



START 
RESCUE.CO.UK

LEGAL EXPENSES AND
UNINSURED LOSS RECOVERY
SUMMARY AND POLICY

INTRODUCTION

This policy summary provides key information about the Uninsured Loss Recovery Policy, which you should read. For full terms and conditions of the policy please refer to the policy document that follows this summary. Your policy is provided free of charge for as long as your vehicle is covered by a startrescue.co.uk policy. This scheme is administered by Wisecall Claims Assistance Ltd. Wisecall is authorised and regulated by the Financial Services Authority. Registered in England No. 3711784. The benefits of this policy are underwritten by Alpha Insurance A/S.

TYPES OF INSURANCE / COVER PROVIDED

This policy of insurance provides cover for legal fees and expenses up to the policy limit in respect of claims arising from personal injury or death as a direct result of a road traffic accident & claims for compensation arising out of damage to the insured vehicle caused by a road traffic accident, whilst the insured vehicle is being driven by, or in the custody or control of you, or a named driver.

SIGNIFICANT FEATURES AND BENEFITS

The main features and benefits of this policy are that we will pay legal fees and expenses that have been incurred on your behalf if proceedings or negotiations are unsuccessful.

SIGNIFICANT EXCLUSIONS OR LIMITATIONS

The primary exclusions and limitations under this policy are that we will not cover:

- 1) The pursuit or continued pursuit of claims if we consider:
 - It is unlikely a reasonable settlement will be obtained; or;
 - That an offer received from a third party is a reasonable settlement of your claim, whereupon we shall notify you to that effect, and shall be under no obligation to initiate or continue legal proceedings under this scheme other than implementing, if accepted, the terms of the offer.
- 2) The payment of legal costs and expenses incurred without our prior written authorisation, or in respect of claims arising from incidents which have occurred prior to the commencement of the period of insurance or in respect of a claim reported to us more than 14 days after the insured incident.
- 3) The payment of disbursements incurred for suppliers of services obtained except for those with whom Wisecall have arrangements.
- 4) Legal costs and expenses or other penalties which a Court of Criminal Jurisdiction orders to be paid or in respect of a claim arising from a criminal act committed by you.
- 5) Pursuit of any claim for diminution of value of the insured vehicle arising out of the insured incident.
- 6) The cost of any consulting engineer's report relating to damage to the insured vehicle arising out of the insured incident.
- 7) Claims made or considered against us or to the Criminal Injuries Compensation Authority.
- 8) Payment by us of your travelling expenses, subsistence allowances or compensation for absence from work.
- 9) Legal costs and expenses where at the time of the insured incident you did not hold a current driving licence, were disqualified from driving, the insured vehicle was not roadworthy or was being driven unlawfully or where the insured vehicle was being used for racing, rallies, competition or trials of any kind.
- 10) Legal costs and expenses incurred if you withdraw instructions from the solicitor or withdraw from the legal proceedings without our prior written agreement or where we are satisfied that you have provided false information.
- 11) Legal costs and expenses more specifically insured or any amount you cannot recover from a more specific insurance because the insurer refuses the claim.
- 12) Legal costs and expenses where the third party and their motor insurer remain untraced for 90 days following the accident.
- 13) Loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

DURATION OF COVER

This Legal Expenses Insurance Policy expires on the same day as your current startrescue.co.uk policy, but cannot exceed a 12 month period.

REVIEWING COVER

You should review the cover provided by any policy of insurance annually to ensure it remains adequate for your needs.

YOUR RIGHTS TO CANCEL

You have the right to cancel any policy of insurance within 14 days of the date of issue. Since you have not paid a premium there will be no refund of premium but we will recover from you any payments we have made.

FEES AND CHARGES

Wisecall use a panel of solicitors, this panel is subject to constant review and change. If you wish to receive a list of the current panel of solicitors then this will be provided upon your request through your insurance broker. In the event of a claim that involves an element of personal injury, and such claim is referred to one of Wisecall's panel solicitors, then Wisecall may receive a referral fee from the solicitor. Given Wisecall's current arrangements this fee could range from £100 to £675. In the event of a claim that involves an element of credit hire, and such claim is referred to one of Wisecall's panel hire companies, then Wisecall may receive a referral fee from the hire company. Given Wisecall's current arrangements this fee could range from £75 to £300. In any event, the compensation you receive in your claim will be 100% of the amount paid by the third party and/or their representatives, and is not affected in any way by our arrangements with our panel solicitors or our panel hire companies.

WHAT TO DO IF YOU HAVE A CLAIM UNDER THE POLICY

In the event of a claim please call Wisecall Claims Assistance Ltd on 0845 437 9691. When calling please ensure that you have as many details available as possible, including (if applicable) the third party's name, address, vehicle registration number and insurance details. You should also ensure that you have your own insurance details available.

WHAT TO DO IF YOU HAVE A COMPLAINT

Any complaint regarding your policy or the service you receive should be directed in writing to:

The Claims Manager, Wisecall Claims Assistance Ltd, St. Andrew's House, Riverbank Road, Sunderland, Tyne and Wear, SR5 3JU. Tel: 0845 437 9691.

If you remain dissatisfied, you can ask for your case to be referred to:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

This referral service is additional to your contractual rights under this insurance.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

Wisecall Claims Assistance Ltd are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FCSC.

DEMANDS AND NEEDS

This product meets the demands and needs of insured persons who may require legal advice and legal assistance to recover losses, which are not covered under their motor insurance policy, from someone responsible for causing damage to their vehicle or injury to the insured person.

ABOUT ALPHA INSURANCE A/S

Alpha Insurance A/S is authorised and regulated by the Financial Services Authority (FSA)

Alpha Insurance A/S primarily underwrites general insurance.

Alpha Insurance A/S is also a member of the UK Financial Services Compensation Scheme.

YOUR UNINSURED LOSS RECOVERY POLICY

The benefits under this Policy are underwritten by Alpha Insurance A/S and apply during the Period of Insurance subject always to the terms, conditions and exclusions contained in this Policy and following payment of the Premium. This Policy is effected in and is subject to the Laws of England and Wales. Alpha Insurance A/S is licensed by the FSA Unless We specifically agree in writing, this Insurance is not transferable.

We will provide You with the security of this Policy in return for payment of the Premium. The Schedule and this Policy should be read carefully and should be kept in a safe place.



for and on behalf of BCR Legal Assist Limited Coverholder: BCR Legal Assist Limited, Sovereign House, 1 Albert Place, Finchley, London, N3 1QB.

BCR legal Assist are a coverholder that utilise various underwriters including Alpha Insurance A/S.

BCR Legal Assist Limited is authorised and regulated by the Financial Services Authority, registration number 423162.

1. MEANING OF WORDS

Wherever the following words and phrases (shown here in **BOLD**) appear in this Policy they will always have these meanings:

THE PRIVATE MOTOR INSURANCE: The motor insurance policy issued to the person who has taken out this Policy.

WE, OUR or US: Alpha Insurance A/S and/or Wisecall Claims Assistance Ltd acting at all times as their agent.

INSURED PERSON or YOU/YOUR: The person named on the Certificate of Motor Insurance covering the Insured vehicle, any person driving the insured vehicle with the insured consent and in the event of death, the Legal Representative.

INSURED VEHICLE: The private motor vehicle covered under Your startrescue.co.uk policy.

GEOGRAPHICAL LIMITS: Great Britain, Northern Ireland and the Channel Islands.

PERIOD OF INSURANCE: This Policy expires on the same day as The Private Motor Insurance and cannot exceed a 12 month period.

POLICYHOLDER: The person who has taken out the startrescue.co.uk policy and to whom this legal expenses insurance policy is provided.

PREMIUM: The consideration paid by or on behalf of the Policyholder.

INSURED INCIDENT: A Road Traffic Accident involving the Insured Vehicle within the Geographical Limits during the Period of Insurance, which we consider was caused more by the negligence of a Third Party than by You.

ROAD TRAFFIC ACCIDENT: A collision between two or more motor vehicles on a road within the meaning of the Road Traffic Act Section 192. The Road Traffic Act Section 192 defines a "road" as follows: **ROAD**, in relation to England and Wales, means any highway and any other road to which the public has access, and includes bridges over which a road passes. Certain carparks are also defined as a 'road' within the meaning of the Road Traffic Act Section 192.

POLICY LIMIT: £50,000 (inclusive of Value Added Tax) in total for all Insured Persons in connection with any one event giving rise to a claim.

THIRD PARTY: The party driving or otherwise in control of or responsible for, the other or one of the other motor vehicles involved in a Road Traffic Accident.

YOUR SOLICITOR: The solicitor and/or claims handler instructed by You or on Your behalf to pursue Your claim against a Third Party.

2. LEGAL EXPENSES

WHAT IS COVERED:

2.1 The legal expenses reasonably incurred by Your Solicitor in relation to pursuit of a civil claim for damages (including the institution of legal proceedings) in connection with:

- i) claims for compensation arising out of damage to the Insured Vehicle caused by an Insured Incident, whilst the Insured Vehicle is being driven by, or in the custody or control of, You or a named driver under The Private Motor Insurance, and which is not recoverable under any more specific contract of insurance covering the Insured Vehicle;

- ii) claims arising from Your personal injury or death as a direct result of an Insured Incident.

SUBJECT TO the cause of the action arising within and being subject to the jurisdiction of a Court within the Geographical Limits. During these proceedings We will pay the reasonable legal fees, expenses and costs, to the extent that they are unrecovered from the Third Party (after using all reasonable efforts), up to the Policy Limit. We will pay these if the proceedings are unsuccessful, including any Third Party costs You are ordered to pay, up to the Policy Limit.

WHAT IS NOT COVERED:

Legal costs and expenses: -

- a) if We consider:
 - it is unlikely a reasonable settlement will be obtained; or
 - that an offer received from a Third Party is a reasonable settlement of Your claim, whereupon We shall notify You to that effect, and shall be under no obligation to initiate or continue legal proceedings under this Policy other than the implementing, if accepted, of the terms of the offer.
- b) incurred without Our prior written authorisation.
- c) in respect of a claim made or arising from incidents which have occurred prior to the commencement of the Period of Insurance.
- d) in respect of a claim reported to Us more than 14 days after occurrence of the accident from which the claim arises.
- e) in respect of a claim made or considered against Us or another Insured Person.
- f) if You withdraw instructions from Your Solicitor or withdraw from the legal proceedings without Our prior written agreement.
- g) if You unreasonably instruct Your Solicitor to discontinue the legal proceedings or Your Solicitor refuses for good reason to continue to act for You.
- h) if You fail to give all reasonable assistance to Us or Your Solicitor in the conduct of the proceedings or if You do not act in the accordance with the advice given by Us or Your Solicitor where You are responsible for anything which in Our reasonable opinion prejudices Your case.
- j) more specifically insured or any amount You cannot recover from a more specific insurance because the insurer refuses the claim or the claim exceeds the limit of indemnity under that policy.
- k) or other penalties which a Court of Criminal Jurisdiction orders to be paid.
- l) incurred as a result of the defence of any claim without our prior authorisation.
- m) incurred in pursuing an application for a judicial review or appeal.
- n) incurred in pursuit of any claim for diminution of value of the Insured Vehicle arising out of the Insured Incident.
- o) in the form of disbursements incurred by You or on Your behalf for suppliers of services obtained except for those with whom Wisecall have arrangements.
- p) in respect of a consulting engineer's report relating to damage to the Insured Vehicle arising out of the Insured Incident.
- q) where Your motor insurers are entitled to repudiate the Private Motor Insurance or refuse indemnity for any reason.

- r) where at the time of the Accident You did not hold a current driving licence or were disqualified from driving.
- s) where the Insured Vehicle was not roadworthy or was otherwise being driven unlawfully.
- t) where the Insured Vehicle was being used for racing, rallies, competition or trials of any kind.
- u) where the Third Party and their motor insurer remain untraced for 90 days following the Insured Incident.
- v) in respect of claims to the Criminal Injuries Compensation Authority.
- w) where the claim falls within the Small Claims Track limit of the County Courts of England and Wales or such other equivalent as may be substituted or as is appropriate for the Court having jurisdiction for the claim.
- x) where We are satisfied that You have provided false and/or fraudulent information to Us or to Your Solicitor.
- y) in respect of a claim arising from a criminal act committed by You.

IN ADDITION, WE WILL NOT COVER

- a) Your travelling expenses, subsistence allowances or compensation for absence from work.
- b) loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

3. SPECIFIC CONDITIONS

- 3.1 You must tell Us in writing as soon as reasonably possible about any incident which could result in or affect a claim being made under the Policy.
- 3.2 You must:-
 - give proper instructions to Us, and provide Us with information at Your expense.
 - not do anything which in Our opinion may prejudice Your case.
- 3.3 We must be advised of any other legal expenses insurance which would cover an action for which We provide indemnity and in such event We will only pay a proportion of the legal costs and expenses.
- 3.4 We shall have complete control over the legal proceedings and shall choose a solicitor to act on Your behalf. You must accept Our choice up to the time when legal proceedings are to be commenced.
- 3.5 Unless You are acting with Our prior written authorisation We will not be bound by any promise or undertaking given by You to Your Solicitor.

- 3.6 You must authorise and instruct the solicitor to make payment to us out of any sums recovered in respect of payments for which we have incurred liability under this policy.

4. DISBURSMENT

Your Solicitors shall use Wisecall's approved suppliers for disbursements incurred in connection with the pursuit of Your claim.

5. GENERAL CONDITIONS

5.1 Observance

The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability to make any payment under this Policy.

5.2 Subrogation

We may at Our own expense take proceedings in Your name to recover compensation or secure an indemnity from any Third Party in respect of any payment made or liability incurred by us under this Policy and any amount so recovered or secured shall belong to Us.

5.3 Disputes

If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown in the Complaints Procedure. Using this service will not affect Your legal rights.

5.4 Misrepresentation

If any misrepresentation or concealment shall be made by You or on Your behalf in support of any claim hereunder, this Policy shall become void and the premium in respect thereof shall be forfeited and You will pay Us forthwith any payment made or liability incurred by us under this Policy.

5.5 Cancellation

We may cancel this insurance at any time by providing 14 days notice in writing to the Policyholder at his/her last known address.

5.6 Jurisdiction

This Policy is subject to the Laws of England and Wales.

6. COMPLAINTS PROCEDURE

If you have a complaint over the conduct of your claim you should contact:

The Claims Manager, Wisecall Claims Assistance Ltd, St. Andrew's House, Riverbank Road, Sunderland, Tyne and Wear, SR5 3JU.
Tel: 0845 873 5500.

Should You remain dissatisfied, You can ask for Your case to be referred to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. This referral service is additional to Your contractual rights under this Insurance.

7. MAKING A CLAIM

In the event of a claim please call Wisecall Claims Assistance Ltd on 0845 437 9691. When calling please ensure that you have as many details available as possible, including (if applicable) the third party's name, address, vehicle registration number and insurance details. You should also ensure that you have your own insurance details available. If after receiving a claim We decide that a reasonable settlement is unlikely to be obtained or Your interests are better served by another course of action, then We will advise You of Our reasons. We will not be bound to pay any Legal Costs and Expenses until the claim has been accepted by Us in writing.

8. DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the Policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Wisecall Claims Assistance Ltd should be directed to Data Protection Unit, Wisecall Claims Assistance Ltd, St. Andrew's House, Riverbank Road, Sunderland, Tyne and Wear, SR5 3JU.

Enquiries in relation to data held by Alpha Insurance A/S should be directed to Data Protection, Alpha Insurance A/S, Amaliegade 12 St, Dk-1256 Copenhagen, Denmark.

9. MINISTRY OF JUSTICE

Wisecall Claims Assistance Ltd is regulated by the Ministry Of Justice in respect of regulated claims management activities. Authorisation No. CRM2271