

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 of 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 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 carried out other than those carried out at the scene of the **breakdown**; or
- replacing broken windows, screens or keys or finding missing keys; or
- ferry crossings, 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 which exceeds 7.6 metres (25 feet) in length.

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

7. Any claim or **breakdown** 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 hazardous properties of any 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 section 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 section in relation to any third party rights or interest.

Conditions Applicable to this Section

1. An **insured person** must keep to the terms and conditions of this section.
2. The **vehicle** shall at all times during the **period of insurance** be maintained in a roadworthy condition and regularly serviced.
3. **We** can cancel this section at any time as long as **we** tell **you** at least 14 days beforehand and **we** will always cancel this policy after **we** have dealt with **your** sixth claim in the **period of insurance**.

You can cancel this section at any time.

If this section is cancelled because **you** have made 6 claims in the **period of insurance**, **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. **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 vehicle** 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. This policy will be governed by English Law.

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



European Motor Assistance Plus cover

Additional products

European Motor Assistance 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, as long as you give the MCD Insurance team a call on **0344 800 0966** within **14 days of taking out your policy**.

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

- Bike Hire 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 EBD 11/15



European Breakdown

This section is underwritten by DAS Legal Expenses Insurance Company Limited and is not transferable.

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.

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 **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 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. Or **you** can phone **us** on 0344 893 9013 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 Insurance Division of the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9GE.

You can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9 123 (free from some mobile phones). Website: www.financial-ombudsman.org.uk

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

Definitions

1. *We, Us, Our, DAS*

DAS Legal Expenses Insurance Company Limited.

2. *You, Your*

The person who has taken out this section.

3. *Insured Person*

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

4. *Period of insurance*

The period for which **we** have agreed to cover **you** and for which **you** have paid the premium.

5. *Vehicle*

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

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

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

6. *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 but excluding countries listed under **Sub-Section A** above.

7. *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.

Cover

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

After **we** have dealt with **your** sixth **breakdown**, this section becomes void. In such circumstances or if the service **you** require is not provided for under the terms of this section, **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 cost 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 at the scene of the **breakdown** within one hour **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 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**.

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

4. Emergency Message Relay

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. 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** 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; 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.