

# **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<sup>†</sup>**

**Please keep this booklet in a safe place**

# 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<sup>†</sup>**

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

24hr claims line: **0845 602 0229<sup>†</sup>**

Open 24 hours a day, 7 days a week.

Glass helpline: **0844 561 1733<sup>†</sup>**

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## Our Contract with You

This insurance is a **contract** of indemnity between **You** the **Insurer** as arranged and administered by **Us**.

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 a signed proposal form, or verbally and confirmed in a statement of insurance, this policy, the **Schedule** and any endorsements shown in the **Schedule**.

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 but 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 **We** or the **Insurer** state 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, We** and the **Insurer** have agreed otherwise.

## What the terms mean

The following words or phrases have the same meaning whenever they appear.

- **Certificate of Motor Insurance**  
Evidence of **Your** motor insurance.
- **Contract**  
This insurance is made up of four important documents
  - 1 this Insurance document
  - 2 **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 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](http://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 promised 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  
Lloyds  
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: 0845 080 1800

Please note **You** have six months from the date of the 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.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

## 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 at the time they are lost, stolen or damaged. Accessories and spare parts of **Your Car**, which are in **Your** private garage at the time of the loss or damage, will also be covered.

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. 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 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.

If this is the only damage **You** claim for, **Your** no claim discount will not be affected.

### What is not covered

The **Insurer** will not pay:

- the **Excess**;
- more than £150, after taking off **Your Excess**, if the windows, glass sunroof or windscreens are replaced by any company other than our 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 stated 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 deception of 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**.

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.

### 2 Cover provided For Other People

If **You** ask the **Insurer** to, **They** will give the following people the same Liability to others insurance cover **They** give **You**:

Where **Your Car** is not to **UK** specification and any part, unit or accessories of **Your Car** becomes unobtainable or obsolete in pattern 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**.

- 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**.

### 3 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.

### 4 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.

### 5 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**.

### 6 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.
- 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** 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 **Us** 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.

	<b>You</b> and members of <b>Your</b> family normally living with <b>You</b> subject to age exclusions below	Other passengers, subject to age exclusions below
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 **We** 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 that are not specified in **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 If **You** wish to cancel this policy within 14 days of receipt of the policy document **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 a total loss of 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:

- If to **Our** knowledge **Your Car** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to the **Insurer**;
- **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.

**You** must let the **Insurer** examine **Your Car** at any reasonable time if **We** or the **Insurer** ask 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.

- 6 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**.
- 7 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.
- 8 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.
- 9 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.
- 10 **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.
- 11 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.

- 12 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**.

# Optional Motor Legal Protection

**Your policy schedule will indicate if You have taken out cover under this Part of the policy.**

**Cover under this Part of the policy is administered by Arc Legal Assistance Limited (Arc Legal) on behalf of the Underwriters Inter Partner Assistance SA, a wholly owned division of AXA Assistance SA and part of the Global AXA Group**

**In the event of a claim, Arc Legal's panel solicitor or their agents will be appointed to handle your claim. You are not covered for any other professional advisors' fees unless Court Proceedings are issued.**

Statement of Demands and Needs

This section of the policy meets the demands and needs of those who wish to ensure that their **Legal Costs** are insured in either defending a motoring prosecution against them or pursuing a claim for **Uninsured Losses** against another person who has caused them to suffer such losses as a result of an Insured Event occurring within the **Period of Insurance**.

## Definitions

The following definitions apply only to this Part of the policy:

### **Insured/ You**

The Insured and any person stated on the current Certificate of Insurance and authorised by the **Member** to drive or to be a passenger in or on the **Insured Vehicle**.

### **Insured Event**

An event causing loss or damage to an **Insured Vehicle** or injury to an **Insured** person whilst such a person is in, on, mounting or dismounting from the **Insured Vehicle** which takes place within the **Territorial Limits** other than events caused by mechanical failure of the vehicle during the **Period of Insurance**.

### **Insured Vehicle**

A vehicle owned by the **Member** and specified under your Certificate of Motor Insurance issued in conjunction with this policy.

### **Legal Costs**

The reasonable and properly incurred fees, expenses, costs and disbursements by or on behalf of the **Insured** and authorised by **Us** in pursuing or defending a claim under this part of the policy; and the costs of a third party for which the **Insured** is either held liable by court order or are agreed by **Us** and which are incurred in connection with **Legal Proceedings** covered under this part of the policy.

### **Legal Proceedings**

The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **Territory**, in respect of a matter covered under this policy; and the defence of a motoring prosecution within a court of criminal jurisdiction in the **Territory**.

### **Legal Representative**

The solicitors or other qualified experts appointed by **Us** to act for the **Insured** in accordance with condition 2 of this Part of the policy provided that such solicitors or experts satisfy the following conditions:

- they agree to fund all disbursements and not to claim for the same until the end of the case; and
- they agree not to submit any claim for **Legal Costs** until the end of the case and to try to recover all **Legal Costs** from the other party in the action; and
- they agree to report in writing to **Us** on any substantive development in the progress of the case.

**Limit of Cover**

The maximum amount in respect of the pursuit of **Uninsured Losses** - £50,000; and The maximum amount in respect of the defence of motoring prosecutions - £5,000.

There is no limit on the number of claims made in the **Period of Insurance**.

**Member**

The person named as the policyholder on the Certificate of Motor Insurance, which relates to this policy.

**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.

**Road Traffic Accident**

A traffic accident in the **Territory** involving the **Insured Vehicle** occurring during the **Period of Insurance** on a public highway or on a private road or other public place for which the **Insured** is not at fault and for which another party is at fault.

**Territory/ Territorial Limits**

In the case of assistance in the recovery of **Uninsured Losses** and legal defence - the United Kingdom, Eire or mainland Europe west of the Urals; and in the case of replacement vehicle assistance the United Kingdom, meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**We/Us/Our**

Arc Legal Assistance Limited of The Gate House, Lodge Park, Lodge Lane, Colchester CO4 5NE acting on behalf of the Underwriters Inter Partner Assistance SA.

**Uninsured Losses**

Loss arising out of a **Road Traffic Accident** where the said loss is not otherwise covered by insurance and either damage occurs to the **Insured Vehicle** or any personal effects owned by the **Insured** whilst such property is in or on the **Insured Vehicle** or the **Insured** suffers death or bodily injury whilst in or getting into or out of the **Insured Vehicle**.

**How to notify a claim**

**You** should call the customer Claims Helpline telephone number shown on the inside of the back cover of this policy with details of **Your** claim.

This facility is intended to simplify and speed up the management and processing of your claim. **We** must be notified of the incident within 180 days of it occurring.

Any Solicitor BDML Connect Limited refer **You** to comply with the Solicitors Code of Conduct 2007 published by the Law Society and is an independent professional from whom **You** will receive impartial and confidential advice. If **You** are

involved in an accident that in BDML Connect Limited's view gives rise to a possible claim for recovery of **Your** financial losses and compensation for injuries that **You** have suffered, BDML Connect Limited shall refer **Your** claim to one of their panel solicitors to investigate whether **You** have a good claim, and if so to pursue it under the terms of **Your** Legal Expenses Insurance Policy. BDML Connect Limited use a panel of solicitors so that **We** can monitor and ensure the quality of legal services provided. **You** are free to choose another Solicitor; however, the cost of doing so may not be paid by **Us**. In consideration of this referral and to reflect the services that BDML Connect Limited provide the Solicitor will pay BDML Connect Limited a referral fee of £800 if they accept **Your** case. This is an arrangement strictly between BDML Connect Limited and the solicitor and it does not affect **You** in any way. It has no effect on the amount of compensation that **You** may recover.

## What is Covered

- 1 **We** will indemnify the **Insured** up to the **Limit of Cover** against the **Legal Costs of Legal Proceedings** incurred in connection with:
  - a the pursuit of a claim for **Uninsured Losses** directly arising from a **Road Traffic Accident**; and/or
  - b the defence of a motoring prosecution brought against the **Insured** in connection with criminal proceedings following an **Insured Event** involving the **Insured Vehicle**. Pleas in mitigation will be supported by **Us** at their sole discretion and only where on conviction the **Insured** would be

disqualified or suspended from driving.

- 2 **We** may, at **Our** sole discretion and subject to the duty of the **Insured** to mitigate loss, facilitate the **Insured** in hiring a replacement vehicle for the period that the **Insured Vehicle** is immobilised as a result of a **Road Traffic Accident** and/or whilst it is being repaired. **You** must comply with the terms and conditions of the Hire Company selected by **Us**. The make and model of the replacement vehicle may vary from the **Insured Vehicle**.
- 3 **We** will provide a Legal Helpline providing expert advice to the member on any personal, civil or criminal legal matter.

Telephone: 0844 770 1061 between 9am and 5pm Monday to Friday.  
Answer phone service available outside of these hours.

- 4 Authorised Vehicle Repair – **We** will arrange repairs to a vehicle involved in a non-fault **Road Traffic Accident**, where in their opinion or their appointed solicitor, a full recovery can be made from the negligent party.

## What is Not Covered

- a **Legal Costs** and expenses incurred without **Our** prior consent.
- b **Legal Costs** and expenses where there is no reasonable prospect of success.
- c Claims reported to **Us** more than 180 days after the date of the incident giving rise to the claim.

- d Claims where the **Insured** fails to co-operate and/or reply to any correspondence connected with the claim.
- e Claims directly or indirectly caused by, contributed to or arising from the malfunction or failure of any software, stored program, computer, device or system wholly or partly caused by or attributable to a date-based event whether occurring before, during or after the year 2000.
- f Costs incurred following a payment into court by a third party unless **We** have authorised the **Insured** in writing to continue with the claim after the payment into court if the **Insured** is ultimately awarded or settles for more than the amount of the payment in.
- g Costs incurred if the **Insured** withdraws instructions from the **Legal Representative** or from the **Legal Proceedings** unless such withdrawal is approved by **Us**.
- h The costs or expenses of any expert witnesses unless previously agreed by **Us**.
- i Where the **Insured** is responsible for unreasonable delay which is prejudicial to the claim or where the **Insured** fails to give proper instructions in due time to **Us** or the **Legal Representative**.
- j Where the **Insured** pursues a claim without the consent of **Us** or in a different manner from that advised by the **Legal Representative**.
- k **We** will not indemnify the **Insured** in any case where the likely **Legal Costs** exceed the value of the claim or the probable benefit to the **Insured**.
- l Claims against **Us** or any company or subsidiary of **Our** companies or subsidiaries or claims by the **Insured** against any other person covered under this policy.
- m Claims relating to matters for which the **Insured** would, but for the existence of this policy, be entitled to indemnity under any other policy.
- n Claims directly, or indirectly, caused by, contributed to or arising from:
  - i prosecutions which allege dishonesty or violence or which arise from drink or drugs related offences or parking offenses;
  - ii any deliberate illegal act or omission of the **Insured** or any act which is false or fraudulent in any way;
  - iii Faults in the **Insured Vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **Insured Vehicle**;
  - iv a **Road Traffic Accident** occurring during a race, rally or competition.
- o Claims for travelling expenses, subsistence allowances or compensation for absence from work.
- p Applications for Judicial Review.
- q **Legal Costs**, fines or other penalties which a court of criminal jurisdiction orders the **Insured** to pay.

# Motor Legal Protection Conditions

1 **We** will be entitled to the full conduct and control of any claim or **Legal Proceedings**. **We** will be entitled to appoint a **Legal Representative** where they regard it as necessary.

An **Insured** person may choose an alternative **Legal Representative** only where:

- a **We** decide to commence **Legal Proceedings** or;
- b There is a conflict of interest.

Any dispute as to the choice of **Legal Representative** or the handling of the claim will be referred to an independent arbitrator who will normally be the President of the Law Society.

An **Insured person** must not settle a claim without **Our** agreement.

2 On receipt of a claim under this Part of the policy **We** will evaluate the claim, advise on the steps the **Insured** should take to pursue the claim and, where appropriate, appoint a **Legal Representative** from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, the **Insured** does not have to continue to instruct the **Legal Representative** nominated by **Us** and may propose another **Legal Representative**.

If **We** and the **Insured** are unable to agree on a suitable **Legal**

**Representative**, **We** will ask the Law Society to name a further Legal Representative. **We** and the **Insured** must accept the Law Society's nomination. In the meantime, **We** may appoint a Legal Representative to act on behalf of the **Insured** to safeguard his or her interests.

3 During the course of the claim the **Insured** must:

- a co-operate at all times in the completion of any necessary documentation or provision of information requested either by **Us** or by the **Legal Representative**;

- b not do anything which may prejudice his or her case or **Our** position in respect of the claim;

- c take all available steps to recover the **Legal Costs** in the **Legal Proceedings**;

- d notify **Us** of any settlement offer made before accepting it.

4 During the course of the claim, **We** will have the right of direct access to the **Legal Representative**.

5 **We** have the right to cancel this Part of the policy at any time by sending the **Member** seven days written notice of such cancellation. Any such cancellation shall not prejudice any claims under this Part of the policy occurring before the date of cancellation.

The **Member** has the legal right to cancel this policy within the first 14 days following receipt of the full policy documentation. When this happens a full refund will be given.

If the **Member** wants to cancel at any other time they may do so by writing to the administrator of the policy. If the policy is cancelled a proportionate refund will be given.

- 6 **We** shall not provide cover under this Part of the policy if the **Insured** makes a false declaration when they apply for cover.
- 7 The **Insured** shall take all reasonable steps to prevent any occurrence that may give rise to a claim under this Part of the policy.
- 8 The **Insured** shall take all reasonable steps to mitigate the losses that flow from a **Road Traffic Accident**.
- 9 The **Insured** shall forward any accounts for **Legal Costs** as soon as they are received and, if required to do so by **Us**, shall have such **Legal Costs** taxed, assessed or audited by the appropriate court of authority.
- 10 **We** may take over and conduct the claim and may, subject to the interest of the **Insured**, settle the claim in his or her name.
- 11 Every written notice or communication by **Us** shall be sent to the **Insured** at the last address known to **Us**.

## Complaints Procedure

**We** are proud of **Our** reputation for fairness in the way **We** deal with **Our** policyholders. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about **Us** or your policy or a claim made under it, **You** should first phone Customer Services on the telephone number shown on the

back cover of this policy.

If **We** are unable to resolve the matter **You** can write to:

**Arc Legal Assistance Limited**  
**The Gate House**  
**Lodge Park**  
**Lodge Lane**  
**Colchester CO7 6EU**  
**E-mail: enquiries@arclegal.co.uk**

**Tel: 0844 350 4400**

If **We** or the **Insurer** have given you a final response and **You** remain dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

**Financial Ombudsman Service**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR**

**Tel: 0845 080 1800**

Please note that **You** have six months from the date of the final response in which to refer your complaint to the FOS. Referral to FOS will not affect your right to take legal action against **Us** or the Insurer.

Calls may be monitored or recorded for our added protection and security.

## Compensation

Arc Legal and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Their FSA Register number is 305958. Their permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal

Expenses and Assistance. IPA is a member of the Association of British Insurers. IPA address details are:

**Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR**

Registered No: FC008998



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.