

START 
RESCUE.CO.UK

BREAKDOWN REPAIR
INSURANCE TERMS
AND CONDITIONS

UNDERWRITTEN BY: PINNACLE INSURANCE PLC

Head and Registered Office
Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX
United Kingdom

Company Registered Number: 1007798
Group Policy Number: 02316

Date of Policy: 1st November 2013

STARTRESCUE.CO.UK BREAKDOWN REPAIR INSURANCE TERMS AND CONDITIONS

Pinnacle Insurance plc is delighted to welcome you as a Breakdown Repair Insurance customer. This policy is provided by startrescue.co.uk and underwritten by Pinnacle Insurance plc and will be in force for the period of insurance and is subject to the terms and conditions set out below.

This policy explains:

- your cover;
- any exclusions;
- how to contact startrescue.co.uk Warranty Claims to make a claim; and
- how to contact startrescue.co.uk for any other reason.

Pinnacle Insurance plc strongly recommends that you read your policy to understand the full terms and conditions and keep it in a safe place.

1. CONTACT DETAILS

For sales, general policy queries, amendments, cancellations and complaints:

Please contact your policy administrator at:

Customer Services, startrescue.co.uk
c/o Call Assist Limited
Axis Court, North Station Road, Colchester CO1 1UX

Telephone: 01206 655 000

Or, log on to: www.startrescue.co.uk

For claims enquiries and claims complaints:

Please contact:
startrescue.co.uk Warranty Claims
c/o Warranty Direct Limited
Floor 4, Fountain House,
2 Queens Walk, Reading RG1 7QF

Telephone: 0333 320 2495

2. DEFINITIONS

This **policy** uses words and phrases that have specific meanings. **You** will find these explained in this Section. Defined words are shown in “**bold**” wherever they appear throughout this **policy**.

The singular shall include the plural and vice versa. Within this **policy**, headings are only included to help **you** and do not form part of the insurance contract;

“**breakdown cover**” means a separate roadside assistance which must run alongside **your Breakdown Repair Insurance policy** and which will pay for initial assistance should the **insured vehicle** breakdown;

“**insured part(s)**” means all components of the **insured vehicle** which are listed in Section 4 under “what is covered?” and not listed under “What is not covered?”;

“**insured vehicle**” means the vehicle that is defined on the **policy schedule** that is attached to **your Breakdown Repair Insurance policy**;

“**mechanical or electrical failure**” means the sudden and unforeseen failure of any mechanical **insured part** or the sudden and unforeseen failure of any electrical **insured part**;

“**period of insurance**” means the period between the **start date** and the next renewal (or termination) date of **your breakdown cover**. Please refer to **your policy schedule** for details of the **period of insurance** that applies to **you**;

“**Pinnacle Insurance plc**” means Pinnacle Insurance plc (company number 1007798) which has its registered office at Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority;

“**policy**” means the terms and conditions set out in this document;

“**policy schedule**” means the document sent to **you** which sets out the details of **your** cover;

“**premium(s)**” means the single sum payable by **you** at or prior to the **start date** for insurance cover under this **policy**;

“**start date**” means the date shown on the **policy schedule**;

“**startrescue.co.uk/we/us/our**” means the administration provider for general **policy** enquiries, amendments, cancellations or complaints on behalf of **Pinnacle Insurance plc**. **startrescue.co.uk** is a trading style of Call Assist Limited (Company Number 03668383) which has its registered office at Axis Court, North Station Road, Colchester CO1 1UX. Call Assist Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 304838);

“**startrescue.co.uk Warranty Claims**” means the administration provider for claims enquiries and complaints on behalf of **Pinnacle Insurance plc**;

“**United Kingdom (UK)**” means England, Scotland, Wales, and Northern Ireland;

“**vehicle rescue operator**” means the breakdown/rescue operative instructed under **your breakdown cover** to attend the **insured vehicle**;

“**wear and tear**” means the loss of an **insured part's** ability to function as it was designed to do by the manufacturer due solely to time and mileage in operation. Symptoms of **wear and tear** may include, but are not limited to, noisy operation, vibration, increased consumption of fuel and oil and gradual deterioration in performance;

“**you/your**” means the insured person who has been accepted for insurance cover under this **policy** as shown on the **policy schedule**;

3. ELIGIBILITY

Your vehicle can only be considered as the **insured vehicle** under this **policy** if it:

- (a) is less than 10 years old at the **start date**;
- (b) has covered less than 100,000 miles at the **start date**
- (c) is a United Kingdom registered used car, car derived van or light commercial vehicle (LCV) weighing less than 3,500 kg Gross Vehicle Weight (GVW). This does not include scooters, motorcycles, buses, coaches, LCVs greater than 3,500 kg GVW, trucks, heavy goods vehicles (HGVs) or taxis;
- (d) has been serviced within the 12 month period prior to the **start date**; and
- (e) is taxed, insured and has a valid MOT test certificate in accordance with United Kingdom law and maintained in a safe and roadworthy condition and serviced in line with the manufacturer's recommendations during the **period of insurance**.

You must also have startrescue.co.uk breakdown cover in relation to the **insured vehicle** throughout the term of this **policy**.

4. WHAT IS COVERED?

Breakdown Repair Insurance provides for the cost of repair of the following **insured parts** following their **mechanical** or **electrical failure** for which **you** have received assistance under the terms of **your breakdown cover**:

WHAT IS COVERED	WHAT IS NOT COVERED
The Engine	Exhaust systems
Engine Cooling System	Failures due to freezing, corrosion and erosion..
Fuel System	Failures due to incorrect or contaminated fuel, internal blockage, adjustments and failure to meet current emission legislation
Clutch	Worn-out friction materials, surfaces and release bearing
Gearbox	
Differential and Drive Line	
Steering	
Suspension	Wheels and tyres
Braking System	Worn-out friction materials and surfaces, brake discs, brake pads, or brake shoes
Electrical System	Audio, audio-visual, satellite navigation equipment, aerials, batteries, sun roof motors and mechanisms, folding roof motors and mechanisms, window mechanisms (electrical and mechanical), door lock mechanisms (electrical and mechanical), ignition lock and barrel, lamps, bulbs, faulty connections, speedometer, odometer or fuel gauge
Housings and Casings These are only covered if they are damaged by the failure of an insured part	Any other damage caused to housing and casings such as accident or impact damage
Working materials The cost of replacing working materials such as oils, filters, and antifreeze are included only when they are replaced as part of a repair that is carried out, the cost of which forms part of a valid claim and their replacement is requested at the time authorisation is sought	Replacement of working materials under any other circumstances

4. WHAT IS COVERED? Continued

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Other parts that are covered Air conditioning compressor, front windscreen wiper linkage</p>	<p>Other parts that are not covered Any parts not specifically listed under “what is covered” including but not limited to all body parts, roof frames, glass or non-glass windows and frames, paint, upholstery, folding roof fabric, trim, and cosmetic finishes. Any equipment that is not fitted as standard by the manufacturer at the time of production, other air conditioning components, car phones, locks and keys</p>

IMPORTANT NOTES: Cover is against the cost of repair or replacement of an **insured part** or parts of the **insured vehicle** where such repair or replacement is necessitated because of a **mechanical or electrical failure** of such **insured part(s)**.

(a) In order for **your** cover to apply, the **insured vehicle** must as a result of the breakdown or failure:

1. have been attended by a **vehicle rescue operator**; and
2. need the repair or replacement of the **insured part(s)** to enable the journey to be resumed or, if applicable, commenced safely.

(b) **Limitations**

This cover is limited to:

1. a claim limit of £500 (including VAT) per paid claim, subject to a £25 excess (maximum amount payable per claim £475.00 (including VAT)); and
2. five paid claims per **period of insurance**.

5. WHERE YOUR VEHICLE IS COVERED?

Your vehicle is covered in the **United Kingdom** for breakdowns as the result of **mechanical or electrical failures** only.

6. REPAIRS

A **vehicle rescue operator**, will, in most cases, try to carry out the work at the roadside. When repairs are not possible at the roadside the vehicle will either be taken to the **vehicle rescue operator's** own repair facilities or, if suitable facilities are not available, a VAT registered garage of **your** choice.

7. IF YOU CHANGE YOUR VEHICLE DURING THE PERIOD OF INSURANCE

- (a) **You** must inform **us** before **you** intend to change **your insured vehicle**.
- (b) **You** will not be able to make a claim for 14 days after the date on which **you** have notified **us** of a change of **insured vehicle** (i.e. **you** cannot claim until day 15). Cover cannot be transferred on the sale of **your** vehicle to the new owner.
- (c) **We** reserve the right not to re-register any vehicle that has been previously registered by **you** under this cover. In addition, **we** may charge **you** an administration fee of £15 where **you** have asked for more than three **insured vehicle** changes throughout the term of this **policy**.
- (d) **You** cannot suspend **your** Breakdown Repair Insurance.

To contact **us**, please use the details as set out in Section 1 of this **policy**.

8. WHEN YOU WILL NOT BE COVERED?

Cover does not include the following:

(a) First 14 days of cover and the 14 days following the date of change of **your insured vehicle**.

(b) **Excluded risks:**

1. the cost of repairing faults or damage caused by:
 - (a) accident damage, theft, vandalism or water ingress; and
 - (b) any specific exclusions listed in Section 4 of this **policy**;
2. use of the **insured vehicle** in any sort of competition, rallies or racing of any kind;
3. any liability for bodily injury, death, or damage to other persons or other property; or
4. any costs that are indirectly caused by the event which led to **your claim**, unless specifically stated in this **policy**;
5. any loss or damage to the **insured vehicle** due to any type of fraud, misuse or any act or omission by **you** which is wilful, unlawful or negligent;
6. the cost of any loss or damage which is recoverable under any other warranty or insurance policy **you** may have in place, unless the cover provided by that policy has been exhausted; and
7. the cost of repairs relating to damage caused by **you** or someone else not authorised to carry out a repair.

(c) **Design faults**

The cost of repairs needed due to a fault arising from design or manufacture which has been identified by the manufacturer.

(d) **Excess**

You are responsible for paying the first £25 of each claim.

(e) **Specific exclusions under Breakdown Repair Insurance**

1. **mechanical or electrical failures** (breakdowns) occurring prior to the purchase of this cover;
2. defects which in the opinion of an independent qualified motor engineer instructed by **us** were present prior to the commencement of the journey during which **you** required assistance;
3. any defects reported to the **vehicle rescue operator**, that are not connected to the initial cause of breakdown;
4. modifications and/or alterations to manufacturer's original specification;
5. any other defects identified by the **vehicle rescue operator** and/or repairer that are not connected to the initial cause of the breakdown;
6. any defects due to **your** failure to maintain the **insured vehicle** to manufacturer's specification, including cambelt failure and any other indirect damage when it cannot be established that the cambelt has been changed in accordance with the manufacturer's recommendations;
7. **wear and tear** of the **insured part** that has not suffered **mechanical or electrical failure** is not covered;

8. items referred to in the table in Section 4 under the heading "What is not covered?";
9. routine adjustments, phasing and calibration, internal blockage of fuel systems by contamination, failures due to incorrect or contaminated fuel, and failure to meet current emission legislation;
10. any loss where the odometer has been tampered with, altered or disconnected;
11. the VAT content of a claim will not be paid if **you** are VAT registered;
12. any provision for the cost of a replacement car at the time of the breakdown other than those benefits available under **your breakdown cover**; and
13. storage charges for the **insured vehicle**.

9. RENEWAL

We may contact **you** before **your** cover ends and tell **you** of any changes to price and conditions if we offer **you** the opportunity to renew **your** cover.

Your breakdown repair insurance must run concurrently with **your startrescue.co.uk** breakdown cover.

10. YOUR RIGHT TO CANCEL

- (a) Within the "cooling off period" - if **you** decide **you** do not want **your** insurance and wish to cancel **your policy**, **you** can do so within 14 days (the "cooling off period") of the **start date** or the date **you** receive the **policy** documents, whichever is later. We will return any premium(s) that **you** have paid under this **policy**.
- (b) Outside the "cooling off" period - if **you** cancel outside the initial 14 day "cooling off period", in view of the small amount of **premium** and the immediate risk that **Pinnacle Insurance plc** accepts, no refund is payable.
- (c) All cancellation requests should be made to us using the contact details as set out in Section 1 of this **policy**.

11. OUR RIGHT TO CANCEL

- (a) Cover may be cancelled by **us** immediately:
 1. where **you** deliberately tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this **policy**, or when amending **your policy** (or **we** can demonstrate from the relevant circumstances that **you** did not take reasonable care to ensure the statements **you** made to **us** were true);
 2. where **you** unintentionally tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this **policy** or apply to vary **your** cover which, if correctly answered, would have caused **us** to decline **you** for cover;
 3. where there is evidence of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this **policy**;
 4. where necessary to comply with any applicable laws or regulations; or
 5. if the **insured vehicle** is not eligible for cover under Section 3 in this **policy**;

If **your policy** is cancelled as a result of Section 11 (a) 1 or 3, **we** will not return any **premiums** **you** have paid under this **policy**.

If **your policy** is cancelled as a result of Section 11 (a) 2 or 5, **we** will return any **premiums** **you** have paid under this **policy** provided no claim has been made under the terms of this **policy**.

If **your policy** is cancelled as a result of Section 11 (a) 4, **we** will return any **premiums you** have paid on a pro-rata basis provided no claim has been made under the terms of this **policy**.

- (b) Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where Section 11 (a) 1, 2, 3 or 5 applies.
- (c) Cancellation of **your policy** will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 11 (a) 1, 2, 3 or 5 applies.

12. PREMIUMS

- (a) **You** will pay the **premium** and, subject to the terms and conditions of the **policy**, be covered for the **period of insurance** as shown in **your policy schedule**.
- (b) **You** must pay the **premium** on or before the start of the **period of insurance** for this **policy** to remain valid.

13. TERMS AND CONDITIONS

- (a) **Pinnacle Insurance plc** may vary or waive **your** terms and conditions to:
 - 1. improve **your** cover;
 - 2. comply with any applicable laws or regulations;
 - 3. correct any typographical or formatting errors that may occur.
 - 4. **You** will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this **policy** unless the change is due to legislative or regulatory requirements. If **your** cover is changed due to legislative or regulatory changes which are outside **Pinnacle Insurance plc's** control, then it may not be able to give **you** 30 days' notice.
- (b) If **your** terms and conditions are varied or waived and **you** do not wish to continue **your** cover **you** can cancel as set out in Section 10 "Your right to cancel".

14. WHEN DOES THIS INSURANCE END?

This **policy** and all benefits will automatically end on the earliest to occur of the following:

- (a) the expiry of 12 months from the **start date**;
- (b) the date **you, we** or **Pinnacle Insurance plc** cancel **your** insurance as set out under the terms of this **policy**; or
- (c) the date **your startrescue.co.uk breakdown cover** ends (unless both **breakdown cover** and Breakdown Repair Insurance are renewed).

15. CLAIMS

Depending on the fault, the **vehicle rescue operator** that attends the breakdown may:

- (a) be able to repair the fault at the roadside. **You** are responsible for paying the **vehicle rescue operator** at the roadside and then reclaim the payment less the £25 claim excess from **startrescue.co.uk Warranty Claims**; or
- (b) not be able to repair the fault at the roadside and the **insured vehicle** will be taken to a VAT registered garage by the **vehicle rescue operator**. If the **insured vehicle** is taken to a VAT registered garage for repair:
 1. **you** must ask the repairer to diagnose the fault and the cost of repair, detailing parts and labour charges; and
 2. the repairer must phone **startrescue.co.uk Warranty Claims** with the details of the fault and the cost of repair on 0333 320 2495 and obtain a claim authority number. Please leave with the repairer:
 - the **insured vehicle's** make, model and registration number; and
 - the current mileage.

Depending on the nature of the failure, **startrescue.co.uk Warranty Claims** may authorise repairs immediately, investigate the claim further or appoint an independent assessor to inspect the **insured vehicle**.

Additionally **startrescue.co.uk Warranty Claims** may require service history details (including any invoices) from the **start date** of **your** cover, so it is advisable to keep a copy of the service history in the **insured vehicle**. If **your** chosen repairer is:

3. able to deal directly with **startrescue.co.uk Warranty Claims**, **you** will be required to pay the £25 claim excess to the repairer. The repairer will reclaim the balance of the claim costs directly from **startrescue.co.uk Warranty Claims**.
4. not able to deal directly with **startrescue.co.uk Warranty Claims**, **you** must:
 - (a) pay the repairer in full; and
 - (b) send the fully itemised invoice, displaying the authority number to **startrescue.co.uk Warranty Claims** to reclaim **your** payment less the £25 claim excess.

Please use the contact details as set out in Section 1 of this **policy**.

IMPORTANT: All repair invoices for settlement must be received by **startrescue.co.uk Warranty Claims** within six weeks of the date on which a **vehicle rescue operator** attended the initial breakdown. Failure to do so may delay payment and **startrescue.co.uk Warranty Claims** may need to ask **you** for further information in order to verify **your** claim. Storage charges for the **insured vehicle** are not covered under **your policy**.

16. GENERAL CONDITIONS

- (a) **You** and any authorised driver must be insured and licensed according to UK law to drive the **insured vehicle**.
- (b) This cover is limited to the **insured vehicle** described in the **policy schedule**. In accordance with Section 7, whilst a change to the **insured vehicle** will usually be recorded without cost to **you**, charges may be made if **you** request, and if **we** accept a change to the **insured vehicle** more than three times in a policy year. **You** will not be able to make a claim for 14 days after **you** have notified **us** of the change to the **insured vehicle**.
- (c) If **you** have a right of action against a third party **you** will co-operate with **startrescue.co.uk Warranty Claims** to recover any costs incurred by **startrescue.co.uk Warranty Claims** on **your** behalf. If **you** are covered by any other insurance **policy** for any costs incurred by **startrescue.co.uk Warranty Claims**, **you** will claim these costs and reimburse **startrescue.co.uk Warranty Claims**.

- (d) 1. If **we** make any claim payments as a result of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf), then:
- (a) **we** may stop making further payments and may seek to recover from **you** any sums paid by **us** in respect of any dishonest claim,
 - (b) **we** may terminate the contract with effect from the time of the behaviour which may affect other claims; and
 - (c) if **we** terminate the contract, **we** may refuse to pay any claims occurring after the time of the dishonest claim.
2. If **we** terminate the contract under this section, **we** will not return any of the premiums paid by **you**.
3. These provisions will not affect any valid claim occurring before the dishonest claim.
- (e) **You** must respond honestly to any request for information **we** make when **you** take out cover under this **policy**, or apply to amend **your** cover under this **policy**. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your policy**, any claims previously paid by **us**, and whether **you** can make any subsequent claim.
- (f) This insurance shall not acquire a surrender value.
- (g) This policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless you live in Scotland, Northern Ireland, in which case you will be entitled to commence legal proceedings in your local courts.
- (h) To help provide a quality service, your telephone calls may be recorded for training purposes.
- (i) **Pinnacle Insurance plc** will use the English language in all documents and communications relating to this **policy**.
- (j) **Pinnacle Insurance plc** is covered by the Financial Services Compensation Scheme (FSCS). If **Pinnacle Insurance plc** is unable to meet its liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk
- (k) **Pinnacle Insurance plc** has a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

17. ENQUIRIES AND COMPLAINTS

Step 1: Please use the contact details as set out in Section 1 of this **policy**.

Step 2: Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** have the right to refer **your** complaint to:

The Financial Ombudsman Service,
Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

This procedure will not prejudice **your** right to take legal proceedings. However please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

Full complaints/appeals process is available from **us** by logging on to: www.startrescue.co.uk

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