

Important: Please read and keep it safe

M/C Assist Breakdown Insurance Policy

COMFORT[®]
INSURANCE

welcome to Comfort Insurance M/C Assist

Thank **you** for taking out a Comfort Insurance Breakdown Insurance 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** M/C Assist helpline on **0800 313 4685** (for calls from the UK) or **44 117 934 0589** (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.

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

Breakdown

- (a) Mechanical or electrical failure; or
- (b) accidental damage, or damage caused by vandalism, fire, theft or **attempted theft**; which stops **your vehicle** moving.

Contaminated fuel

The fuel which **we** recover from the **vehicle** in the course of providing misfuelling services.

Countries covered

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 and Herzegovina, Gibraltar, Iceland, Liechtenstein, North Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus) but excluding countries listed under **Sub-section A** above.

Insured person(s)

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

Period of cover

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

You, your

The person who has taken out this policy.

Vehicle

The **vehicle** declared to **us**. Cover extends to include any caravan or trailer attached to the **vehicle** at the time of the **breakdown**. The **vehicle**, means the UK registered **vehicle** as shown on your schedule and that complies with the following specifications: a **vehicle** that is registered with the DVLA* (or equivalent) as either a motorhome, motor caravan, a campervan or van with side windows

*DVLA size limits are 12 metres long and 2.55 metres wide.

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

We, us, our

DAS Legal Expenses Insurance Company Limited.

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 MISFUELLING SERVICE

If **you** have put the wrong type of fuel in **your vehicle**, **we** will:

- (a) remove the **contaminated fuel** from the **vehicle** at the place where it happened; or
- (b) pay for the cost of transporting **your vehicle** and **insured person(s)** to a suitable repairer within the **countries covered** to arrange for the removal of **contaminated fuel** if this is not possible at the place where it

happened; and
(c) deal with any **contaminated fuel** which is recovered from the **vehicle** and arrange for its compliant disposal.

What is not covered:

- (a) damage to **your vehicle** if the wrong fuel has been put into the **vehicle** and it has damaged the engine;
- (b) the cost of replacement **fuel**.

4 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 **vehicle** to allow the **insured person(s)** to continue their journey to a destination within the **countries covered**; The vehicle will be a 3 or 5 door vehicle of 1.2cc or equivalent; 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 on accommodation 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.

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

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

(a) 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.

(b) If **you** have put the wrong type of fuel into **your vehicle**, we will pay for the cost of transporting **your vehicle** and **insured person(s)** to one of **our** approved repairers within the **countries covered** to arrange for the removal of **contaminated fuel**. **You** will have to pay for the removal of **contaminated fuel**, but we will pay **you** back on receipt of the relevant bill(s) subject to the £5,000 limit for any one **breakdown**.

What is not covered

(a) damage to **your vehicle** if the wrong fuel has been put into the **vehicle** and it has damaged the engine.

(b) the cost of replacement fuel.

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, but the most we will pay for all claims arising from any one **breakdown** is £500.

Conditions

(i) The most we will pay for all claims arising from any one **breakdown** is £5,000.

(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.

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
- if the **vehicle** does not have a valid MOT or current excise licence (tax); 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 Any **vehicle** which does not have a valid MOT or up-to-date vehicle tax

3 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.

4 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.

5 Any costs incurred before **you** have notified **us** of the **breakdown**.

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

7 The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

8 **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.

Data protection

Privacy

When **you** purchase and use a DAS product **we** will process personal information about **you** and anyone else whose details are provided to **us** to provide **you** with a service or a claim.

We process **your** personal information in accordance with **our** Privacy Notice. **You** can find **our** Privacy Notice online at www.dasinsurance.co.uk/legal/privacy-statement. Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting dataprotection@das.co.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 Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- 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 **0800 123 9123**
- emailing complaint.info@financialombudsman.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 Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW

Registered in England and Wales, Company Number 103274, Website www.dasinsurance.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 arrangement can be found on the FSCS website, www.fscs.org.uk

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INSURANCE

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