

Policy exclusions

We will not pay for the following:

1. Costs we have not agreed

Any **vehicle hire costs** that are incurred before **we** accept **your** claim.

2. Fraudulent claims

A claim that is fraudulent, exaggerated or dishonest or where a false declaration or statement is made in support of a claim.

3. 48 hour restriction

If **you** take out this policy other than when **you** arrange motor or legal protection insurance for **your vehicle**, **we** will not cover a claim following an incident within the first 48 hours of **your period of insurance**.

4. Uninsured drivers

A claim following an insured incident where **you** did not have valid motor insurance for **your vehicle** or the person riding **your vehicle** with **your** permission was not insured.

5. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup.
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Policy conditions

1. Your responsibilities

You must:

- (a) keep to the terms and conditions of this policy;
- (b) take reasonable steps to avoid and prevent claims;
- (c) take reasonable steps to avoid incurring unnecessary costs;
- (d) send everything **we** ask for, in writing; and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

2. Cancelling the policy

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.

3. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

4. A dispute with us

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.

5. Claims under this policy by a third party

Apart from **us**, **you** are 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 the policy in relation to any third-party rights or interest.

6. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

If you have a query relating to your MotorCycle Direct Insurance, please call Customer Services

0344 800 0966

In the event of a claim, please call

0344 800 0988



Bike Hire Plus cover

Additional products

Bike Hire Plus cover is just one of the additional features you can choose with MCD tailor-made bike policies. MotorCycle Direct Insurance has been created to give you, the motorcyclist, the ability to tailor-make your motorcycle insurance so you get what you want – no more, no less.

If you wish to add on any other benefits to your MotorCycle Direct Insurance policy then you can do so at any time by calling **0344 800 0966**. We will add these to your policy for a charge, providing the cover is available.

For full details of the products available, visit our website – www.motorcycledirect.co.uk

- European Motor Assistance Plus
- Helmet and Leathers
- Key Protection Cover
- Personal Accident

Europa Group Limited t/a **MotorCycle Direct** is authorised and regulated by the Financial Conduct Authority.

Europa Group Limited's Financial Services Register number is 309794. Registered as a limited company in England and Wales No 3279177.

Registered office: Europa House, Midland Way, Thornbury, Bristol, BS35 2JX.

MCD BH 11/15



Welcome to your DAS bike hire plus policy

Thank **you** for taking out a DAS policy. **You** are now protected by Europe's leading legal expenses insurer.

To make sure **you** get the most from **your** DAS cover, please take time to read the policy, which 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

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will supply **you** with a hire vehicle for up to 14 days if **your vehicle** is unrideable following theft, attempted theft, fire, vandalism or accidental damage an **insured person** is responsible for.

To make a claim under **your** policy, please telephone **us** as soon as possible on **0344 800 0988**.

We will tell **you** what to do next. The telephone line is available 24 hours a day, seven days a week; outside of office hours the call will be taken by a manned out of hours service, details taken and a call back arranged for the next working morning. The Claims Department is available 8am-8pm, Monday to Friday, 9am-5pm Saturday and 9am-5pm on bank holidays (excluding Christmas Day and New Year's Day).

To help **us** check and improve **our** service standards **we** record all calls. By using this service **you** are agreeing to **us** recording **your** call.

When we cannot help

Please do not hire a vehicle before **we** have agreed to cover **your** claim. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

How to make a complaint

If **you** have a complaint about **our** service or about the way **we** have treated **you**, **you** can contact DAS Legal Expenses Insurance Company Limited, who underwrite this insurance policy. Please write to the Customer Relations Department at the DAS Head Office address shown below. Or **you** can telephone DAS on **0344 893 9013** or email DAS at customerrelations@das.co.uk. A copy of the DAS internal complaint-handling procedure is 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 & Wales, number 103274.

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.

If **you** are still unhappy, **you** have the right to ask the Financial Ombudsman Service to review **your** case. Using this service will not affect **your** right to take legal action.

DAS is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website, www.fscs.org.uk

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

Definitions

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

Countries covered

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Insured person

You and any person riding **your vehicle** with **your** permission.

Period of insurance

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

Vehicle hire costs

The cost of hiring a replacement motorcycle up to 650cc for the single period **we** agree to. This cost includes motor insurance for the vehicle.

We, us, our

DAS Legal Expenses Insurance Company Limited

You, your

The policyholder shown in the policy schedule.

Your vehicle

The motorcycle specified in the motor insurance policy to which this policy attaches.

Cover

Your policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance described in this policy, keeping to the terms, conditions and exclusions as long as the insured incident happens during the **period of insurance** and within the **countries covered**.

Insured incident

Vehicle hire

We will make the arrangements for vehicle hire and **we** will pay **your vehicle hire costs** for up to 14 days or until **your vehicle** becomes available to ride again if this is sooner, following:

- (a) theft, attempted theft, fire or vandalism of **your vehicle** making it unrideable; or
- (b) accidental damage an **insured person** is responsible for, to **your vehicle**, making it unrideable.

Please note that:

- (i) If the incident is covered by **your** motor insurance, **you** must have reported it to **your** motor insurer.
- (ii) If a criminal act has been committed, **you** must have reported the incident to the Police and **you** must provide **us** with the crime reference number.
- (iii) **You** must tell **us** as soon as **your vehicle** becomes available for **you** to ride again.
- (iv) **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name where possible and any costs recovered must be paid to **us**.
- (v) **We** will choose the vehicle hire company and the type of vehicle to be hired.
- (vi) **You** must accept the terms and conditions of the vehicle hire company **we** choose and **you** must follow any conditions of hire.
- (vii) Hire vehicles will be delivered between 9am and 5pm Monday to Saturday, including public and bank holidays.
- (viii) **You** will be responsible for paying an excess to the vehicle hire company if the hire vehicle is damaged during the hire period. **You** can avoid paying the excess if **you** pay the vehicle hire company an insurance premium. The premium will depend on how long **you** keep the vehicle. **You** will be told the amount of the excess and insurance premium before **you** agree to hire the vehicle.

What you are not covered for

Any claim that arises from an **insured person's** unlawful use of drink or drugs.