

ASDA

Financial Services

Your Car Insurance policy booklet

We've got you covered 24 hours a day, 7 days a week

To make a claim, call 0845 602 0229[†]

Please keep this booklet in a safe place

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Your private car insurance policy

This insurance is a **contract** between **you** and the **insurer** as arranged and administered by ASDA Financial Services.

This policy describes the insurance cover provided during the period of insurance **you** have paid for, or have agreed to pay for and for which the **insurer** has accepted the premium.

The contract between **you** and the **insurer** will include information provided by **you** in the form of either: a signed proposal form; or a statement of insurance formed from **your** verbal declaration to **us**; as well as this policy booklet, the schedule and any endorsements shown in the **schedule** and a valid **certificate of motor insurance**

For the **contract** to be valid, all the information **you** or **your** representative gives to the **insurer** or **us** must be true and complete to the best of your knowledge and belief.

A person or company who was not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy however this does not affect the right or remedy of a third party which exists or is available apart from the Act.

Please read the policy, the **certificate of motor insurance** and the **schedule** as one document.

The insurance cover applies anywhere in the **UK** except when the **insurer** states otherwise in this policy - see Part C of this policy. **Your car** is also covered when it is transported within the **UK** and between any **UK** ports.

You are free to choose the law applicable to this policy. **Your** policy will be governed by the law of England and Wales unless **you** and the **insurer** have agreed otherwise.

What the terms mean

The following words or phrases have the same meaning whenever they appear and will appear in bold print.

- **Certificate of Motor Insurance**
Evidence of **your** motor insurance.

- **Contract**
This insurance is made up of four important documents

- 1 this Policy Booklet
- 2 the **certificate of motor insurance**
- 3 the **schedule**
- 4 the Proposal Form or Statement of Insurance

All four documents should be read together.

- **Endorsement**
A clause which alters the cover provided by the policy.
- **Excess**
The amount which **you** must pay for any event that results in a claim.
- **Insurer/Their/They**
The authorised Insurer or Lloyds Syndicate shown at the foot of the **certificate of motor insurance** and/or on the current **schedule**.

All **insurers** are directly or indirectly authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register or can be contacted on 0845 606 1234.

What the terms mean continued

- **Market value**
The cost of replacing **your car** in the **UK** with one of same make, model, specification, mileage, age and condition.
- **Personal belongings**
Clothes and items of a personal nature belonging to **you** and **your** passengers.
- **Schedule**
The document which shows details of **your car**, the level of cover provided and all excesses.
- **United Kingdom (UK)**
England, Scotland, Wales, Northern Ireland, The Isle of Man and the Channel Islands.
- **We/us/Our**
BDML Connect, trading as
ASDA Financial Services
The Connect Centre
Kingston Crescent
Portsmouth PO2 8QL
- **You/Your**
The policyholder named in the **schedule**.
- **Your car/Your cars**
The vehicle shown on **your** current **certificate of motor insurance** and **schedule**.

Choice of policy cover

Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of being involved in a motor accident, claims against them by third parties for personal injury or damage to property during the policy term will be met. Cover may be extended to include fire, theft and accidental damage to the insured vehicle.

Comprehensive

All Parts/Sections of the policy apply except where amended by **endorsement**.

Third Party Fire and Theft

All Parts/Sections of the policy apply except:

- loss and damage under Part A is only covered where loss or damage to **your car** is caused by fire, lightning, explosion, theft or attempted theft
- **You** are not covered under Sections 2 and 4 of Part A;
- **You** are not covered under Parts D and E and other Parts amended by **endorsement**.

Third Party Only

You are not covered under Parts A, D and E and other Parts amended by **endorsement**.

If you have any problems

Complaints Procedure

We always aim to give **you** excellent service, so if **you** feel let down and want to complain, **we'll** take it very seriously, to make sure **your** voice is heard and **your** complaint resolved.

When **you** contact **us**:

- Please head **your** letter 'Complaint'
- Please give **us your** name and contact telephone number
- Please quote **your** policy and/or claim number and the type of policy **you** hold
- Please explain clearly and concisely the reason for the complaint

Our promise to **you**

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **you** informed of progress
- Do everything possible to resolve **your** complaint
- Learn from **Our** mistakes
- Use the information from complaints to continually improve **Our** service

Step 1

If **you** have a question or complaint about this insurance, please contact us on 0845 605 0145.

Step 2

If **you** wish to make **your** complaint in writing.

- Explain clearly and concisely the reason(s) for **your** complaint

the letter should be sent to:

The Quality Manager
ASDA Financial Services
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire PO2 8QL

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **You** can take the issue further.

Step 3

If **your** complaint is about the **insurer we** will provide **you** with details so that **you** can contact the Chief Executive of the **insurer** identified in **your** current **schedule** and **certificate of insurance**.

Or, if the **insurer** concerned is a Lloyd's of London Syndicate **you** can contact:

Policyholder & Market Assistance
Department
Lloyd's Market Services
One Lime Street
London EC3M 7HA

Step 4

If, after making a complaint to **us** and or/the **insurer**, **you** are still not happy and feel the matter has not been resolved to **your** satisfaction please contact:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0800 0234 567

Please note **you** have six months from the date of **our** final response in which to refer **your** complaint to the FOS. Referral to the FOS will not affect **your** right to take legal action against **us** and the **insurer**.

For our joint protection, calls may be monitored or recorded for fraud prevention and detecting purposes.

We'll add details about **your** insurance policy to the Motor Insurance Database (MID) which is managed by the Motor Insurance Bureau (MIB). The MID and the data stored on it may be used by the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law.

Financial Services Compensation Scheme (FSCS)

If **we** or **your insurer** were unable to meet **our** obligations **you** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at www.fscs.org.uk or by calling **us**.

Part A Loss and damage

Loss of or damage to your car, or spare parts

If **your car**, accessories or spare parts are lost, stolen or damaged, the **insurer** will:

- repair the damage;

- replace what is lost or damaged and is too expensive to repair, or
- pay **you** the cost of the loss or damage.

The **insurer** can choose which of these actions the **insurer** will take for any claim the **insurer** agrees to, and the repairer can use parts that have not been supplied by the manufacturer, but are of a similar standard.

If **you** cannot use **your car** because of loss or damage that is insured under this policy, the **insurer** will also pay the reasonable cost of protecting **your car** and taking it to **their** nearest approved repairer. After the repair, **they** will pay the reasonable cost of delivering the **car** to **your** address in the **UK**.

Where **your car** is not recovered following theft or is beyond economic repair the **insurer** will pay **you** the **market value** of **your car**, including accessories and spare parts which are in **your** private garage at the time they are lost, stolen or damaged.

If **you** are buying **your car** under a purchase or leasing agreement, the **insurer** will normally make the payment for the total loss of the **car** to the hire purchase company or the leasing company.

1 New car replacement

If, during the period of one year after the date of purchase subject to **you** being the first registered keeper of **your car** it is:

- stolen and not recovered within 28 days of **you** telling the **insurer** about the theft.
- or damaged so that repairs will cost more than 60% of the manufacturer's list price (including taxes and the cost of accessories) at the time of the loss or damage. then **they** will replace **your car** with a new one of the same make,

model and specification or similar car of identical list price. This is provided:

- one is available;
- and **you** and anyone else the **insurer** knows who has an interest in **your car** agrees.

If a replacement car of the same make, model and specification is not available, the most the **insurer** will pay is the **market value of your car** and it's fitted accessories and spare parts at the time of the loss or damage.

2 Windscreen Damage

The **insurer** will pay for a broken or damaged windscreen or windows in **your car** and scratching of the bodywork caused by them breaking.

You will have to pay the amount of windscreen excess shown in **your** policy **schedule** for a claim for a broken windscreen or windows. This amount will not be payable by **you** if the glass is repaired and not replaced.

Your no claim discount will not be affected by a claim of this nature..

What is not covered

The **insurer** will not pay:

- the windscreen **excess**;
- more than £150, after taking off **your excess**, if the windows, glass sunroof or windscreens are replaced by any company other than their approved glass repairer;
- any extra costs due to parts or replacement parts not being available in the **UK**.

3 Audio Equipment

The **insurer** will pay up to £500 for loss or damage to **your car's** fitted in-car audio equipment.

If this equipment forms part of the original vehicle specification and was fitted by the manufacturer's or the manufacturer's approved dealer, the amount of cover is unlimited, subject to the relevant **excess**.

The **insurer** will not pay for loss or damage to telephone equipment.

4 Medical Expenses

If **you**, **your** driver or any of **your** passengers are injured in an accident involving **your car**, the **insurer** will pay medical expenses of up to £250 for each injured person.

Exclusions to Part A of your policy

You are not covered for the following:

- for any other costs that are indirectly caused by the event which led to your claim, unless specifically covered elsewhere in this Policy
- loss of use, loss of value, wear and tear, mechanical, electrical or electronic failure, breakdowns or breakages
- loss of value after a repair
- the cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage occurred
- loss of or damage to **your car** arising from or in consequence of water freezing in the cooling circulation system of **your car**
- damage to tyres from braking, punctures, cuts or bursts

- loss, destruction or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
- loss of **your car** by trickery or deception to someone who claims to be a buyer or agent
- loss or damage to **your car's** management system or other computer or electronically controlled equipment caused by failure to recognise any date as the true calendar date
- the cost of any hired alternative transport
- loss from taking **your car** and returning it to its legal owner
- loss of or damage to **your car** by theft or attempted theft while no-one is in **your car** unless all doors, windows and other openings are closed and locked, the vehicle's keys and any other door or ignition locking devices such as electronic key fobs or cards are removed, and vehicle's electronic or mechanical security devices are activated;
- any **excess** that applies to this insurance.
- and/or waiting time for delivery.
- storage costs awaiting commencement of the repair to **your car**.
- loss of or damage to **your car** as a result of legal re-possession.
- loss of or damage to **your car** caused by theft, attempted theft or malicious damage unless reported to the police and a crime reference has been obtained.

Part B

Liability to others

1 Cover provided For you

This policy covers **you** for all amounts which **you** become legally responsible for paying due to the death of or injury to any person and damage to any person's property as a result of an accident involving **your car**, or caused by a trailer, caravan or other vehicle that is attached to **your car**.

2 Driving other cars

This cover will also apply to **you** while driving in the **UK**, any other car which **your** current **certificate of motor insurance** allows **you** to drive. This cover **only** applies if **you** still possess **your car**. This cover does not apply if the other car **you** are driving is owned by, or hired, rented or leased to **you**, **Your** business partner or **your** employer or is being kept or used in connection with **your** or **your** employer's business. Please note that there is no cover for loss of or damage to that other car.

This cover does not allow use to secure the release of a motor vehicle, not otherwise specifically the subject of this insurance policy which has

Where **your car** is not to **UK** specification and any part, unit or accessories of **your car** becomes unobtainable or obsolete in patent and therefore out of stock in the **UK**:

You are not covered for the following:

- increased repair and replacement parts, unit or accessory costs due to non-availability in the **UK**.

been seized by, or on behalf of any government or public authority.

3 Cover provided For Other People

The insurer will give the following people the same Liability to others insurance cover **they** give **you**:

- anyone **you** allow to drive **your car** and who is allowed to drive it under the **certificate of motor insurance**
- any person using (but not driving) **your car** with **your** permission for social, domestic and pleasure purposes.
- any person travelling in or getting into or out of **your car**.
- **Your** employer or business partner, as long as **your car** is not owned by or hired to either **your** employer or business partner and **your car** is being used for a purpose that is allowed under **your certificate of motor insurance**.

4 Your Legally-Appointed Representative

After the death of anyone insured under this policy, the **insurer** will protect that person's estate against any liability the deceased person had if that liability is insured under this policy.

5 Legal fees and expenses

If the **insurer** gives **you their** written permission, **they** will pay for solicitors fees to:

- represent anyone insured under this policy at any Coroner's Inquest or Fatal Accident Inquiry; or
- defend anyone insured under this policy in a court of summary jurisdiction.

This applies for any accident which might give rise to a claim under Part B of this policy.

6 Proceedings for manslaughter or causing death by reckless driving

The **insurer** will pay for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover:

- **You** must ask the **insurer** to provide it.
- the death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
- the accident which caused the death or deaths must have happened in the **UK**.

7 Emergency Medical Treatment

The **insurer** will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment **they** make, it will not affect **your** no claim discount.

Exclusions to Part B of your Policy

You are not covered for liability arising from:

- anyone driving **your car** who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one.
- anyone who is driving outside of the terms and conditions of their licence held.
- anyone who is insured under any other policy.
- liability for loss of or damage to property which belongs to or is with any person who is insured under this policy and who is driving **your car**.

- any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place. The **insurer** will not pay more than £1,000,000 for one pollution or contamination event unless required to meet any legal requirement of compulsory insurance.
- death of or injury to any person arising out of and in the course of that person's employment by the person claiming under this insurance unless required to meet any legal requirement for compulsory insurance.
- damage, loss of use, or other loss to any car or any property which **you** or anyone else driving **your car** owns or is responsible for, or any trailer, caravan, or vehicle (or the contents thereof) while being towed by or attached to **your car**.
- any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit is inclusive of all costs, expenses and indirect losses up to £5,000,000.

These limits do not apply to claims occurring in other countries where the Territorial Limits and foreign use section is operative if the liability required by law in that country is greater.

Part C Foreign use

This policy gives the minimum cover required by Law to use **your car** in:

- any country which is a member of the European Union (EU).
- any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Directive on Insurance and civil Liabilities arising from the use of a motor vehicle (No.72/166/CEE0).

If **you** are going to use **your car** abroad and want **your** full policy cover (for up to 93 days in any one policy year) contact **us** and please supply the following information:

- **Your** policy number.
- the period for which cover is required, i.e. the date **you** leave and the date **you** arrive back in the **UK**.
- the registration number and make and model of **your car**.
- trailer or caravan details - serial no./Description/Identity - (if applicable).
- countries to be visited.

Although it is not necessary to have an International Motor Insurance Certificate (Green Card) when travelling to the EU, **you** must notify **us** prior to **your** departure and in the absence of a Green Card carry **your certificate of motor insurance**

When travelling to any other country please notify **us** at least three weeks before **you** leave as **you** may require a Green Card, which may be subject to an administration fee from **us**. The **insurer** may make a charge for cover outside of the EU.

Exclusions to Part C of your policy

You are not covered for any legal action taken against **you** outside the **UK**, unless it is a result of using **your car** in a country to which the **insurer** has agreed to extend this insurance cover.

Part D Injury benefits

If **you**, **your** spouse or **your** Civil Partner are injured solely as a result of an accident involving **your car**; or

while travelling in or getting into or out of **your car**; or

any other person is injured while travelling in or getting into or out of **your car**; The **insurer** will pay **you** or **your** legal representatives or if **you** ask them to, the person injured or their legal representative the compensation specified below; provided that death or loss occurs within three calendar months and solely and directly as a result of the accident.

	You and members of your family normally living with you subject to age exclusions overleaf	Other passengers, subject to age exclusions overleaf
Death	£7500	£7500
Total and irrecoverable loss of sight in one or both eyes	£5000	Nil
Total and irrecoverable loss of one or more limbs	£5000	Nil

Part D (continued)

Exclusions to Part D of Your policy

You are not covered for the following:

- any person who, at the time of the injury, has not attained their sixteenth birthday or who has attained their seventy-fifth birthday; or
- in respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury; or
- anyone who is convicted for driving whilst under the influence of drink or drugs at the time of the accident.

Part E personal belongings

The **insurer** will pay up to a maximum of £100 for **personal belongings** carried in or on **your car** if lost or damaged by:

- accident to **your car**;
- fire, lightning, explosion;
- theft or attempted theft.

Exclusions to Part E of Your policy

You are not covered for loss or damage to:

- money, stamps, tickets, documents or securities;

- tools, equipment, goods or samples carried in connection with any trade or business;
- property insured by another policy;
- telephones or telephone equipment;
- theft of **personal belongings** if anyone has left **your car** unlocked or unattended with the keys left in or on **your car**.

No claim discount

As long as **you** have not made a claim during the current insurance year, the **insurer** will include a discount in **your** renewal premium. The **insurer** will give **you** this discount for each claim free year up to the maximum entitlement. Please refer to **your schedule**.

Please note that this will not guarantee that **your** premium will not rise following a claim.

Your no claim discount cannot be transferred to anyone else.

Your no claim discount will not be affected by payments for emergency treatment which the Road Traffic Act says the insurer must pay or payments made under Part A (2) for windscreen replacement/repair.

Protected No Claim Discount
Please refer to **your schedule**.

Although **you** can protect **your** no claim discount, **your** premium may increase if **you** make claims or **you** receive motoring convictions.

Your protected no claim discount will not be affected by payments for

emergency treatment which the Road Traffic Act says the **insurer** must pay or payments made under Part A (2) for windscreen replacement/repair.

car sharing/car service cover

Car Sharing

Your policy also covers **your car** when **you** are being paid for carrying passengers for social or similar purposes as long as:

- **Your car** does not carry more than the permitted number of persons for the car to operate safely;
- **You** are not carrying the passengers as part of a business of carrying passengers; and
- the total payment **you** receive for the journey does not provide a profit for **you**.

Car Servicing and Car Parking

Subject to the terms and conditions of this policy, other than limitations to use and driving, the **insurer** will provide an indemnity to **you** whilst **your car** is in the custody or control of:

- a) a motor garage or similar business, which **you** do not own, which has **your car** for the purpose of:
 - maintenance;
 - repair;
 - testing; or
 - servicing.
- b) a hotel, restaurant or similar business, which **you** do not own, where **your car** has been parked for **you**.

General exceptions

- 1 This policy does not apply when **your car**:
 - is being used for purposes other than allowed on **your certificate of motor insurance**;
 - is being driven by or in the charge of any person who is not covered by **your certificate of motor insurance**;
 - is being driven with **your** permission by any person who **you** know has not got a driving licence or who **you** know to be disqualified from driving or getting a licence;
 - is being driven by, or in charge of, a person who holds a driving licence and does not meet the conditions of that licence;
 - is towing a caravan, trailer, or other vehicle for a payment;
 - is in or on any part of an aerodrome or airport, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface; aircraft parking aprons including the associated service road and ground equipment parking areas, or those parts of passenger terminals of an international airport which has come within the Customs examination area. These excluded areas do not include public car parking areas or access roads leading to them which are open to public use;
 - is being used on any part of a racing circuit. This exclusion does not include public car parking areas or access roads leading to them which are open to public use.
- 2 This policy does not cover anyone who does not meet the policy terms and conditions.
- 3 This policy does not cover any liability which **you** have as a result of an agreement or contract, unless **you** would have had that liability anyway.
- 4 This policy does not provide cover for any loss of or damage to property, or legal liability, directly or indirectly caused by, contributed to or arising from the following:
 - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
- 5 This policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this policy covers **you** so far as is necessary to meet with any legal requirement of Compulsory Insurance.
- 6 This policy does not provide cover except under Part B (Liability to others) for any accident, injury, loss or damage caused by:
 - earthquake;
 - riot or civil commotion if it occurs outside of England, Scotland or Wales;
 - loss, destruction or damage caused directly by pressure waves from

aircraft or other aerial devices travelling at sonic or supersonic speeds unless required to meet any legal requirement of Compulsory Insurance;

- any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place. The **insurer** will not pay more than £1,000,000 for one pollution or contamination event unless required to meet any legal requirement of Compulsory Insurance.

General conditions

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them the **insurer** may at **their** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

- 1 In the event of an accident **you** must immediately do whatever **you** can to protect **your car** and its accessories and **you**, (or **your** legal representative) must telephone the claims helpline on 0845 602 0229 and upon request give the **insurer** full details in writing as soon as possible after any event which could lead to a claim under this policy. **You** must also immediately send the **insurer** any letters and documents **you** receive in connection with the event before **you** reply to them.

If **you** know of any future prosecution, Coroner's Inquest or Fatal Accident Inquiry about any event, **you** must tell the **insurer** immediately in writing.

- 2 **You**, and anyone insured by this policy, must not admit anything, or make any offer or promise about a claim, unless **you** have **their** written permission.

They may take over and deal with the defence or settlement of any claim in the name of the person making a claim under this policy. **They** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy. Anyone making a claim under this policy must give the **insurer** any information and help **they** need.

Cancelling your policy - within 14 days:

- 3 **You** may cancel this policy within 14 days of the start of the policy or 14 days from receipt of the policy documents, whichever is the later. **You** may do so by writing to **us** and returning your **certificate of motor insurance** to:

ASDA Financial Services
The Connect Centre
Kingston Crescent
Portsmouth
PO2 8QL

Where this happens **you** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any agreed charges, unless a total loss claim has been made and then the premium in full must be paid.

- after 14 days:

Cancelling **your** policy - **you** may cancel this policy by writing to **us** and returning **your certificate of motor insurance** to:

ASDA Financial Services
The Connect Centre
Kingston Crescent
Portsmouth
PO2 8QL

Where this happens **you** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any administration charge if:

- **You** have returned the **certificate of motor insurance**; and
- **You** have paid the premium in full; and
- **You** have not made a claim during the current period of insurance.

If **your** insurance is cancelled following any loss on the insured car, and the premium is being paid by instalments, the **insurer** may deduct the outstanding balance (including interest charges) from the claim payment. If payment is made to the owner of the car **we** will collect separately from **you** the outstanding monies.

We, or the **insurer** may cancel this policy by giving **you** seven days notice in writing. **We** or the **insurer** will send any notice to **your** last known address (and in the case of Northern Ireland, to the Department of Environment for Northern Ireland). **You** must then send **us** the policy and **certificate of motor insurance**. A proportionate refund of the premium paid will be allowed provided that:

- **You** have not claimed in the current period of insurance; and
- **You** have paid the premium in full; and
- **You** have returned the **certificate of motor insurance**.

If **you** or the **insurer** cancel this policy at any time and **you** have made a claim where no recovery occurred during the current period of insurance and the premium is being paid by instalments, the outstanding balance including interest charges will become payable by **you**.

- 4 If **you** make a claim for any liability, loss or damage that is also covered by any other insurance policy, the **insurer** will only pay **their** share of the claim.
- 5 **You** and any other person, company or firm insured by this policy must

take all reasonable steps to prevent loss or damage to **your car** and to keep **your car** and any trailer or caravan towed by **your car** in a safe and roadworthy condition.

- 6 **You** must let the **insurer** examine **your car** at any reasonable time if the **insurer** asks to do this. When no one is in **your car** all the doors, windows and other openings must be closed and locked. Keys and any other door or ignition unlocking devices such as electronic fobs or cards must be removed, and electronic or mechanical security devices must be activated.

If **you** do not do this, the **insurer** might not pay a claim.

- 7 If the **insurer** accepts a claim under Part A of this policy, but **they** cannot agree the amount **they** will pay **you**, **they** will pass the matter to a legally appointed independent arbitrator. The arbitrator must have made a decision before **you** can take legal action against the **insurer**.
- 8 The **insurer** will only provide the insurance described in this policy if:
 - the information **you** gave on **your** proposal form and declaration or verbally and confirmed in a statement of fact or **schedule** is correct and complete; and
 - anyone claiming protection has met all its terms and conditions.
- 9 If, under the law of any country in which **you** are covered by this policy, the **insurer** has to pay a claim which **they** would not normally have paid, the **insurer** may recover

the payment from **you** or from the person responsible.

10 If **we** have agreed to accept payment of any premium by instalments and **you** break that agreement, **we** will be entitled to cancel this policy under condition 3.

11 **You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** willful act or with **your** connivance,

Then

- the **insurer** will not pay the claim.
- the **insurer** will not pay any other claim which has been or will be made under the policy.
- the **insurer** may at **their** option declare the policy void.
- the **insurer** will be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date.
- the **insurer** will not make any return of premium.

- the **insurer** may inform the Police of circumstances.

12 Changes to **your** details - **you** must tell **us** immediately if there are any material changes during the Period of Insurance which might affect **your** insurance. These include:

- **your** job (including details of any part-time occupation).
- **your** address or the address of the garage where **you** keep **your car**;
- what **you** use **your car** for;
- any convictions **you** may have incurred.

This is not an exhaustive list and if **you** are in any doubt, please contact **us**.

A charge for any change to **your contract** may be made.

13 Changing **your car** - If **you** replace **your car** or get an additional car **you** must tell **us** immediately because the only car covered by this policy is the one **you** told **us** about and the **insurer** accepted and shows in **your** current **schedule** and **your certificate of motor insurance**.

Optional Motor Legal Protection

Your policy schedule will indicate if you have taken out the cover under this part of the policy.

Cover under this part of the policy is administered by Highway Insurance Company Limited, Trading as Highway Insurance.

If you are involved in a motor accident, we are here to help you 24 hours a day, 365 days a year.

Motor accidents are always stressful, particularly if you or a passenger has been injured. The last thing you need is a long and expensive legal dispute to worry about.

This is where Motor Legal Expenses Insurance can help. If you are involved in an accident which is caused by a third party you have a legal right to claim back your uninsured losses from the person who caused the accident.

Uninsured losses can include the following:

Compensation for you if you are injured, or compensation for your family in the event that you incur fatal injuries.

Your policy excess that you may have to pay under your comprehensive motor policy. If we can recover your losses in full, your no claims bonus should not be affected.

Reasonable hire charges for a replacement vehicle while yours is being repaired or compensation for you not being able to use your vehicle.

Accident repair costs if you do not have comprehensive insurance cover.

Compensation for damage to your clothes, luggage or personal belongings.

What to do after an accident

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as you can by calling **us** on the number on the back cover of this booklet, 24 hours a day, 365 days a year.

Definitions

The following words or phrases have the same meaning wherever they appear throughout this policy.

Approved Charges - Any liabilities incurred by an Insured Person under schemes **we** have approved for the provision of services reasonably required as a consequence of a **qualifying accident** and where **we** have consented in advance in writing to such services being provided.

Claim

An Insured Person's claim for reimbursement of uninsured losses, costs and/or compensation resulting from a **qualifying accident**.

Insured Person

You and any passenger in the **insured vehicle** or any other person authorised by you to drive the Insured Vehicle.

Insured Vehicle

Any motor vehicle which you own or for which you are legally responsible including any caravan or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.

Legal Costs

a All reasonable and necessary costs

chargeable by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme if this applies, up to the **limit of indemnity**.

Explanatory note: The Predictable Costs scheme applies to road traffic accidents in England & Wales which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases.

b **We** will also pay the costs incurred by any **Third Party** in civil cases if the **Insured Person** has been ordered to pay them, or pays them with **our** agreement, up to the **Limit of Indemnity**.

Limit of Indemnity

The most **we** will pay for all legal expenses for any claim or claims arising from one incident will be indicated on your policy schedule.

Period of Insurance

The dates shown on Your current Certificate of Motor Insurance and Schedule provided the full Motor Legal protection premium has been paid.

Qualifying Accident

An accident, occurring in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or a member state of the European Union, which causes loss or damage to an **insured vehicle** or it's contents or injury to an **insured person**, which **we** reasonably believe could be shown to have been caused to a greater extent by the fault of the **third party** than by the fault of the **insured person** except for a claim for **approved charges** in which case **we** must reasonably believe it could be shown to have been caused solely by the **third party**.

Representative

A solicitor, counsel or claims handler

whom **we** approve, appointed under the terms and conditions of this policy to pursue the **claim**.

Third Party

The driver(s), owner(s) or any other person(s) responsible for a vehicle insured against third party risks (other than the driver of the **insured vehicle**).

We, our, us

Highway Insurance Company Limited trading as Highway Insurance.

You, your

The person named as the policyholder.

Data Protection Notice

This Data Protection Notice explains how **we** may use your details. It tells **you** about the registers and databases that **we** and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to the insurance.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **you** are entitled, on payment of a small fee, to receive a copy of the information **we** hold about **you**.

Any information **you** give **us** will be used by Highway Insurance Company Limited and **we** may also share this information with other members of the Liverpool Victoria group of companies to inform **you** by letter, telephone or e-mail of other products which may be of interest to **you**.

If **you** do not wish to receive any marketing literature or if **you** have any queries, or would like more information about this Notice, please write to: The

Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex, CM14 4EJ. E-mail: customercare@highway-insurance.co.uk

Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all **our** customers **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. When **you** tell **us** about any claim, the details **you** have provided, including personal details, will be passed to the various registers and databases that are used by companies within **our** group, companies providing services to **us**, other insurers and other fraud and associated agencies. In addition, **we** may search these registers and databases when **you** make a claim, to validate your claims history or that of any other person or property likely to be involved with the claim. If **you** give **us** false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

We and other organisations may also use and search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for **you** and members of your household, trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies, check your identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity, and undertake credit searches and additional fraud searches.

For more information about the Data Protection Act **you** may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 0845 630 6060 E-mail: mail@ico.gsi.gov.uk.

How To Make A Complaint

We aim to provide a high standard of service but if **you** are not satisfied with the service **you** receive **you** should in the first instance contact customer services on the telephone number shown on the back cover of this policy.

If **you** remain dissatisfied **you** should contact the Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex. CM14 4EJ. Telephone: 01277 266376. E-mail: customercare@highway-insurance.co.uk

If **we** cannot resolve your complaint, **you** may refer your complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800 or 0300 123 9 123 (from mobile or non BT lines) E-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action. A copy of Highway's compliant handling procedure is available on request.

Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the

Financial Services Compensation Scheme (FSCS).

The level of compensation differs depending on the type of cover: Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Telephone 020 7892 7300 or e-mail, enquiries@fscs.org.uk

Authorisation

Highway Insurance Company Limited is authorised and regulated by the Financial Services Authority under registration No. 202972. **You** can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Cancellation

We hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel it within 14 days of receiving the policy, without giving any reason, by returning the policy documentation.. If **you** do cancel in the first 14 days **we** will refund any premium paid subject to no **claim** being made on the policy.

You may cancel the policy at any time outside this 14 day period by returning your policy documentation. However, no refund of premium will be given.

Contracts (Right of Third Parties) Act 1999

Apart from **us**, **you** are the only person who may enforce all or part of this

policy and the rights and interests arising from or connected with it. This means that the Contracts (Right of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interests.

What is covered

Uninsured Loss Recovery and Personal Injury **we** will negotiate to recover the **insured person's** uninsured losses and costs following a collision between the **insured vehicle** and another vehicle which:

- a Causes damage to the **insured vehicle** or to personal property in it; or
- b Injures or kills the **insured person** while he or she is in or on the **insured vehicle**.

Provided that:

- i The incident occurs in Great Britain, Northern Ireland, the Isle of Man, Channel Islands or a member state of the European Union; and
- ii Any legal proceedings will be dealt with by a court, or other body that **we** have agreed to, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will also cover an **insured person** for:

- 1 **Approved charges** in respect of any hire vehicle or vehicle repairs agreed by **us** in writing when an **insured person** is required to pay them if the **approved charges** have not by then been recovered from the **third party**, and
- 2 Any **legal costs** agreed by **us** in writing which, after using reasonable endeavours, are not recovered from the **third party**, and
- 3 The **third party's legal costs**.

Subject in each case to the terms and conditions of this policy up to the **limit of indemnity**.

When **we** cannot help **we** will not be able to help **you** unless **we** think it is more likely than not your uninsured losses can be recovered.

Please do not ask for help from a solicitor or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

Exclusions

- 1 A claim where any of the following apply:
 - a At the time of the **qualifying accident** the **insured vehicle** was being driven in circumstances constituting a criminal offence (whether or not prosecution ensued) and **we** consider that the **claim** has been prejudiced as a result; or
 - b Any costs or hire charges arising from incidents which your motor insurer refuses to cover **you** for or which result in the cancellation of your motor insurance; or
 - c The **insured person** in **our** reasonable opinion prejudices any **claim**; or
 - d The **insured person** unreasonably fails to accept the advice of the **representative**.
- 2 Any liabilities incurred by an **insured person** arising from a claim or counterclaim against them whether or not resulting from a **qualifying accident**.
- 3 Any **qualifying accident** that took place prior to the **period of insurance**.
- 4 Any **claim** reported to **us** more than 90 days after the **qualifying accident**.
- 5 Any **claim** resulting from an incident that occurs outside of Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands or a Member State of the European Union.
- 6 Any **claim** if **we** reasonably consider that **you** have failed to disclose any material facts.
- 7 Any **claim** which **we** consider has insufficient prospects of success or where your interests can be better served by other means.
- 8 Any **legal costs** for any period subsequent to a refusal by the **representative** to act further for the **insured person** for a reason, which **we** consider, is justified unless **we** agree to another **representative** being instructed.
- 9 Any **claim** arising out of a deliberate act or omission or which is found to **our** satisfaction to be of a fraudulent nature.
- 10 Any **claim** relating to or resulting from any contract involving the **insured vehicle**.
- 11 Any **claim** arising from the theft or attempted theft of the **insured vehicle**.
- 12 Any **claim** where the **third party** cannot be traced or identified.
- 13 Any **legal costs** incurred prior to notification of the **qualifying accident** to **us**.
- 14 Any liabilities that can be recovered under any other insurance.
- 15 Any tax an **insured person** can recover in any other way.

- 16 Fixed penalties, fines and exemplary damages awarded against an **insured person**.
- 17 Any dispute arising from defective repairs, mechanical breakdown or general maintenance of the **insured vehicle**.

General Conditions

For the purpose of these conditions any reference to **you** or **your** shall be deemed to include any **insured person**

- 1 **You** must
 - a Take reasonable steps to minimise the amount of a **claim**;
 - b Notify **us** immediately if **you** become aware that as a result of the **qualifying accident** civil or criminal proceedings may be issued against **you**;
 - c Send **us** or the **representative** all letters, notices and communications **you** receive regarding the **claim** and/or **qualifying accident**;
 - d Comply fully with the terms and conditions of the agreement with any service provider or supplier agreed by **us** and cooperate with them, **us** and the **representative**;
 - e Disclose to **us** promptly all information **we** request concerning the **claim** and instruct the **representative** to do the same;
 - f Have your **legal costs** or the **third party's legal costs** taxed, assessed or audited, if requested to do so;
 - g Tell **us** or the **representative** at once of all offers **you** receive to settle all or part of the **claim** and **you** must not accept any offer without **our** written consent;

- h Attend court if requested to do so;
- i Always act in good faith with **us**, any **representative** and any service provider or supplier agreed by **us**;
- j Do anything else **we** may reasonably require;
- k Instruct the **representative** to do anything else **we** may reasonably require;
- l Pay **us** any monies **you** receive in respect of sums that **we** have paid under the terms of this policy.

- 2 **We** may
 - a Even before (i) full and final settlement of a **claim** or (ii) any payment is made hereunder, or (iii) after payment of a sum pursuant to clause 2c, exercise all rights and clauses accruing to **you** and take over and conduct in your name the prosecution, pursuit or settlement of any **claim** and/or the defence of any claim made against **you** arising out of a **qualifying accident**;
 - b Refuse any further cover if **you** do not accept what is a reasonable offer to settle a **claim**;
 - c Pay **you** all or part of the amount of a **claim** and if so, **we** may choose whether or not to pursue recovery of that sum;
 - d Cancel this insurance by giving **you** 21 days written notice and refund an appropriate proportion of the premium; this will not affect any **claims** being handled by the **representative** before cancellation;
 - e Settle a **claim** on such terms as **we** consider fit even if this means that **you** are unable to pursue losses

arising from the **qualifying accident** if **you** fail to give instructions to **us** or the **representative** despite three written requests;

- f Pay any cheques made out in your name into **our** bank account if they include any amount covered by this policy, even if they are marked 'Account Payee Only' or similar or include other money due to **you**. If this happens **we** will immediately send the other money to **you**;

3. Insufficient Prospects of Success

If at any time **we** consider a **claim** has insufficient prospects of success or your interests can be better served by other means **we** shall write to **you** explaining **our** decision and **we** will not be required to make any further payment in respect of **legal costs**. If there is no barrister's opinion which supports **our** view, then within seven days of receiving **our** letter **you** may write to **us** to obtain one at your expense. If that opinion does not support **our** view **we** will continue the cover for **legal costs** and pay the cost of the opinion.

4. Additional conditions applicable to Claims for Legal Costs

Without restricting **our** rights in General Condition 2a, **you** must instruct **our** choice of **representative** up to the time when legal proceedings are in prospect, but if **we** agree to these taking place **you** may at any time prior to the issue of proceedings nominate a solicitor who will comply with **our** standard terms of instruction to be the **representative**. In making your nomination **you** must have regard to the duty to keep the costs of your

claim to a minimum. **We** may then ask **you** to nominate an alternative or offer **you** a choice of at least two other solicitors.

We will notify **you** promptly if at any time **we** consider **our** interests conflict with yours and **you** will then be able to nominate a solicitor in accordance with this paragraph.

5. Arbitration

If there is a dispute between **you** and **us**, relating to this policy, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or a barrister, to be agreed between **you** and **us**, failing agreement, the Law Society shall name an arbitrator whose decision shall be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the **insured person** or **us**, the arbitrator will decide how **you** and **we** will share the costs.

6. Jurisdiction

You and **we** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **you** reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply. If **you** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

Now you've got ASDA Car Insurance we'll take care of you and your car

Thank you for choosing Asda Car Insurance. You can be sure of great protection and great service.

How to use this booklet

This booklet contains all the information **You** need to help **You** make a claim, whether it's for an accident, a stolen car or simply a replacement windscreen. **You'll** find all aspects of **Your Policy** explained here, the things **You** can claim for, what's not covered and how to get help and advice if **You** need it.

Useful telephone numbers:

Customer services: **0845 605 0145[†]**

Open 8am to 10pm Mon - Fri, 8am to 6pm Sat and 10am to 4pm Sun.

24hr claims line: **0845 602 0229[†]**

Open 24 hours a day, 7 days a week.

Glass helpline: **0844 561 1733[†]**

For great cover at low prices,
call us for a quote

Pet insurance

0800 181 4096

Lines are open 8am to 8pm Mon – Fri and 9am to 5pm Sat.
Calls may be recorded and monitored.

Home insurance

0800 181 4093

Lines are open 8am to 10pm Mon – Fri, 8am to 6pm Sat and 10am to 4pm Sun.
Calls may be recorded and monitored.

Van insurance

0800 181 4095

Lines are open 8am to 10pm Mon – Fri, 8am to 6pm Sat and 10am to 4pm Sun.
Calls may be recorded and monitored.

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†Calls may be recorded and monitored. Maximum call charge from a BT landline is 4p per minute. Calls from other networks may vary. Please check with your network operator.