

ASDA



ASDA Breakdown Cover

Policy Documents

www.asdafinance.com

Contents

Policy Summary section	4
Policy Document section	9

Definitions

'breakdown professional'	a trained, professional motor mechanic/recovery driver or specialist service provider.
'breakdown'	immobilisation of the vehicle due to a mechanical or electrical failure, theft or attempted theft, vandalism, accidental damage, a flat tyre or lack of fuel occurring during the period of cover.
'domestic partner'	spouse, partner or civil partner residing at the same residential address (excluding policyholders children).
'motorail'	a specific European Rail Service for transporting vehicles across Europe. Motorail services do not include Channel Tunnel rail services.
'passengers'	occupants of the vehicle (excluding hitch hikers).
'uk market value'	the value for the relevant make and model as specified in Glass's Guide or recognised equivalent.
'uk residents'	mainland UK and Northern Ireland residents.
'trip'	a pre booked continuous journey to the countries as specified within the geographical limits of Section D which begins and ends in the UK within the policy period and which does not exceed 180 days in total.
'vehicle'	any mechanically propelled vehicle that requires insurance for use as specified under the Road Traffic Act 1988 and is within the dimensions highlighted in Section B - Vehicles.
'we', 'us' and 'our'	Liverpool Victoria Insurance Company Limited, and where the context dictates, Liverpool Victoria Insurance Company Limited trading as Britannia Rescue.
'you', 'your' and 'the policyholder'	the named individual(s) on the policy card.
'your representative'	anyone acting with or on your authority.

4 Policy Summary

This is a Policy Summary only and does not contain full details on the limits, conditions or exclusions of the insurance cover.

For full details of the insurance cover, please read the Policy Document section in this booklet.

Insurer

This insurance policy is underwritten by Liverpool Victoria Insurance Company Limited.

Type of Cover

ASDA Breakdown Cover is designed to provide breakdown and recovery assistance at home or on the roadside anywhere in the UK and if you travel to the Channel Islands, the Isle of Man and the Republic of Ireland. You can choose from two different levels of cover which are described below. The level of cover you have chosen is shown on your policy card.

Cover Benefits

ASDA & ASDA European Breakdown Cover

Significant or unusual exclusions or limitations

The following benefits apply to both types of cover

ASDA Breakdown Cover (see section A in the Policy Document section)

ASDA European Breakdown Cover (see section D in the Policy Document section)

Roadside Assistance

UK Recovery (to the destination of your choice) including your caravan or trailer

Any caravan or trailer that is attached to your vehicle must be registered as owned by you, or a member of your household and kept at your home address as shown on our records. Assistance is not available for Caravans and Trailers at the home address, at its usual place of storage (if not kept at home address) or within ¼ mile of these locations.

ASDA & ASDA European Breakdown Cover

Significant or unusual exclusions or limitations

Republic of Ireland

Cover is provided within the Republic of Ireland.

Relief Driver

If the only driver of the vehicle cannot continue a journey because of illness or injury or where other drivers are not sufficiently experienced or confident in using the vehicle, a relief driver may be provided.

Housecall

Services will be provided within ¼ mile of your address. Housecall is for not-start situations and not a home maintenance service. We would not expect to visit you for recurring faults.

Replacement car or help with overnight accommodation (£60 per person for overnight accommodation up to a maximum of £500)

You must take up a hire car within 2 working days of the breakdown, have a valid driving licence, be aged 23 or older and have a valid credit card at the time the hire car is arranged.

The cost of one single rail fare to enable the driver to collect the vehicle once repaired

The following cover is only available with ASDA European Cover

European Cover - including cover before you travel, missed Motorail connection, transporting your vehicle home and the loss of use of your vehicle while abroad.

Any claims made under Cover before you travel (see Section D1) which was not current within the 7 days immediately before a trip or an existing policy which expires before the end of your trip.

Missed connections to Channel Tunnel trains are not covered under this policy.

Personal Cover *(see section E in the Policy Document section)*

Your chosen level of cover is extended to any privately owned vehicle you or your domestic partner drive or travel in, within the UK, and any privately owned caravan or trailer that is attached to the vehicle.

We will only provide services if you have your policy card at the scene of the breakdown. Personal Cover can only be used in the UK and not for breakdown in the Republic of Ireland or Europe.

6 Monthly Policies

(see section H in the Policy Document section).

Can be provided if you pay by Direct Debit or Continuous Credit Card Authority. Cover must be taken for a minimum of 6 months. You may cancel your policy after 6 months by giving us 7 days' notice. It is your responsibility to review your cover periodically. No refund will be given for any unused part of your premium.

Significant or unusual exclusions or limitations applying to the whole Policy (see section F & G in the Policy Document section)

- Vehicles which were not roadworthy or were broken down before your Policy began are not covered.
- Excessive or unreasonable use of the service. We may cancel your policy by sending 7 days' notice by recorded delivery to your last known address.
- Vehicle changes must be permanent and are not reversible.
- The cost of all parts or supplies used or provided to you or for your vehicle.
- Any charges incurred because your vehicle is not carrying a legal and serviceable spare wheel.
- Any costs involved in moving your vehicle into a position where we can try to repair or transport it.
- Breakdown services for vehicles involved in sporting events (please see Policy Document section G8 for further details).
- Vehicles involved in commercial activity (please see Policy Document section G9 for further details).
- Reduction in the level of cover is not permitted during the policy period and can only be applied at renewal (see clause 5 of the Policy Document section).
- We will not accept responsibility for any roadside help that we have not arranged.
- Any claims arising from speeding, alcohol or drug related incidents.
- Any fines, penalties, tolls or unclamping charges you have to pay.
- The cost of our breakdown professional's time if having called us, you employ someone else to repair or recover your vehicle.
- Missed connections to Channel Tunnel trains are not covered under the ASDA European Breakdown Cover policy.
- All labour charges unless agreed or covered by us.
- The cost of any service outside the period of cover, or where we have not received the correct premium.

Period of cover

The policy lasts 12 months unless you have purchased monthly cover (see section H of the Policy Document section).

Cancellation

When you receive your Policy, you have 14 days in which to consider the cover provided. If the cover does not meet your requirements, you have the right to cancel the Policy and receive a full refund as long as you have not used any of our services. You will need to return all your documents and any certificates to us within 14 days of receipt.

Refunds will be made within 30 days of receipt of your request to cancel. If you wish to terminate the contract after this 14 day period, please contact us (see clause 6 in Policy Document section).

How to make a claim

If you wish to make a claim, please telephone us on the number shown on your policy card. Telephone lines are open 24 hours a day, 365 days a year.

The information you will need to provide us with will include the policy number and the details of the breakdown including the position of your vehicle and the number of people with you. The booklet 'What to do if your Break Down' sent with your welcome pack, contains full details.

8 How to make a complaint

If you have a complaint about your Policy or the service you have received, please contact us by telephone on 0800 202 8101 (Mon – Fri 9am – 5pm). A copy of our internal complaints procedure is available on request.

You may also write to us: The Quality Manager, ASDA Breakdown Cover, c/o Britannia Rescue, St. George's Square, Huddersfield, West Yorkshire HD1 1JF. Please quote your policy number in all correspondence.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service within 6 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) or email: complaint.info@financial-ombudsman.org.uk

What happens if we are unable to meet our liabilities?

If we can't meet our liabilities to you, you may be able to claim from the Financial Services Compensation Scheme (FSCS). How much you'll get will depend on the type of insurance you have.

For compulsory insurance (eg third party motor insurance)
it's 100% of your claim

For non-compulsory insurance (eg breakdown insurance) it's 90% of the claim.

You can find out more at www.fscs.org.uk or email enquiries@fscs.org.uk. You can also write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsooken Street, London, E1 8BN or telephone 020 7892 7300.

Policy Document

We aim to communicate with you in a manner that is clear, fair and not misleading. We are able to provide literature and communications in the following alternative formats: Braille, large print or audiotape. Should you require information on this product or service in any of these formats, please contact us. If there is anything you do not understand please ask us for an explanation.

Important information

ASDA Breakdown Cover is provided by Britannia Rescue.

ASDA Financial Services Limited and ASDA Stores Limited act as Introducer Appointed Representatives to Liverpool Victoria Insurance Company Limited for Breakdown Cover. Britannia Rescue is a registered trade mark and is a trading style of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited (LVIC) registered in England and Wales No. 3232514 is authorised and regulated by the Financial Services Authority, registered number 202965. Registered Address for all Liverpool Victoria Companies: County Gates, Bournemouth BH1 2NF. Telephone – 01202 292333.

You can check this information by visiting the Financial Services Authority website www.fsa.gov.uk/register or by contacting them on 0845 606 1234. You can also obtain a copy of the Insurance Conduct of Business Sourcebook (ICOBS) rules from the FSA website or by telephoning them on the above number.

1) Your responsibility

We will carry out our role with due skill, care and attention. So it is important you understand that it's your responsibility to provide complete and accurate information to us when you take out your insurance policy, throughout the life of the policy and when you renew your insurance. It is important that you make sure all statements you make are full and accurate. Failure to disclose material facts or any inaccuracies in your answers may invalidate your insurance cover and could mean that part or all of a claim may not be paid. This obligation applies both at the start and throughout the period of all policies. Any changes must be disclosed immediately. You are advised to keep copies of documentation sent to or received from us for your own protection.

2) Data Protection Act and other related disclosure

Liverpool Victoria Insurance Company Ltd is registered under the Data Protection Act and our registration number is Z7450597.

ASDA Financial Services Ltd is registered under the Data Protection Act and our registration number is ZZ1392501.

This information is provided to you to explain how we may use your details and to tell you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive. For the purposes of The Act the Data Controller of any personal data provided to us in connection with your insurance is ASDA Financial Services Limited. Information provided to us may be held, whether or not a product is purchased, on computer, paper file or other medium to enable us to record the enquiry for a reasonable period of time, for as long as the application is being considered, for as long as the policy remains in force and afterwards to

10

ensure that a clear and complete audit trail of policy records and transaction history is maintained. The information (some of which may be sensitive) may be used to process and administer your business by us and our breakdown professionals (e.g. service providers both within and outside the European Economic Area with which we have agreements). Also it may be used/or disclosed to regulators for the purposes of monitoring and/or enforcing our compliance with any regulatory rules, guidelines or codes. Where credit card details are provided to us this information may be used to enable us to automatically renew insurance policies where we have your permission. Occasionally your data may be disclosed to carefully selected third parties (including companies who form part of the Asda Group of Companies in the UK such as Asda Stores Limited) who are assisting us in service improvement activities. If your details have been obtained through one of our affinity associations we may pass some of your information, including product details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes. In the event that you move to a new insurance provider we may confirm certain details relating to your insurance to the new insurer if requested to do so and where we are satisfied that it is a genuine request. In the event of a request to us for policy information by an individual other than the policy owner we will check with the individual that the policy owner has given permission to the individual to communicate with us on the policy owner's behalf. Please note that any Sensitive Data (as defined under the Data Protection Act 1998) provided to us will not be used for marketing purposes.

For various legal, regulatory and service requirements, calls may be recorded for training and monitoring purposes.

3) Confidentiality

All personal information about you will be treated as private and confidential, and will only be disclosed to the appropriate insurance companies or regulatory authorities. You have the right to apply for a copy of your information from us, for which we may charge a fee of £10. We will correct any information which is inaccurate. Please write to: The Quality Manager, ASDA Breakdown Cover, c/o Britannia Rescue, St George's Square, Huddersfield, West Yorkshire HD1 1JF. Email: asdabreakdownquality@britanniarescue.com

4) Governing law jurisdiction

The Courts of England shall have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of the legal relationship established by this agreement or otherwise arising in accordance with this agreement. Unless you have confirmed in writing to us prior to the completion of any insurance contract, you will consent to submit irrevocably to the jurisdiction of the English Courts.

5) Reduction in cover

Reduction in the level of cover is not permitted during the policy period and can only be applied at renewal. Any other changes, such as the removal of vehicles and/or Personal Cover, can be made at any time by giving us 7 days' notice. If you have not used any of our services during the policy period we will refund the unexpired portion of the difference in premium. See point 6 for reduction in cover at policy commencement.

6) Cancellations

At policy commencement:

When you receive confirmation of your Policy, you have 14 days in which to consider the cover provided. If you are not satisfied, you may apply to us for a different level of cover or a full refund of premium paid, which we will provide as long as you have not used any of our services. If you choose a different level of cover, we will adjust your premium to take account of this.

During the policy term:

You may cancel your Policy at any time by giving us 7 days' notice. (See Section H if you have chosen a monthly policy). If you have not used any of our services during the policy period we will refund the unexpired portion of your premium.

If you wish to cancel your policy you can do so by contacting us at:

Customer Services, ASDA Breakdown Cover, c/o Britannia Rescue, St George's Square, Huddersfield, West Yorkshire HD1 1JF.

Telephone: **0844 335 1250** (Opening hours Mon-Fri 8am-10pm Sat-Sun 9am-5pm)

Email: asdabreakdownservice@britanniarescue.com

7) If you want to make a complaint

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. A copy of our internal complaints handling procedure is available on request.

If you feel that we have not offered a first class service please contact us on **0800 202 8101** (Opening hours Mon-Friday 9am-5pm)

or in writing to:

The Quality Manager, ASDA Breakdown Cover, c/o Britannia Rescue, St George's Square, Huddersfield, West Yorkshire HD1 1JF.

Email: asdabreakdownquality@britanniarescue.com

Please quote your policy number in all correspondence.

We will do our best to resolve the problem. If you are still not happy after you receive our final decision you can refer the matter to the Financial Ombudsman Service within 6 months of receiving our final response. You can contact FOS at the following address or on the following telephone number: 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).

Email: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.

8) Compensation from the Financial Services Compensation Scheme (FSCS)

If we can't meet our liabilities to you, you may be able to claim from the Financial Services Compensation Scheme (FSCS). How much you'll get will depend on the type of insurance you have.

For compulsory insurance (eg third party motor insurance)
it's 100% of your claim

For non-compulsory insurance (eg breakdown insurance) it's 90% of the claim.

You can find out more at www.fscs.org.uk or email enquiries@fscs.org.uk. You can also write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN or telephone 020 7892 7300.

Section A – Introduction to ASDA Breakdown Cover

These terms and conditions apply to all policies issued on or after 24th February 2009.

- This policy is for UK residents only and entitles you, the policyholder, to our vehicle breakdown and recovery services within the United Kingdom and if you travel to the Isle of Man, the Channel Islands or the Republic of Ireland. We have set out the different standards of service which we provide in sections C to E of this policy. The type of service which you will receive will depend on the amount of premium which you pay us. For instance, if you have paid the correct premium for ASDA European Breakdown Cover, we will extend the cover on your permanent named vehicle to the European countries as specified within the geographical limits of Section D.
- We will protect you against the cost of services provided by us to you in the event of a breakdown which is within the policy period as shown on your ASDA Breakdown Cover policy card, providing you have paid an insurance premium to us for this protection.
- Unless you give us a future start date your cover begins from midnight on the date of application.
- The policy covers up to a maximum of 2 vehicles named by the policyholder, regardless of who is driving the vehicle at the time of a breakdown or failure of the vehicle to start.
- Our breakdown policy covers vehicles not drivers unless you have purchased Personal Cover.
- If you have paid an additional premium for Personal Cover it increases the services to which you are entitled to, for any privately owned vehicle you or your domestic partner drive or travel in, within the UK, and to any privately owned caravan or trailer attached to the vehicle. The vehicle must meet the vehicle dimensions described in Section B (Vehicles) and must not be excluded under Section G (Service Limitations and Exclusions).
- If you have elected to pay by one of the continuous payment methods, the policy is renewable annually on the commencement date notified to you in the original cover, unless you notify us prior to the renewal date that you wish to either alter the level of cover, or do not wish to renew.
- We reserve the right not to invite renewal of your policy. If this is the case we will inform you in writing before the policy expires.

Section B – Vehicles

- Vehicles and any caravan or trailer that is attached to your vehicle must be registered as owned by you, or a member of your household, and be kept at your home address as shown on our records (see Section E if you have paid an extra premium for Personal Cover).
- We will not provide services for vehicles if they are not registered with us. You must tell us immediately if you change your vehicle (see Section E if you have paid an extra premium for Personal Cover). Vehicle changes must be permanent and are not reversible.
- Vehicles must be in a roadworthy condition and should be serviced and maintained in line with manufacturer guidelines and meet all legal regulations,

including, if appropriate, having an MOT certificate. It is your responsibility to ensure that all vehicles are kept in this condition throughout the period of cover and we may ask for proof in the event of a dispute. The service does not cover vehicles which, in the opinion of the breakdown professional attending the vehicle, were not roadworthy or were broken down before your policy began.

- Vehicles should not be more than 5.5 metres in length, 2.3 metres wide, 3 metres in height, or a weight when fully loaded of 3.5 tonnes. We will only cover vehicles over these limits if we have specifically agreed this with you, before your cover began. If appropriate you must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment and keys for any tyre security devices.
- Motorcycles – we will offer help at the roadside, but if this fails, we will take you, your motorcycle and any pillion passengers to a destination of your choice.
- Caravans and trailers – your cover includes any caravan or trailer that is attached to your vehicle unless the breakdown occurs at the home address that we have on our records or within a quarter of a mile of that address or the location at which your caravan is normally stored. Caravans and trailers should not be more than 8 metres in length (including A-frame) and fitted with a standard 50 millimetre ball coupling. All caravans and trailers must meet the requirements of the Road Vehicles (Construction and Use) Regulations 1986. We will only cover vehicles over these limits if we have specifically agreed this with you, before your cover began. If appropriate you must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment and keys for any tyre security devices.
- Motor Caravans – must not be more than 8 metres in length or a weight when fully loaded not exceeding 7.5 tonnes and must be a recognised make and model which has been coach-built for that precise purpose. We will only cover vehicles over these limits if we have specifically agreed this with you, before your cover began. If appropriate you must always carry a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment and keys for any tyre security devices.

Section C – ASDA Breakdown Cover

If your vehicle cannot be driven because of a breakdown or where the vehicle fails to start at the Policyholder's home address, we will;

- Try to repair the fault at the roadside or at the home address so that you can continue your journey safely and legally but where this is not possible we will take the vehicle to a suitable place of repair.
- Transport the vehicle, contents, driver and up to 7 passengers to your choice of destination if, in our opinion, the fault or damage cannot be repaired at the scene of the breakdown or locally by the end of the working day. We will not pay for any other recoveries.
- Relay telephone messages to your family members, friends or business associates to advise of unforeseen travel delays.
- Pay the cost of providing these services, including call out and labour for a reasonable period when assisting at the roadside.
- Pay the labour costs and reasonable incidental expenses following agreement between you and us if a major fault can be repaired locally. This will be instead of

14

having to transport you and your vehicle a long distance to carry out repairs or having to take you to your home address.

- Try to make your vehicle safe to drive following accidental damage, theft, attempted theft or vandalism. You will be responsible for the full cost of any repair, and for collecting the vehicle. If repairs cannot be carried out at the roadside, we will take the vehicle to your chosen destination.
- Supply a Relief Driver if the only driver of the vehicle cannot continue a journey because of illness or injury or where other drivers are not sufficiently experienced or confident in using the vehicle.

You may also choose from one of the following benefits if, in our opinion, repairs to the vehicle cannot be completed at the end of the working day on which the vehicle suffered a breakdown;

- a) The hire of a replacement car (up to 1600c) for up to 48 hours. ASDA Breakdown Cover will pay the cost of the hire car and the cost of insurance but you are responsible for all other costs imposed by the hire car company. You must take up the option of a hire car within two days of the breakdown; or
- b) The cost for you and any passengers to either continue the journey or return to the policyholders home address by our choice of alternative transport, up to a maximum of £100; or
- c) Pay up to £60 per person for overnight bed and breakfast accommodation up to a maximum of £500 at a hotel near the repair garage, and up to £40 for reasonable public transport costs to get the driver to the garage the following day. You must send us your claim within 28 days for us to pay you these costs, along with the relevant receipts.
- d) Claim for the cost for one single standard class rail ticket for the Policyholder or any authorised driver to collect the vehicle following repair.

Exceptions to Section C

- ASDA Breakdown Cover is effective from midnight on the day you purchased this cover for the first time unless you have given us a future start date.
- If you do not accept immediate recovery following a call out to the home address, you will have to pay for any further help for the same fault.
- Recovery from the home address will only be to a suitable place of repair.
- Any amounts more than those specified within Section C above.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- A hire car not authorised by us.
- Car hire in the event of the vehicle requiring routine servicing or other repair work to correct non immobilising faults or undergoing repair of cosmetic damage.
- Anything specified within the Service Limitations and Exclusions section of this Policy (Section G).

Important Information about ASDA Breakdown Cover

- Where it is not possible or safe to repair a fault at the roadside (for example, on a motorway), we may take the vehicle to a safe place or to the breakdown professional's premises to carry out the repairs.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The decision to supply a Relief Driver is at our absolute discretion.
- We cannot guarantee that a replacement vehicle will be available.
- ASDA Breakdown Cover will pay the cost of a hire car and the cost of insurance but you are responsible for all other costs imposed by the hire car company where a hire car is your preferred choice.
- We will not pay for any extra charges relating to specific needs of a replacement vehicle such as tow bars or roof racks; these requirements are subject to availability.
- You must meet the terms and conditions of the hirer which include having a valid driving licence, a minimum age for drivers of 23 and being in possession of a valid credit card.
- Hire cars may not be taken out of the country without the permission of the hire car company.
- Our breakdown and recovery services do not extend to hire cars provided under Section C (Asda Breakdown Cover).
- We will only provide help at your home address if the vehicle fails to start.
- Recovery cannot be used as a way of avoiding repair costs.
- This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.
- Asda Breakdown Cover is effective from midnight on the day you purchased this cover for the first time unless you have given us a future start date.

Section D – ASDA European Breakdown Cover

In addition to all the services, benefits, terms and conditions given under Sections A, B & C of this policy, those detailed in sections D1 - D8 will also apply as well as Section F (General Conditions of Service) & Section G (Service Limitations and Exclusions).

This cover only applies to permanent named vehicles and is not valid for claims under the Personal Cover option (See Section E).

You may have to pay for some services such as hotel accommodation and claim it back from us when you get back to the UK. The exchange rate will be based on that current at the time the claim is processed.

We will aim to provide the most suitable and cost effective solution to your problem and our decision will be final. As well as the general terms and conditions of this policy, we will provide the following services if you travel to a country listed under the geographical limits below:

Geographical limits: Albania, Andorra, Austria, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein,

16

Lithuania, Luxembourg, Former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe, Ukraine.

Section D1 – Cover Before You Travel

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during the 7 days immediately preceding a pre-booked trip departure date and repairs cannot be completed before you leave we will:

- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all other costs imposed by the hire car company. You must take up the option of a hire car within two days of the breakdown; or
- Subject to all legal and statutory regulations allow a temporary change for the vehicle that is on cover to allow you to continue with your journey; or
- If your vehicle can be repaired within 24 hours of your original planned departure, we will cover the cost of rebooking your sea crossing or journey via the Channel Tunnel which was missed as a result of the incident giving rise to a claim under this section.

Exceptions to Section D1

- Any claims resulting from breakdown if you have purchased this cover less than 7 days before your planned departure date or an existing policy which expires before the end of your trip.
- You must meet the terms and conditions of the hirer which include having a valid driving licence, a minimum age for drivers of 23 and being in possession of a valid credit card.

Section D2 – Missed Motorail Connection

If you fail to connect with a pre-booked Motorail service on the outward journey because your vehicle breaks down, or is involved in an accident, theft, or attempted theft, we will:

- Pay up to £200 to store the insured vehicle at a location near the Motorail depot for your trip; and
- Pay the extra transport costs of you, your passengers and luggage to or from the Motorail depot and the location of your vehicle; and
- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs imposed by the hire car company.

Exceptions to Section D2

- Connections to Channel Tunnel trains are not covered under Section D2 (Missed Motorail connections).
- You must meet the terms and conditions of the hirer which include having a valid driving licence, a minimum age for drivers of 23 and being in possession of a valid credit card.

Section D3 – Roadside Assistance and Local Recovery

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during your trip, we will:

- Try to repair the fault at the roadside so that you can continue your journey safely and legally; or
- If the fault cannot be fixed at the side of the road, or in circumstances where it is not possible or safe to try to repair a fault at the roadside (for example, on a motorway), we will transport the vehicle, contents, driver and up to 7 passengers to a nearby garage for repair.

Important Information about Roadside Assistance and Local Recovery in Europe

- In some countries if you break down on a motorway or other major route, your call may be answered by the police and they may arrange for a recovery without our authorisation. If this is the case, you may be asked to pay for the service and you should keep the receipt and claim it back from us when you get back to the UK.

Section D4 – Providing Spare Parts

If replacement parts are not available locally to carry out a permanent repair, we will try and get them elsewhere. You will have to pay by credit card or debit card the cost of the replacement parts before we order them. We will pay all freight charges, subject to a maximum of £500 associated with getting the parts to the local repairer.

Section D5 – Vehicle Not in Use

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during your trip and cannot be repaired within 24 hours, we will:

- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all other costs imposed by the hire car company; or
- Pay the reasonable costs to transport you, up to 7 passengers and your luggage to your onward destination; or
- Pay for overnight hotel accommodation for you and up to 7 passengers, up to £60 UK sterling for each person each night, to cover any additional costs you may incur in excess of your planned accommodation costs. You may have to claim these costs from us on your return. We will not pay your planned accommodation costs.

Exceptions to Section D5

- You must meet the terms and conditions of the hirer which include having a valid driving licence, a minimum age for drivers of 23 and being in possession of a valid credit card.

Section D6 – Relief Driver

If the only available driver of your vehicle cannot continue a journey because of illness or injury, or where other drivers are not sufficiently experienced or confident in using the vehicle, we will:

- Provide a qualified driver to drive your vehicle and up to 7 passengers back to your home address in the UK; or
- Pay any extra costs to transport your vehicle, up to 7 passengers and luggage back to the UK as long as these costs are not higher than the market value of your vehicle; or
- Pay the reasonable costs for someone you choose to travel to where the insured vehicle is kept to drive it back to your home address in the UK.

Section D7 – Repatriating Your Vehicle

If your vehicle cannot be driven because of a breakdown, accident, theft or attempted theft during your trip or your vehicle could not be repaired in time for your return journey to the UK, we will:

- Pay any extra costs of transporting you, up to 7 passengers and luggage back to the UK; and
- Pay the cost of transporting your vehicle to your home address in the UK as long as these costs are not higher than the market value of the insured vehicle; or
- Pay the reasonable costs for someone you choose to travel to the place where your vehicle is kept to drive it back to your home address in the UK.

Important Information about repatriating your vehicle

- It can take up to 15 working days to arrange repatriation of your vehicle following our agreement to do so.
- The UK market value of the vehicle will be obtained from the Glass' Guide or recognised equivalent.
- We will not be responsible for the transportation of any excise goods that come under the jurisdiction of HM Revenue and Customs, such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for arranging an alternative method of shipping as well as any associated costs.

Section D8 – Temporary Replacement Vehicle in the UK

If you have to return to the UK before your vehicle, we will:

- Arrange and pay a maximum of up to £800 for you to hire a replacement car, subject to availability, with you being responsible for all costs imposed by the hire car company, until your vehicle is returned to the UK; or
- Subject to all legal and statutory regulations agree a temporary vehicle swap until your vehicle is returned to the UK.

Exceptions to Section D8

- You must meet the terms and conditions of the hirer which include having a valid driving licence, a minimum age for drivers of 23 and being in possession of a valid credit card.

Exceptions to Section D

- ASDA European Breakdown Cover is effective from midnight on the day you purchased this cover for the first time unless you have given us a future start date.
- If you do not accept immediate recovery following a call out to the home address, you will have to pay for any further help for the same fault.
- Recovery from the home address will only be to a suitable place of repair.
- Any amounts more than those specified within Section D above.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a specialist locksmith, body glass or tyre specialist.
- A hire car not authorised by us.

- Car hire in the event of the vehicle requiring routine servicing or other repair work to correct non immobilising faults or undergoing repair of cosmetic damage.
- Anything specified within the Service Limitations and Exclusions section of this Policy (Section G).

We will not pay for any of the following:

- Any bail or customs duty you must pay.
- Any costs which you would have had to pay anyway if the incident had not happened.
- Any costs arising after your vehicle has been returned to the UK irrespective of whether the vehicle requires workshop repair.
- The cost of replacement parts or other materials.
- Costs resulting from a previously discovered fault which has not been repaired by a qualified technician.
- Services covered by any other insurance policy or costs which you can claim against another person.
- The costs of any services you have to pay outside the geographical limits.
- The costs of any services our control centre have not authorised.
- Loss or damage to any unaccompanied baggage or personal belongings we are transporting.
- Any fines awarded against you.
- Your vehicle to be sent home if the costs of repatriation will exceed its UK market value.
- The cost of alternative shipping arrangements for excise goods which come under the jurisdiction of HM Revenue & Customs such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation of the vehicle being arranged.

Important Information about ASDA European Breakdown Cover

- Where it is not possible or safe to repair a fault at the roadside (for example, on a motorway), we may take the vehicle to a safe place or to the breakdown professional's premises to carry out the repairs.
- All costs relating to parts remain your responsibility unless you and us agree otherwise.
- The decision to supply a Relief Driver is at our absolute discretion.
- We cannot guarantee that a replacement vehicle will be available.
- ASDA Breakdown Cover will pay the cost of a hire car and the cost of insurance but you are responsible for all other costs imposed by the hire car company where a hire car is your preferred choice.
- We will not pay for any extra charges relating to specific needs of a replacement vehicle such as tow bars or roof racks; these requirements are subject to availability.
- You must meet the terms and conditions of the hirer which include having a valid driving licence, a minimum age for drivers of 23 and being in possession of a valid credit card.
- Hire cars may not be taken out of the country without the permission of the hire car company.

- Our breakdown and recovery services do not extend to hire cars provided under Section D (ASDA European Breakdown Cover).
- We will only provide help at your home address if the vehicle fails to start.
- Recovery cannot be used as a way of avoiding repair costs.
- This service cannot be used if the vehicle has already broken down or was not in a roadworthy condition when cover was taken out.
- ASDA European Breakdown Cover is effective from midnight on the day you purchased this cover for the first time unless you have given us a future start date.

Section E – Personal Cover

If you have paid an additional premium for Personal Cover it increases the services to which you are entitled to, for any privately owned vehicle you or your domestic partner drive or travel in, within the UK, and to any privately owned caravan or trailer attached to the vehicle. The vehicle must meet the vehicle dimensions described in Section B (Vehicles) and must not be excluded under Section G (Service Limitations and Exclusions).

Exceptions to Section E

- We will only provide services under Personal Cover if you have your ASDA Breakdown Cover policy card at the scene of the breakdown.
- We will not pay for the cost of parts, materials or supplies used to repair the vehicle you were driving or travelling in at the time of the breakdown.
- Repairs cannot be undertaken unless you have the authority of the owner of the car to authorise any repairs.

Section F – General Conditions of Service

1. You must make all requests for the breakdown service to our control centre immediately. We will not accept responsibility for any service or help that we have not arranged.
2. You or your representative must stay with the vehicle to make sure that the breakdown professional has access to the vehicle. Your representative must have your permission to authorise any necessary repair or other work, which will be at your expense and if appropriate, have your permission to drive the vehicle.
3. We will try to repair your vehicle, or take it to a suitable destination, dependant upon your cover entitlement. We do not cover normal vehicle maintenance and will charge you for any services that are not covered by all of the terms and conditions of the policy you have purchased.
4. All our breakdown professionals are required by law to adhere to regulations on driver's hours. If a recovery is needed this may result in the breakdown professional taking regular breaks or the need to operate a staged recovery where further breakdown professionals are used to share the recovery.
5. In the event of a recovery our breakdown professional will unload the vehicle in a safe and appropriate place close to your chosen destination. For example, our breakdown professional will not unload a vehicle on a private driveway if there is insufficient space, a risk of ground compression or obstacles which could make this difficult.
6. You must tell us if you are covered for services by any other insurance policy or can claim against another person. We may ask you to include our invoice in your

claim against the other person or against your other policy to recover or reduce our costs.

7. It is your responsibility to make sure that any temporary repair that our breakdown professionals carry out is followed immediately by any necessary permanent repair. We may ask for proof of repair in the event of a dispute.
8. In the event that your payment defaults, we will terminate cover forthwith and seek to recover all costs incurred in providing services to you. We reserve the right to refuse service in the event of payment default.
9. If we believe you have used the service excessively or unreasonably, for example, by not having permanent repairs done following a temporary repair carried out by an breakdown professional, or due to lack of routine maintenance, we may cancel your policy by sending 7 days' notice by recorded delivery to your last known address. In these circumstances we may, at our discretion, refund the unexpired portion of your premium.
10. In the event that we have provided services which are not covered by this policy, for example we have provided spare parts to effect a repair for which settlement has not been made to the breakdown professional or supplier as specified in clause G2, we will send you an invoice for the amount due which should be paid within 30 days.
11. If you have given us false information on your application for cover, or given us incorrect information when you asked for help, for example the vehicle does not meet all legal requirements or was broken down before cover was accepted you will have to pay all costs which we have had to pay as a result of your false or incorrect information. In such circumstances we reserve the right to terminate forthwith with no refund.
12. In the event of a road traffic accident we may ask you to contact your motor insurance company in the first instance to arrange recovery to ensure you receive your full entitlements. If assistance is not available for whatever reason, we will provide the services as shown under your cover entitlement.
13. We may only recover a vehicle from the scene of an accident if we have permission from the emergency services involved.
14. If there are any differences between the terms in this policy document and any terms our breakdown professionals agreed over the phone or in person, these written policy conditions will apply.

Section G – Service Limitations and Exclusions

We will not be responsible for providing the following:

1. The cost of any service outside the period of cover, or where we have not received the correct premium.
2. The cost of all parts or supplies used or provided to you or for your vehicle. These will include:
 - The cost of supplying and fitting windscreens;
 - Labour costs in removing and disposal of contaminated or incorrectly mixed fuel; and
 - Storage charges unless we have specifically covered them under your chosen level of cover.

You must pay all these costs to the breakdown professional or supplier.

3. Any charges incurred because your vehicle is not carrying a legal and serviceable spare wheel or a manufacturer supplied or approved emergency tyre inflation kit or equipment or keys for any tyre security devices (this does not apply to motorcycles).
4. Any fines, penalties, tolls or unclamping charges you have to pay.
5. Accommodation or other expenses (for example, rail or taxi charges) that you or your passengers have to pay, unless we have specifically covered them under your chosen level of cover.
6. Any costs involved in moving your vehicle into a position where we can try to repair it or transport it. For example all charges for retrieving your vehicle from a ditch or field are your responsibility.
7. The full costs of our breakdown professional's time if, having called us, you employ another breakdown professional before our breakdown professional arrives to repair or recover your vehicle. However, if you phone us for help but you manage to get your vehicle going again, we may agree not to charge you for our breakdown professional's time if you contact our control centre immediately.
8. Breakdown services for vehicles involved in sporting events, including racing, pacemaking, speed testing, rallies, trials and all other track-based activities and those involved in leisure off road events unless we have specifically agreed this with you.
9. Vehicles involved in commercial activity, including carrying tools and equipment for commercial use or using the vehicle for hire or reward (such as a taxi), unless we have specifically agreed this with you.
10. We will not be responsible for any loss of business, loss of profit, loss of revenue, loss of contract, loss of goods or any direct or indirect losses incurred as a result of the services provided to you under this policy or the delay or alleged delay in providing such services.
11. Major repairs, servicing, stripping down vehicles or reassembly (including repairing faulty brakes, steering, suspension or DIY work).
12. Recovering a caravan or trailer if it is occupied by people or livestock, and transporting animals and pets in a recovery vehicle (with the exception of Assistance Dogs). In these cases, the breakdown professional's decision is final.
13. Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a safe place or local garage. After you have paid any costs and filled in the necessary paperwork, we will recover your vehicle subject to the conditions under clause F13.
14. Recovery if it would be dangerous or illegal for our breakdown professional to load or transport your vehicle. In these cases, the breakdown professional's decision is final.
15. We cannot provide help on commercial garage premises which are not our breakdown professional's premises.
16. Services in the case of:
 - events beyond our reasonable control;
 - war or military operations;

- acts of terrorism;
- civil disorder;
- a national emergency;
- the activities of civil or government authorities (including the refusal or revocation of any licence or consent);
- legal restrictions;
- industrial disputes;
- fire;
- lightning;
- explosion;
- flood (except where the breakdown has occurred due to water damage while the vehicle was in motion/use);
- nuclear explosions or a release of ionising radiation;
- subsidence; or
- severe weather conditions where it would be unsafe for the breakdown professional to attempt to recover or repair the vehicle.

17. Any claims arising from speeding or alcohol/drug related incidents.

18. Transportation of any excise goods which come under the jurisdiction of HM Revenue & Customs such as tobacco, alcohol or fuel. These items must be removed from the vehicle prior to transportation being arranged and you will be responsible for arranging any alternative method of shipping and the cost of that shipping.

19. We (and any of our directors, employees or other representatives) will not be legally responsible for any losses, costs or damages which you suffer as a result of our failure to provide the services listed in Sections C and D.

Despite these limitations and exclusions, we do not intend anything in these policy conditions to limit any legal rights you may have as a consumer against us or our employees or breakdown professionals as a consequence of death or personal injury resulting from our negligence or that of our employees or breakdown professionals.

Section H – Monthly Policies

If you have chosen a monthly policy you have to pay by Direct Debit or continuous credit card authority over the telephone. However, you must take the cover for a minimum of at least 6 months. After the first 6 months, you can cancel your policy at any time by giving us 7 days' notice. No refund will be given for any unused part of your premium. You may need to review and update cover periodically to ensure it remains adequate. Any changes will take effect from your next payment date. If you are paying by continuous credit card authority (CCCA) you will need to update us each time you receive a new card.

The numbers you need

24hr Emergency Service

0800 202 8100

(for textphone please first dial 18001)

Europe

0044 1689 891 063

Mobile phone users (rates may vary)

Republic of Ireland

1800 812 757

Please make sure you have your policy number available when calling for assistance.

Calls may be recorded.

We are able to provide literature and communications in the following alternative formats; Braille, large print or audio tape. Should you require information on this product or service in any of these formats, please contact us on 0844 335 1250 (Opening hours Mon-Fri 8am – 10pm, Sat-Sun 9am – 5pm).

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