



In the event
of a breakdown

Call our Motor Assistance helpline on:

0800 917 5506

from the UK or

44 117 934 0494

from the rest of Europe

European Motor Assistance Gold

This is your Policy Wording



FIRST FOR JUSTICE

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**.

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

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Welcome to European Motor Assistance Gold

Thank **you** for taking out a DAS European Motor Assistance Gold policy. DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the motor assistance insurance under **your** policy.

To make sure **you** get the most from **your** DAS cover, please take time to read this 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**, call **our** Motor Assistance helpline on **0800 917 5506** (for calls from the UK) or **44 117 934 0494** (for calls from the rest of 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** repairers 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 **countries covered**; or
- the hire of a vehicle so **you** can continue **your** journey; or
- the cost of overnight accommodation.

To help **us** check and improve **our** service standards, **we** may record all calls.

When we cannot help

Our repairers 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.



The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

breakdown

An event (excluding a road traffic collision):

- (a)** Which causes the driver of **your vehicle** to be unable to start a journey within the **countries covered**, or brings the **vehicle** to a halt on a journey within the **countries covered**, because of some fault with the **vehicle** or a failure which means it will no longer drive; or
- (b)** Where the journey within the **countries covered** cannot be started or continued safely without further concern for the **vehicle**.

This includes electric vehicles running out of charge, and also misfuelling (meaning the wrong type of fuel has been put into **your vehicle**) within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands only.

countries covered

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 and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

insured person(s)

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

period of cover

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

vehicle

The petrol, diesel, electric, LPG (liquefied petroleum gas) or hydrogen fuelled **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.

we, us, our

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy.

Cover

You are covered for the assistance services in this policy if **you** have paid **your** premium.

If the service **you** require is not provided for under the terms of this policy, **we** will try if **you** wish to arrange assistance 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

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

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** repairers 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 Misfuelling service

If the wrong type of fuel has been put into **your vehicle**, **we** will:

- (a) arrange and pay for the removal of the fuel from the **vehicle** at the place where it happened; or
- (b) pay for the cost of transporting **your vehicle** and **insured person(s)** to one of **our** repairers within the **countries covered** to arrange for the removal of the fuel if this is not possible at the place where it happened; and
- (c) deal with any fuel which is recovered from the **vehicle** and arrange for its compliant disposal.

What is not covered:

- (a) damage to **your vehicle** if the wrong fuel has been put into the **vehicle** and it has damaged the engine;
- (b) the cost of replacement fuel.

4 Getting you to your destination

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

- (a) the cost of transporting **your vehicle** or **insured person(s)** or both to a destination within the **countries covered** provided that the **insured person(s)** is transported to the same destination as the **vehicle**; or
- (b) the cost of hiring a vehicle to allow the **insured person(s)** to continue their journey to a destination within the **countries covered**. The vehicle will be a 3 or 5 door vehicle of 1.2L or equivalent; or
- (c) transport for the **insured person(s)** to travel to a hotel, and the **insured person(s)**'s hotel accommodation costs, up to £50 per night.

The most **we** will pay for any one **breakdown** under **4 Getting you to your destination**, is £300.

5 Emergency message service

When **you** claim for any of the services detailed in **1, 2, 3** and **4** above **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

Sub-section B – European cover

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

1 Emergency roadside repairs

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

2 Vehicle recovery

If the **vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay the cost of transporting the **vehicle** to one of **our** repairers.

3 Getting you to your destination

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

- (a) the cost of transporting **your vehicle** or **insured person(s)** or both to a destination within the **countries covered** provided that the **insured person(s)** is transported to the same destination as the **vehicle**. The most **we** will pay for any one **breakdown** is £3,000, or the value of **your vehicle**, whichever is less; or
- (b) the cost of hiring a replacement vehicle up to £750. The replacement vehicle must remain within the **countries covered** or the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands; or
- (c) transport for the **insured person(s)** to travel to a hotel, and the **insured person(s)**'s hotel accommodation costs, up to £50 per night. The most **we** will pay for any one **breakdown** is £500.

What is not covered by this policy

- 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 charging of electric vehicles, 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** repairers' 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** Repair or recovery of **your vehicle**, whether on public or private roads or land, if it is uninsured, untaxed or declared SORN (meaning that **you** have provided a Statutory Off Road Notification to the DVLA to register **your vehicle** as off the road).
- 8** The failure, or other issues with the working, of self-driving or autonomous features in **your vehicle**.
- 9** An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.
- 10** **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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

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 **You** can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

- 4 An **insured person** must be present with the **vehicle** when **our** repairer 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 failure 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, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
 - (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
- 8 **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.
- 9 **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.
- 10 This policy will be governed by English law.

Privacy

When you purchase and use a DAS product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

We process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at www.dasinsurance.co.uk/legal/privacy-notice. Alternatively you can make a request for a printed copy to be sent to you by contacting dataprotection@das.co.uk

How to make a complaint

We always aim to give you a high quality service.

If you think we have let you down, you can contact us by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing our online complaint form at **www.dasinsurance.co.uk/complaints**

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website:

www.financial-ombudsman.org.uk

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

About DAS

Registered Address:

**DAS Legal Expenses Insurance Company Limited |
DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

Registered in England and Wales | Company Number 103274 |
Website: www.dasinsurance.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Policy number:

Stationery number:

Period of insurance from:

Period of insurance to:

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