



European Motor Assistance Gold

Policy No: TS0/5504887

Period of insurance

from:

to:

Important Information

This is your European Motor Assistance Gold policy – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as you will need to refer to it in the event of a breakdown or accident.

- 24 hour helpline service
- Roadside assistance
- Roadside repairs
- Recovery service
- Get-you-to-your-destination service
- Message relay
- Home start

In the event of a breakdown in the UK, call our Motor Assistance helpline on

0800 917 5506

If elsewhere in Europe, call our Motor Assistance helpline on

0044 117 934 0494

www.das.co.uk

WELCOME TO EUROPEAN MOTOR ASSISTANCE GOLD

Thank **you** for taking out a DAS European Motor Assistance Gold policy.

To make sure **you** get the most from **your** DAS cover, please take time to read the policy. It explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

How we can help

We are here to help **you** 24 hours a day, 365 days a year.

In the event of a **breakdown** in the UK, call **our** Motor Assistance helpline on **0800 917 5506** or **0044 117 934 0494** if calling from elsewhere in Europe and provide the following information:

- Policyholder's name.
- Registration number of the **vehicle**.
- Make, model and colour of the **vehicle**.
- Nature of the **breakdown** and location of the **vehicle**.

A Motor Assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** Motor Assistance centre as soon as possible after the **breakdown**. **We** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

If **your vehicle** cannot be repaired within an hour at the scene of the **breakdown**, **we** can arrange for the **vehicle** and **insured person(s)** to be taken to a suitable repairer or, provided it is nearer, **your** home address. If the **vehicle** cannot be repaired the same day as the **breakdown**, **we** will pay for one of the following:

- transporting **you** and **your vehicle** to a destination within the **territorial limit**; or
- the hire of a vehicle so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes.

When we cannot help

Our approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below.

Alternatively **you** can telephone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England and Wales, number 103274
Website: www.das.co.uk

If **you** are still not happy, **you** can contact the Financial Ombudsman Service at:
South Quay Plaza, 183 Marsh Wall, London E14 9SR.
You can also contact them on 0845 080 1800.
Website: www.financial-ombudsman.org.uk

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

THE MEANING OF WORDS IN THIS POLICY

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

Insured person

You, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the **breakdown**.

Vehicle

The **vehicle** declared to **us**. Cover extends to include any caravan or trailer attached to the **vehicle** at the time of the **breakdown**.

The **vehicle**, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide.

Any caravan or trailer attached to the **vehicle** must not exceed 7.6 metres (25 feet) in length.

Territorial limit

Sub-Section A

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Sub-Section B

The European Union, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) but excluding countries listed under Sub-Section A above.

Breakdown

- (1) Mechanical or electrical failure; or
- (2) accidental damage, or damage caused by vandalism, fire, theft or attempted theft;

which stops **your vehicle** moving.

Period of cover

The period for which **we** have agreed to cover **you**.

COVER

You are covered for the assistance services in this policy for a maximum of six **breakdowns** during the **period of cover** if **you** have paid **your** premium. **We** agree to provide the assistance services in this policy keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of cover** and within the **territorial limit**.

After **we** have dealt with **your** sixth **breakdown**, **your** policy becomes void. In such circumstances or if the service **you** require is not provided for under the terms of this policy, **we** will try if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

ASSISTANCE SERVICES UNDER THIS POLICY SUB-SECTION A – UNITED KINGDOM COVER

1 Emergency roadside repairs and home breakdown

We will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents to attend the scene of the **breakdown**, and where possible, carry out emergency repairs.

2 Vehicle recovery

If **your vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a single destination, being either:

- (a) a suitable repairer; or
- (b) if the **insured person** wishes, their home address, provided it is nearer.

3 Getting you to your destination

If **your vehicle** cannot be repaired on the same day as the **breakdown**, **we** will either:

- (a) pay the cost of transporting **your vehicle** or **insured person(s)** or both to a destination(s) within the **territorial limit** provided that the **insured person(s)** are transported to the same destination; or

(b) arrange and pay the cost of hiring a category A vehicle to allow the **insured person(s)** to continue their journey to a destination within the **territorial limit**.

(c) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £300 for any one **breakdown**.

You must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £300 limit for any one **breakdown**. **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

At all times **we** decide on the best way of providing help.

4 Emergency message service

When **you** claim for any of the services detailed in 1, 2 and 3 above **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

ASSISTANCE SERVICES UNDER THIS POLICY SUB-SECTION B – EUROPEAN COVER

1 Emergency roadside repairs

We will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents to attend the scene of the **breakdown**, and where possible, carry out emergency repairs.

2 Vehicle recovery

If **your vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a suitable repairer.

3 Getting you to your destination

If **your vehicle** cannot be repaired on the same day as the **breakdown**, **we** will either:

(a) pay the cost of transporting **your vehicle** or **insured person(s)** or both to a destination(s), within the **territorial limit**, up to the value of the **vehicle** provided that the **insured person(s)** are transported to the same destination; or

(b) arrange and pay the cost of hiring a replacement vehicle, but the most **we** will pay for any one claim is £750 and any replacement vehicle provided on the European mainland must remain within the **territorial limit** or the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands; or

(c) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £500 for any one **breakdown**.

You must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £500 limit for any one **breakdown**. **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

At all times **we** decide on the best way of providing help. The most **we** will pay for all claims arising from any one **breakdown** is £3,000.

4 Emergency message service

When **you** claim for any of the services detailed in 1, 2 and 3 above **we** will forward a message to a member of **your** family, friends or work colleague if **you** would like this.

WHAT YOU ARE NOT COVERED FOR

- 1 The **breakdown** of **your vehicle**:
 - within the first 48 hours from the date of **your** application if cover is taken out separately from any other agreement; or
 - if it has knowingly been driven in an unsafe or unroadworthy condition; or
 - which has resulted from lack of oil, fuel or water; or
 - which occurs while **your vehicle** is being used for motor racing, trials or rallying or for hire or reward.
- 2 The cost of:
 - storage charges, **you** will be responsible for any **vehicle** storage charges incurred when **you** are using **our** services; or
 - spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**; or
 - any other repairs except those at the scene of the **breakdown**; or
 - replacing a wheel if **your vehicle** does not have a serviceable spare wheel; or
 - replacing broken windows or keys or finding missing keys; or
 - ferry crossings (under sub-section A), parking charges, fines or toll charges.
- 3 Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.
- 4 Any costs incurred before **you** have notified **us** of the **breakdown**.
- 5 Any **vehicle** which cannot be recovered by a standard trailer or transporter.
- 6 The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.
- 7 **Breakdowns** caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 8 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third-party rights or interests.
- 9 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

CONDITIONS

- 1 An **insured person** must keep to the terms and conditions of this policy.
- 2 At all times during the **period of cover**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.
- 3 **We** can cancel this policy at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the **period of cover**.

You can cancel this policy at any time.

If the policy is cancelled because **we** have covered **you** for six **breakdowns** in the **period of cover**, **we** will not refund any premium **you** have paid.

- 4 An **insured person** must be present with the **vehicle** when the approved agent arrives.
- 5 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
- 6 The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.
- 7 **We** will not pay for any loss that is not directly covered by the terms and conditions of this policy. For example **we** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

- 8 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 9 This policy will be governed by English law.



Chief Executive Officer

Agent's Address