



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

# European Motor Assistance Gold

This is your Policy Wording



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. DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the motor assistance insurance under **your** 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 **countries covered**; or
- the hire of a vehicle so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

To help **us** check and improve **our** service standards, **we** may record all calls.

## 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.



# The meaning of words in this policy

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

<b>breakdown</b>	<p>(a) Mechanical or electrical failure; or</p> <p>(b) accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops <b>your vehicle</b> moving.</p>
<b>countries covered</b>	<p><b>Sub-section A</b></p> <p>The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p> <p><b>Sub-section B</b></p> <p>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 <b>Sub-section A</b> above.</p>
<b>insured person(s)</b>	<p><b>You</b>, and any passenger or driver who is in the <b>vehicle</b> with <b>your</b> permission at the time of the <b>breakdown</b>.</p>
<b>period of cover</b>	<p>The period for which <b>we</b> have agreed to cover <b>you</b>.</p>
<b>vehicle</b>	<p>The <b>vehicle</b> declared to <b>us</b>. Cover extends to include any caravan or trailer attached to the <b>vehicle</b> at the time of the <b>breakdown</b>.</p> <p>The <b>vehicle</b>, 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.</p> <p>Any caravan or trailer attached to the <b>vehicle</b> must not exceed 7.6 metres (25 feet) in length.</p>
<b>we, us, our</b>	<p>DAS Legal Expenses Insurance Company Limited.</p>
<b>you, your</b>	<p>The person who has taken out this policy.</p>

## Cover

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

If the service **you** require is not provided for under the terms of this policy, 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 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 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 **countries covered** 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 **countries covered**; 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 **countries covered** 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 **countries covered** 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.

# 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, 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.

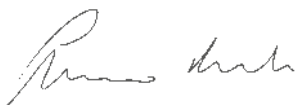
# Conditions

- 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** **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.

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

- 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, at **our** discretion, void the policy (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 policy is fraudulent or intentionally exaggerated, or
  - (b)** a false declaration or statement is made in support of a claim.
- 8** **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.
- 9** **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.
- 10** This policy will be governed by English law.



Andrew Burke  
Chief Executive Officer, DAS Group



# Data protection

To comply with data protection regulations **we** are committed to processing 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 name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

## 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 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 at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How we will use your information

**We** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal 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 in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**We** will take all steps reasonably necessary to ensure the personal 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 the 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 the personal 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 the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

## How long will your information be held for?

**We** will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

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](mailto:dataprotection@das.co.uk)

## How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly 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](http://www.ico.org.uk)



# 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 may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

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.

**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 | 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**

Policy number:

Stationery number:

Period of insurance from:

Period of insurance to:



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