish to discuss any aspect of **your** policy, **you** can contact **us** using any of the options below.

Mail:	Customer Services, Start Rescue c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX
Email:	customerservices@startrescue.co.uk
Online:	www.startrescue.co.uk/contact-us
Telephone	01206 655000

Estimated Arrival Times
Where **we** arrange for a **recovery operator** to attend the **vehicle**, **we** will provide an estimated time of arrival. Please note this estimate can change based on the availability of **recovery operators** at the time. **We** cannot guarantee the arrival of a **recovery operator** within a specified amount of time. If **you** would prefer to organise **your** own assistance, please obtain authorisation from **our rescue co-ordinator** before arranging this.

Waiting Periods & Deferred Cover
Certain changes to **your** policy do not take effect immediately. A waiting period applies to help prevent misuse of cover.

Where a waiting period applies, cover will be limited or unavailable until the waiting period has ended. Cover eligibility is determined by when the **breakdown** occurs, not when it is reported to **us**.

For the first 48 hours from the start date of **your** policy, cover is limited to One Star cover only (Roadside Assistance and Local Recovery up to 10 miles within **the territorial limits (UK)**). This restriction does not apply at renewal where there is no break in cover or to **Short Term European Cover**.

All changes to **your** policy (e.g. upgrades, **vehicle** changes) require a minimum of 48 hours' notice, before cover can be effective.

Misuse of Cover
This policy is designed to provide assistance in the event of unforeseen **breakdowns**. It is not designed as a service to transport **vehicles** to/from a place of purchase, or to replace normal vehicle maintenance.

We reserve the right to decline assistance or cancel the policy if, in **our** reasonable opinion, the pattern of use demonstrates the service is being used in a way that is inconsistent with the purpose of the cover. Such action will not constitute an allegation of fraud. Where cancellation occurs, any unused portion of the premium may be refunded at **our** discretion.

Your claims experience may be taken into consideration before **we** decide to offer renewal of this policy. In some cases, **we** may decline to offer renewal or offer amended terms based on **your claims** history. If **we** have previously declined to renew **your** policy or offered amended terms **you** should not purchase cover with **us** again in the future without obtaining **our** written consent to purchase another policy.

Fraud
If **you**, or any other beneficiary of this **policy** attempts to make a false or exaggerated **claim** or complaint, **we** reserve the right to terminate **your policy**, retain any premiums paid, and discontinue **your** service. **You** may also be responsible for reimbursing **us** for any expenses incurred, including those related to investigating false or exaggerated **claims** or complaints. Additionally, **we** may share information with other organisations or authorities to prevent future fraud or initiate criminal proceedings.

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 either by a separate garage or a **recovery operator** at their premises are provided under a separate contract, which is between **you** and the repairer.

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.

Reclaim Procedure
All benefits may be offered on a pay/claim basis which means that **you** must pay initially and **we** will reimburse **you**. If a benefit is not offered on a pay/claim basis but **you** would prefer to make **your** own arrangements, please notify **our rescue co-ordinator**.

Before paying for any services which **you** intend on reclaiming, 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 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 itemised receipt. Please send copies of any itemised receipt(s) to reimbursements@call-assist.co.uk and **we** will reimburse valid costs once these have been verified/processed by **us**.

When **we** are reimbursing costs settled in a currency other than pound sterling (GBP), payment will be made in accordance with the exchange rate on the date of the **claim**.

Definitions

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

Annual Cover Policy
Policies which renew annually as detailed on **your policy schedule**.

Breakdown
An electrical or mechanical failure, lack of **fuel**, lack of charge, misfuel, flat battery, theft, fire (contained within the engine bay), vandalism or puncture to the **vehicle**, or **accident**, which immediately renders the **vehicle** immobilised or unsafe to drive, provided such failure/event was not reasonably foreseeable prior to commencement of the journey.

Cover applies based on when the **breakdown** occurs, not when it is reported to **us**.

Callout
The deployment of a **recovery operator** to the **vehicle**.

Claim
Each **breakdown** or similar incident resulting in **us** paying **you** or a supplier (or both) for costs covered by this policy.

Continuous Monthly Cover
Policies which renew monthly, as detailed on **your policy schedule**.

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.

Fuel
The energy source used to power a **vehicle**, such as but not limited to Petrol, Diesel and Electricity and Hydrogen.

Home Address
The last known address recorded on **our** system where the **vehicle** is ordinarily kept.

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 appointed to attend the **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.

Short Term European Cover
Non-renewable policies covering a single **trip** to the **territorial limits (Europe)** with a **period of insurance** of 1 month or less, as detailed on **your policy schedule for vehicles** up to 10 years old.

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, 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 is planned to start during the **period of insurance**. The **trip** start date shall be the date of **your** departure from the **territorial limits (UK)** and the **trip** end date shall be the date of **your** intended return to the **territorial limits (UK)**.

Us, We, Our
In respect of administering **your policy** and handling **your claim**: startrescue.co.uk which is a trading style of Call Assist Ltd.

In respect of the liability for indemnities provided by this **policy**: ARAG Legal Expenses Insurance Company Limited.

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.

We will also cover any towed caravan or trailer of a proprietary make which is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length, not including the length of the A-frame and hitch

You, Your
The person named as policyholder in the **policy schedule**

Exclusions & General Conditions

Exclusions
Applying to all sections unless otherwise stated.

This insurance does not cover the following: -

1. The recovery of any caravan/trailer where the total length of the caravan/trailer exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) or where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
2. Any **vehicle** which is not listed on **your policy schedule** as being eligible for **breakdown** cover with **us** unless Personal Cover has been purchased.
3. **Vehicles** over 10 years old at the date this policy incepted for travel in the **territorial limits (Europe)**.
4. **Vehicles** with refrigerated loads, livestock or hazardous chemicals, buses, coaches, minibuses, limousines, **vehicles** with more than ten seats, motorhomes, horseboxes, campervans, agricultural machinery 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.** If the **vehicle** can be repaired at the roadside, **you** will need to pay for any parts supplied and fitted or if **you** do not wish to pay for the parts, **you** will need to pay for the **vehicle** to be recovered.
7. Repair and labour costs other than up to 60 minutes roadside labour at the scene of the **breakdown**.
8. Any costs which were not expressly agreed by **us** prior to being incurred. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively.
9. 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 other consumables when hiring a vehicle.
12. Assistance following driver illness/injury unless Five Star cover has been purchased.

13. Recovery further than 10 miles from the scene of the **breakdown** if **you** have:
    a) added diesel exhaust fluid to the **fuel** or **fuel** to the diesel exhaust fluid.
    b) added the incorrect fluid when topping up fluid levels.
    c) exceeded the **vehicles** recommended fluid levels
14. Assistance following a fire which causes extensive damage and has not been contained within the engine bay. Extensive damage should be reported to **your** motor insurer.
15. The recovery of the **vehicle** and **passengers** beyond the nearest **suitable garage** if repairs can be carried out within the timescales described within this policy, irrespective as to whether **you** have adequate funds for the repair or wish to **claim** under warranty.
16. Emergency Overnight accommodation or alternative travel charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
17. **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, maintaining proper levels of oil and water or where the **breakdown** was the direct result of an issue known to **you** that made continued use of the **vehicle** likely to cause a **breakdown**.
18. 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 able to carry spare wheels or the aerosol repair kit can not repair the puncture.
19. **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.
20. 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.
21. **Breakdowns** caused by overloading the **vehicle** or carrying more **passengers** than it is designed to carry at the time of the **breakdown**.
22. **Claims** not notified and authorised prior to expenses being incurred.
23. 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**.
24. Any damage or loss to the **vehicle** or its contents (including any personal possessions, loads, tools and equipment) caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to the **vehicle** being transported.
25. 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.
26. **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 any loss of earnings, missed appointments, or loss of income.
27. 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 effects as a result of geo-magnetic reversal.
    d) any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
    e) the result of an interplanetary coronal mass ejection.
    f) large scale computer malfunction or malicious cyber activity.
    g) shortages of necessary supplies including, **fuel**, electricity, gas and water.
28. Any false or fraudulent or exaggerated **claims**. **We** reserve the right to repudiate the total **claims** where any aspect has been found to be exaggerated.
29. Any cost incurred as a result of **your** failure to comply with reasonable requests by **us** or the **recovery operator** concerning the assistance being provided.
30. Fines and penalties imposed by courts.
31. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
32. 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**.

33. For **annual cover policies**, **claims** totalling more than £15,000 in any one **period of insurance**. For **continuous monthly cover** policies, **claims** totalling more than £15,000 in any 12 month period.
34. Any cost recoverable under any other insurance policy that **you** may have. **You** agree to assign **our** rights of recovery against any third party for **claims** costs paid by **us** in relation to this policy and **you** shall co-operate with **us** to achieve this where reasonably required.
35. Storage charges unless incurred whilst **we** organise repatriation from the **territorial limits (Europe)**.
36. 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.
37. Any **breakdown** where the **vehicle**:
    a) is dangerous or unlawful to transport; or
    b) cannot safely or lawfully be driven on the public highway; or
    c) is uninsured, SORN or untaxed (unless exempt); or
    d) did not have a valid MOT at the time of the **breakdown** (unless exempt), irrespective as to whether it was being driven to an MOT test centre.
    e) is bearing trade plates or where **we** have reason to believe the **vehicle** has just been imported, bought at auction or is being transported in connection with the motor trade.
38. Transport costs to collect the **vehicle** once it has been inspected or repaired (unless expressly covered under the applicable alternative travel benefit) or recovery of the **vehicles** once it has inspected or repaired.
39. Any cost that would have been incurred if no **claim** had arisen.
40. A request for service following any intentional or wilful damage caused by **you** to the **vehicle**.
41. 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.
42. Any **claim** beyond One Star Cover (Roadside Assistance and Local Recovery up to 10 miles within the **territorial limits (UK))** for the first 48 hours from the start date of the **policy.** This restriction does not apply at renewal where there is no break in cover or to **Short Term European Cover.**
43. Any **breakdown** or **claim** occurring before **your** cover took effect, including during any applicable waiting period, will not be covered, even if the **claim** is reported after cover has commenced. Please note upgrades and changes to existing policies take 48 hours to take effect.
44. **Breakdowns** reported to **us** outside the **Period of Insurance**.
45. Any assistance if an **excess** payable on a **claim** is not paid. 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** occurring within the next 48 hours.

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 £200.
3. Repatriation to the UK within 48 hours of the original **breakdown**, regardless of any pre-arranged bookings or appointments **you** have.
4. Repatriation to the **territorial limits (UK)** if the **vehicle** can be repaired, but **you** do not have adequate funds for the repair.
5. Import duties unrelated to the **vehicle** for example, for items carried in the **vehicle**.
6. All costs relating to a **claim** where a customs officer or any other official finds illegal contents in the **vehicle**.
7. Any claim where the duration of a single **trip** is planned to or subsequently exceeds 90 days.
8. 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

The following conditions apply to all policies.

1. **We** will provide cover if **you** have met all the terms and conditions within this insurance and the information provided to **us**, as far as **you** are aware, is correct.
2. 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 or self service assistance. 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 or policy holder.
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**.
6. **We** will only pay ferry and toll fees within the confines of **the territorial limits (UK)**.
7. 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**.
8. **We** have the right to refuse service and/or cancel **your** policy 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).**
9. 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.
10. 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 **you** reasonable public transport costs for the **passengers** to return 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**.
11. It is **your** responsibility to ensure **you** have sufficient funds to initially pay for the benefits offered by this policy. If funds are not immediately available to **you**, please let **us** know.
12. 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.
13. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
14. The **vehicle** must be registered to and ordinarily kept at an address within Great Britain and Northern Ireland.
15. **Vehicles** must be located within Great Britain and Northern Ireland when cover is purchased and commences.
16. All benefit and **claims** limits specified are inclusive of VAT.
17. **We** are unable to offer cover or process a **claim** if doing so would subject **us** to sanctions, prohibitions, or restrictions under United Nations resolutions. This also applies to any trade or economic sanctions, laws, or regulations of the United Kingdom, European Union, or United States. Should it be determined that **you** are subject to or involved with these sanctions, **we** reserve the right to cancel or void **your** policy.

Administering Your Policy

Changes to Your Policy

You can administer **your** policy by logging in to the online Customer Lounge or by calling **our** Customer Services Team.

All Policies

Change of Contact Details

You can update **your** address, name, email address, or telephone number free of charge.

Policies Under Renewal

Payment for **your** policy renewal will be taken 1 to 2 days before **your** renewal date. **You** will be unable to make changes to **your** policy during this period. Any changes required during this period will need to be made once **your** policy has renewed.

Continuous Monthly Cover Policies

Vehicle or Cover Changes

Should **you** wish to change/add/remove the **vehicle** on cover or upgrade/downgrade **your** cover, **you** will need to cancel **your** current **Continuous Monthly Cover** policy and set up a new policy with the updated details.

Annual Cover Policies

Change of Vehicle

Unless Personal Cover has been purchased, **our** policy only covers the **vehicle** registered on **our** database. **We** may require payment for some **vehicle** changes and **we** reserve the right to refuse to add a **vehicle** which has previously been registered on **your** policy in the same **period of insurance**. There will be no refund due for a **vehicle** removed from cover. **You** can change the **vehicles** up to three times during the **period of insurance**. **We** require a minimum of 48 hours' notice, before cover can be effective.

Adding a Vehicle

You can add a **vehicle** to **your** policy during the **period of insurance**. **We** reserve the right to refuse to add a **vehicle** that has previously been registered on **your** policy within the same **period of insurance**. **We** require a minimum of 48 hours' notice, before cover can be effective.

Downgrading your Level of Cover

Downgrading **your** level of cover is only available at the end of the **period of insurance**.

Removing a Vehicle

You can remove a **vehicle** from **your** policy at the end of the **period of insurance**.

Upgrading Cover

You can upgrade **your** level of cover at any time during the **period of insurance**. **We** require a minimum of 48 hours' notice, before cover can be effective.

Renewing & Cancelling Your Policy

Inviting Renewal – All Policies

We reserve the right to not offer renewal of this policy or offer amended terms. If **we** decline to invite renewal of **your** policy or offer amended terms, **you** should not purchase cover with **us** in the future unless amended terms have been agreed with **us**.

We will notify **you** in advance, before **your** policy is due to expire, of any changes to **your** cover, the renewal premium, and the Terms and Conditions of the policy. The renewal communication will be sent by email to **your** last registered email address.

Annual Cover Policies

We will notify **you** in advance, before **your** policy is due to expire, of any changes to **your** cover, the renewal premium, and the Terms and Conditions of the policy. The renewal communication will be sent by email to **your** last registered email address.

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 by calling **our** Customer Services Department, or changing the settings online within the Customer Lounge.

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.

Payment for **your** renewal including the administration fee, will be taken from the payment card up to 2 days before the policy is due to expire.

Continuous Monthly Cover Policies

Provided the premium is paid, **Continuous Monthly Cover** policies continue until cancelled by either **us** or **you**.

We may change the premium at any time, and **we** will give **you** 21 days' notice of any changes.

Payment for **your** next **period of insurance** will be taken from **your** card up to 2 days before the policy is due to expire.

Automatic Renewal Protection and Continuous Monthly Cover Policies

Your previous year's card payment details will be stored by **our** Secure Payment Provider and processed in accordance with the processes detailed within this wording. If **your** account and/or card details change, **we** may request and receive from **your** bank/card provider, updated details to help continue to provide the services requested. 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** are using someone else's payment card, **you** confirm **you** have explicit consent from the cardholder to use their payment card for the purchase of this insurance policy and all future automatic renewals. It is **your** responsibility to ensure that **you** keep the cardholder up to date with details of all payments due to be debited from their payment card.

Cancellation by You

Annual Cover Policies

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

After The Cooling-Off Period**: You** may cancel **your** policy after the 14 day cooling off period but no refund of premium or arrangement and administration fee is available.

Continuous Monthly Cover Policies

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

After The Initial Cooling-Off Perio**d:** Cancellation after 14 days' of the original policy start date is allowed, but no refund of premium or arrangement and administration fees will be provided. **You** can cancel the policy up to 2 days' prior to the start date of the next **period of insurance**.

Short-Term European Cover

A refund of a premium or arrangement and administration fee is not available.

Cancellation by Us

We have the right to cancel this policy at any time by sending **you** 7 days' written notice to **your** last known **home address** or email. Valid reasons include but are not limited to:

- suspected or proven fraud, exaggeration or misrepresentation;
- where **you** have made more than one **claim** involving a **breakdown** to a **vehicle you** had purchased or collected within the previous 24 hours;
- where **you** have attempted to make more than one **claim** which is not covered by this policy;

- non-payment of premium when due;
- **you** are no longer eligible for cover with **us** or a **vehicle** isn't being used in accordance with the policy wording;
- abusive, threatening, or obstructive behaviour towards **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;
- if **your** policy or its continuation would result in **us** being subject to sanctions, prohibitions, or restrictions under United Nations resolutions, or trade or economic sanctions, laws, or regulations of the United Kingdom, European Union, or United States;
- where **we** previously cancelled **your** policy or declined renewal and asked **you** or persons listed on **your policy schedule** not to obtain a new policy with **us**.

Cancellation on grounds of misuse shall not be treated as an allegation of fraud unless confirmed in writing. Any refund of premium shall be made in accordance with the terms stated in this policy.

For **Annual Cover Policies**, 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 and Arrangement and Administration Fee 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**.

For **Continuous Monthly Cover** policies, where no **claim** has been made, **we** will refund the current month's premium and arrangement and administration fee. If a **claim** has been made or services are used, no refund will be issued.

Cancelling **your** policy will be in addition to any other legal rights **we** may have.

Your Data

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.

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

Both Start Rescue and ARAG 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 Policies

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.

ARAG process **your** personal information in accordance with their Privacy Notice. **You** can find ARAG's Privacy Notice online at www.arag.co.uk/privacy. Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting dataprotection@arag.co.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 being 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** 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 34.

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.

Call Recording

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

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;
- review **your** complaint with impartiality;
- 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** may be entitled to ask The Financial Ombudsman Service to review **your** case. 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 six 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 Ltd. Registered in England and Wales. Registered Company Number 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Call Assist Ltd, Firm Reference Number 304838, is authorised and regulated by the Financial Conduct Authority.

The policy is underwritten by ARAG Legal Expenses Insurance Company Ltd. Registered in England and Wales. Registered Company Number 103274. Registered office address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

ARAG Legal Expenses Insurance Company Ltd, Firm Reference Number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Cover Levels:

One Star	=	Roadside Assistance/Local Recovery up to 10 miles
Two Star	=	Roadside Assistance/Nationwide Recovery
Three Star	=	Roadside & Home Assist, National Recovery
Four Star	=	Roadside Assistance/Nationwide Recovery/Europe
Five Star	=	Roadside Assistance/Nationwide Recovery/Home Assist/Europe/Accident, Theft and Vandalism Cover Plus and Driver Illness or Injury
Personal Cover	=	Available for One, Two and Three Star cover levels only