



European Breakdown & Accident Assistance Cover

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European Breakdown and Accident Assistance

This section is underwritten by DAS Legal Expenses Insurance Company Limited and is not transferable. To make sure **you** get the most from **your** DAS cover, please take time to read this section. It explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact MotorCycle Direct.

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 0817** (for calls from the UK) or 44 117 927 1869 (for calls from the rest of Europe) and provide the following information:

- policyholder's name.
- registration number of the **motorcycle**.
- make, model and colour of the **motorcycle**.
- nature of the **breakdown** and location of the **motorcycle**.

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

- transporting **you** and **your motorcycle** 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 may be recorded as part of **our** training and quality assurance programmes.

When we cannot help

Our approved agents cannot work on **your motorcycle** 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, **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 House | Quay Side, Temple Back | Bristol | BS1 6NH**
- completing **our** online complaint form at www.das.co.uk/about-das/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** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

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.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms.. If **you** are unhappy with the service provided by an appointed representative the relevant 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 and Wales | company 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 (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

Definitions

1. Breakdown

- (1) Mechanical or electrical failure; or
- (2) Accidental damage, or damage caused by vandalism, fire, theft or attempted theft, which stops **your motorcycle** moving.

2. Insured Person(s)

You, and any passenger or rider who is in or on the **motorcycle** with **your** permission at the time of the **breakdown**.

3. Motorcycle

The **motorcycle** declared to **us**. Cover extends to include any trailer attached to the **motorcycle** at the time of the **breakdown**. The **motorcycle**, excluding any trailer, must not weigh more than 3.5 tonnes gross motorcycle mass or be over 3 metres (10 feet) in length, or over 1.5 metres (5 feet) wide. Any trailer attached to the **motorcycle** must not exceed 3 metres (10 feet) in length.

4. Period of cover

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

5. 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.

6. We, Us, Our

DAS Legal Expenses Insurance Company Limited.

7. You, Your

The person who has taken out this section.

Cover

You are covered for the assistance services in this section for a maximum of six **breakdowns** in the 12-month period following the start date of this section and in any 12-month period following renewal of this section, if **you** have paid **your** premium.

If the service **you** require is not provided for under the terms of this section, or if **you** have reached the maximum number of **breakdowns** covered in the period, **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 section

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. Motorcycle Recovery

If **your motorcycle** cannot be repaired within one hour at the scene of the **breakdown** **we** will pay for the cost of transporting **your motorcycle** 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 motorcycle** cannot be repaired on the same day as the **breakdown**, **we** will either:

(a) pay the cost of transporting **your motorcycle** 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 vehicle which will be a small hatchback car (up to 1.2 litre engine size, such as a Fiat Punto or Ford Fiesta) or a motorcycle up to 125 CC 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 the hotel accommodation is £300 for any one **breakdown**.

You must pay the hotel bill, but **we** will pay you back on receiving 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**.

(iii) 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 or 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

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. Motorcycle Recovery

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

3. Getting You to Your Destination

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

- (a) the cost of transporting **your motorcycle** 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 motorcycle**; 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; or
- (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.

Exceptions Applicable to this Section

We will not cover:-

1. The **breakdown** of **your vehicle**:

- within the first 48 hours from the date of **your** application if cover commences at any time other than the start or or renewal of the insurance policy to which this cover is attached; or
- if it has knowingly been ridden in an unsafe or unroadworthy condition; or
- which has resulted from a lack of oil, fuel or water; or
- which occurs whilst **your motorcycle** is being used for motor racing, trials or rallying or for hire or reward.
- which occurs after six previous breakdowns have been attended.

2. The cost of:

- storage charges, **you** will be responsible for any **motorcycle** 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 motorcycle**; or
- any other repairs except those carried out at the scene of the **breakdown**; or
- replacing screens 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 cost incurred before **you** have notified **us** of the **breakdown**.

5. The recovery of a trailer on tow which exceeds 3 metres (10 feet) in length.

6. Any **motorcycle** which cannot be recovered by a standard trailer or transporter.

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, 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 Applicable to this Section

1. An **insured person** must keep to the terms and conditions of this section.

2. At all times during the **period of cover**, the **motorcycle** must be maintained in a roadworthy condition and regularly serviced.

3. **You** can cancel this section by telling MotorCycle Direct within 14 days of taking it out, or at any time afterwards as long as **you** tell MotorCycle Direct at least 14 days beforehand. MotorCycle Direct can cancel this section at any time as long as they tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this section, **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 section. Please contact them directly for full details of charges.

4. An **insured person** must be present with the **motorcycle** 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. **We** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, **we** will not pay for **your** travel costs for collecting **your motorcycle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

7. 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.

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 section did not exist.

9 **We** will, at **our** discretion, void this section (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 section is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

10. This section will be governed by English Law.

Data Protection:

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including **your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **you** have, sensitive information such as medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **your** personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold **you** the section.

Who We Are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How We Will Use Your Information

We may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover **you** have, **your** information may also be sent outside the EEA so the service provider can administer **your** claim.

We will take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

What Is Our Legal Basis For Processing Your Information?

It is necessary for **us** to use **your** personal information to perform **our** obligations in accordance with any contract that **we** may have with **you**. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with **you**.

How Long Will Your Information Be Held For?

We will retain **your** personal data for 7 years. **We** will only retain and use **your** personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use **your** personal data, please contact **us** at dataprotection@das.co.uk.

What Are Your Rights?

You have the following rights in relation to the handling of **your** personal data:

- **You** have the right to access personal data held about **you**
- **You** have the right to have inaccuracies corrected for personal data held about **you**
- **You** have the right to have personal data held about **you** erased

- **You** have the right to object to direct marketing being conducted based upon personal data held about **you**
- **You** have the right to restrict the processing for personal data held about **you**, including automated decision-making
- **You** have the right to data portability for personal data held about **you**

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How To Make A Complaint

If **you** are unhappy with the way in which **your** personal data has been processed **you** may in the first instance contact the Data Protection Officer using the contact details above.

If **you** remain dissatisfied then **you** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk