



EUROPEAN MOTOR ASSISTANCE GOLD

THIS IS YOUR POLICY WORDING

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

0800 731 5123 from the UK or

44 117 934 2177 from the rest of Europe



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 or accident.

- 24 hour helpline service
- Roadside assistance
- Roadside repairs
- Recovery 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.

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 731 5123** (for calls from the UK) or **44 117 934 2177** (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** 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.

HOW TO MAKE A COMPLAINT

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

Or **you** can phone **us** on **0844 893 9013** or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
South Quay Plaza | 183 Marsh Wall | London | E14 9SR

You can also contact them on: **0800 023 4567** (free from a landline), **0300 123 9123** (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

DAS Head and Registered Office:

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

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

THE MEANING OF WORDS IN THIS POLICY

We, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
You, your	The person who has taken out this policy.
Insured person(s)	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, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus) but excluding countries listed under Subsection A above.
Breakdown	(a) Mechanical or electrical failure; or (b) 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

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**; 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 £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**.

Conditions

- (i) We will only pay a maximum of £300 for any one **breakdown**.
- (ii) 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.

SUB-SECTION B – EUROPEAN COVER

This sub-section only applies to vehicles no more than 10 years old.

1 EMERGENCY ROADSIDE REPAIRS

We will pay the call-out charge and up to one hour's labour costs for one of our approved 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 approved repairers.

3 GETTING YOU TO YOUR DESTINATION

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

- (a) 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 destination. We will not pay more than the value of your vehicle; or
- (b) the cost of hiring a replacement vehicle up to £750. The replacement vehicle must remain within the **territorial limit** or the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
- (c) an insured person's hotel accommodation costs up to £50 per night, but the most we will pay for all claims arising from any one **breakdown** is £500.

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.

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 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 Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

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** will always cancel this policy after **we** have dealt with **your** sixth claim in the **period of cover**. **We** can also cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. 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. **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.
- 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.



Paul Asplin
Chief Executive Officer

Policy number

Stationery number

Period of insurance from

Period of insurance to