

**UK Breakdown & Accident Assistance** 

# Welcome to MotorCycle Direct UK Breakdown and Accident Assistance

Thank you for purchasing this policy. This booklet contains information about your MotorCycle Direct UK Breakdown and Accident Assistance Cover, how to claim and also how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

Andy Powell

Managing Director MotorCycle Direct

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# **UK Breakdown and Accident Assistance**

### **Motor Assistance**

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** 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 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** 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 telephone **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 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 not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. **You** can also contact them on: 0800 023 4567 or 0300 123 9 123. Calls to 0800 numbers are free from both residential landlines and mobile phones. Calls to 0300 numbers cost no more than calls from 01 or 02 numbers. Website: www.financial-ombudsman.org.uk

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

#### **Definitions**

## 1. We, Us, Our

DAS Legal Expenses Insurance Company Limited.

#### 2. You, Your

The person who has taken out this section.

### 3. 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.

#### 4. Period of insurance

The period for which **we** have agreed to cover **you** and for which **you** have paid the premium as stated in **your** policy schedule.

#### 5. 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 3metres (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.

#### 6. Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### 7. 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.

## Cover

You are covered for the assistance services in this section 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** assistance service provider.

## **Assistance Services under this Policy**

# 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. Motorcycle Recovery

If your motorcycle cannot be repaired at the scene of the **breakdown** within one hour, **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

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 motorcycle 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:

- (1) We will only pay a maximum of £300 for any one breakdown
- (2) You must send us all the relevant invoice (s) before we will reimburse you.
- (3) 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.

## **Exceptions**

We will not cover:-

- 1. The breakdown of your motorcycle:
- 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 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 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 3 metres (10 feet) in length.
- 6. Any motorcycle 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;
- 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
- 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 **motorcycle** shall at all times during the **period of insurance** be maintained in a roadworthy condition and regularly serviced.
- 3. Cancelling the policy: **You** can cancel this policy 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 policy at any time as long as they tell **you** at least 14 days beforehand.
- 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. This policy will be governed by English Law.

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