



# ASDA Breakdown Cover

# Policy Document

[www.asdafinance.com](http://www.asdafinance.com)

# Definitions

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

## ASDA Breakdown

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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 is provided by Britannia Rescue.

Asda acts as an introducer appointed representative 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, register 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](http://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.

## Section A – Introduction to Asda Breakdown

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- 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 F 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(s) to the European countries as specified within the geographical limits of Section E.
- 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 membership card, providing you have made a payment to us.
- Unless you give us a future start date, your cover starts at 23:59 the day after you purchased the policy.
- The policy only covers up to a maximum of 2 permanently named vehicles and for which an additional premium has been paid for each vehicle unless you have paid an extra premium for personal cover.
- Our breakdown policy covers vehicles not drivers unless you have purchased personal cover.
- If you have purchased personal cover, we will extend the benefits of your vehicle cover to any vehicle you or your spouse/partner are driving or travelling in at the time of a breakdown in the UK.
- If you have elected to pay by one of the continuous payment methods, the policy is renewable annually on the commencement date shown on your documents and Asda membership card. Please tell us before your renewal date if you wish to alter the level of cover or do not wish to renew.
- Any changes, such as the removal of vehicles and/or personal cover, can be made at any time. If you have not used any of our services during the policy period we will refund the unexpired portion of the difference in premium.
- 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

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- 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 F if you have paid an extra premium for personal cover).

- For Asda Roadside Cover, vehicles must not be more than 10 years old at the start of the policy. We will continue to cover your vehicle when you renew your policy if it is more than 10 years old.
- We will not provide services for vehicles if they are not insured with us (see Section F if you have paid an extra premium for personal cover). You must tell us immediately if you change your vehicle. Vehicle changes must be permanent.
- Vehicles must be in a roadworthy condition and should be serviced and maintained in line with manufacturer guidelines and meet all legal regulations, including 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 our or our agent's opinion, 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 suitable local repairer or destination of your choice depending on the level of cover you have.
- Caravans and trailers – your cover includes any caravan or trailer that is attached to your vehicle unless the breakdown occurs at the home address 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.

## 6 Section C – ASDA Roadside Cover

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If your vehicle cannot be driven because of a breakdown which occurred at least ¼ mile from the Policyholder's home address we will;

- Try to repair the fault at the roadside so that you can continue your journey safely and legally.
- Try to repair the fault at the roadside but where this is not possible we will take the vehicle to a suitable place of repair or to a destination of your choice within 10 miles of the breakdown.
- Transport you and up to 7 passengers that are in the vehicle at the time of the breakdown to a suitable place of repair or to a destination of your choice within 10 miles of the breakdown.
- 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.

### Exceptions to Section C

- Call outs or requests for assistance occurring before 23:59 the day after you purchased the policy.
- Breakdowns occurring within a ¼ of a mile of your home address.
- More than 6 call outs during the policy year.
- All other labour charges and the cost of replacement parts and/or other materials are your responsibility.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a locksmith, body glass or tyre specialist.
- Vehicles which are more than 10 years old when the policy starts. We will continue to cover your vehicle when you renew your policy if it is more than 10 years old.
- Anything specified within the Service Limitations and Exclusions section of this policy.

### Important Information about ASDA Roadside Cover

- Where it is not safe or practical to repair a fault at the roadside (for example on a motorway), we will take your vehicle to a safe place or to the agent's premises within 10 miles of the breakdown to carry out repairs.
- 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.

- Unless you give us a future start date, your cover starts at 23:59 the day after you purchased the policy.

## Section D – ASDA Breakdown Cover

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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. 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.
- Repair your vehicle and pay a contribution to your labour costs if it's in our best interests to do so. This is instead of recovering you and your vehicle.
- 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 a medical condition, illness or injury and vehicle recovery cannot be arranged. We will require a letter from a doctor if you are to avoid additional recovery charges.

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 1600cc) for up to 48 hours with you being responsible for all 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.

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- 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 D

- Call outs or requests for assistance occurring before 23:59 the day after you purchased the policy.
- 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 above.
- All costs relating to parts remain your responsibility unless we 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.

## 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 agent's premises to carry out the repairs.
- All costs relating to parts remain your responsibility unless we 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 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 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.
- Unless you give us a future start date, your cover starts at 23:59 the day after you purchased the policy.

## Section E – ASDA European Breakdown Cover

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In addition to all the services, benefits, terms and conditions given under Sections A, B, C & D of this policy, those detailed in sections E1 – E8 will also apply as well as Section G (General Conditions of Service) & Section H (Service Limitations and Exclusions).

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

You may have to pay for some services such as hotel accommodation and claim it back from us when you return 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 terms and conditions of the policy, we will provide the following services if you travel to a country listed under the geographical limits:

### **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, 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 E1 – Cover Before You Travel

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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 costs imposed by the hire

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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 E1

- 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 E2 – Missed Motorail Connection

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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 E2

- Connections to Channel Tunnel trains are not covered under Section E2 (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 E3 – Roadside Assistance and Local Recovery

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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 E4 – Providing Spare Parts

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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 E5 – Vehicle Not In Use

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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 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 E5

- 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 E6 – Relief Driver

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If the only available driver of your vehicle cannot continue a journey because of a medical condition, illness or injury, 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 collect the vehicle.

### Important Information about Relief Driver

- We will require a letter from a doctor if you are to avoid additional recovery charges

## Section E7 – Repatriating Your Vehicle

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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 E8 – Temporary Replacement Vehicle in the UK

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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 E8

- 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 E

- Call outs or requests for assistance occurring before 23:59 the day after you purchased the policy.
- 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 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 the policy.

We will not pay for any of the following:

- Any bail or customs duty you must pay;

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- 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 agent'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 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 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.
- Unless you give us a future start date your cover starts at 23:59 the day after you purchased the policy.

## Section F – Personal Cover

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If you have paid an additional premium for personal cover, we will increase the services to which you are entitled to any privately owned vehicle you or your spouse / partner drive or travel in while in the UK and to any privately owned caravan or trailer attached to the vehicle. The vehicle and caravan or trailer must meet the dimension and age restrictions described in Section B (Vehicles) and must not be excluded under Section H (Service Limitations and Exclusions).

### Exceptions to Section F

- We will only provide services under personal cover if you have your Asda membership 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.
- Requests for assistance while in Europe.

## Section G – General Conditions of Service

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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 agent 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 depending upon your level of cover. 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 agents are required by law to adhere to regulations on driver's hours. If a recovery is needed this may result in the agent taking regular breaks or the need to operate a staged recovery where further agents are used to share the recovery.
5. In the event of a recovery our agent will unload the vehicle in a safe and appropriate place close to your chosen destination. For example, our agent 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 agents 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 you have used the service more than 6 times during the policy year under Asda Roadside or excessively or unreasonably, for example by not having permanent repairs done following a temporary repair carried out by an agent, or due to lack of routine maintenance, we may cancel your membership by sending notice by recorded delivery to your last known address. In these circumstances we will not refund any of your premiums.
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 agent or supplier as specified in clause H2, 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 agents agreed over the phone or in person, these written policy conditions will apply.

## Section H - Service Limitations and Exclusions

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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 agent 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. We will pay any toll fees if your vehicle is being recovered at the time by one of our agents.
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 agent's time if, having called us, you employ another agent before our agent arrives to repair or recover your vehicle. However, if you phone us for help but you manage to get your vehicle started again, we may agree not to charge you for our agent'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 used for hire or reward purposes (such as a taxi).
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) at the roadside.
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 agent's decision is final.
13. Any costs you have to pay if, following an accident, the police or Highways Agency 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 G12.
14. Recovery if it would be dangerous or illegal for our agent to load or transport your vehicle. In these cases, the agent's decision is final.
15. We cannot provide help on commercial garage premises which are not our agent's premises.
16. Benefits may be refused if you or any of your party behaves in a threatening or abusive way to any persons providing service under this policy.
17. 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 agent to attempt to recover or repair the vehicle.
18. Any claims arising from speeding or alcohol/drug related incidents.
19. 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.
20. 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, D and E.

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 agents as a consequence of death or personal injury resulting from our negligence or that of our employees or agents.

## Section I - Monthly Policies

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If you have a monthly membership, you have to pay by Direct Debit or continuous credit card authority. The policy must be in force for a minimum of 6 months. After 6 months, you can cancel your membership at any time by giving us 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.

**ASDA**




# ASDA Breakdown Cover

## Important Information

[www.asdafinance.com](http://www.asdafinance.com)

Please take a few minutes to read  
the information contained in this leaflet

**Please take a few minutes to read this leaflet – as it explains important information about:**

- Our commitment to you
- Your responsibility to give us correct information
- Your rights to cancel your insurance
- What to do if our service isn't what you expected
- The tax you pay on your insurance premiums
- What happens if we can't meet our liabilities
-  How we use your personal information
- The law that applies to your insurance

**The information in this leaflet forms part of your insurance contract with us – please read this together with your policy document.**

You should also show this leaflet to any other person covered by this insurance.

## Our commitment to you

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We'll always:

- Make sure all the information we give you is clear and accurate
- Be fair and reasonable
- Act promptly

## Your responsibility to give us correct information

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Please make sure all the information you give us is correct and complete. This is important because inaccurate or incomplete information may result in assistance not being provided or your insurance being cancelled from the start date. If you're not sure whether you need to tell us about something please ask.

## Your rights to cancel your insurance

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### At the start of your insurance

When you receive your documents, you have 14 days to check you're happy with the insurance cover you've bought. If the cover doesn't meet your needs, you can cancel your insurance by contacting us. You must do this within the 14 day period. We will then refund any money you've paid, as long as you haven't used any of our services during that time.

If you have used our services during this 14 day period, or intend to use the service then we're entitled to recover any related costs.

Refunds will be made within 30 days of receiving your request to cancel.

### During the policy

After the initial 14 day period, you're entitled to a refund of the premium you've paid unless you've used our service. We will make a deduction for the days you've been insured by us, and may also add a charge to cover our administrative costs. This charge will be subject to insurance premium tax where applicable.

To cancel your insurance cover, please contact us at: Customer Services, Asda Breakdown, c/o Britannia Rescue, Floors 2&3, Folly Hall Mills, St Thomas Road, Huddersfield, West Yorkshire, HD1 3LT. Tel No: 0844 335 1250 (Mon - Fri 8am to 10pm Sat - Sun 9am - 5pm).

## What to do if our service isn't what you expected

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We do all we can to give you a first class policy and service. But, there may be times when you feel our service isn't up to scratch. If this is the case, we'd like to know so we can put things right. Please phone or write to us:

Telephone on 0800 756 8828 (Monday-Friday 9am-5pm)

Write to us: The Quality Manager, Asda Breakdown Cover, c/o Britannia Rescue, Floors 2&3, Folly Hall Mills, St Thomas Road, Huddersfield, West Yorkshire, HD1 3LT.

Email: [asdabreakdownquality@britanniarescue.com](mailto:asdabreakdownquality@britanniarescue.com).

Please quote your policy number in all correspondence to help us take care of your complaint quickly.

If you'd like to see a copy of our internal complaints procedure, please ask.

If we can't resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter. Here are their contact details:

### **Post**

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

### **Phone**

0845 080 1800 or

0300 123 9 123 or 020 7964 0500 (calls to these numbers may be cheaper if you use a mobile phone or a phone provider other than BT – and will be “free” if you pay a monthly charge for calls to numbers starting 01 or 02)

### **E-mail**

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Insurance premiums

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All premiums quoted include insurance premium tax. You may also have to pay other taxes or costs, for example if the premium is paid or reimbursed by an employer it may be classed as a taxable benefit in kind. In this case you would need to make arrangements to pay this additional tax or cost yourself.

## What happens if we can't meet our liabilities?

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If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- Compulsory insurance, such as third party motor insurance, is covered for 100% of the claim.
- Non compulsory insurance, such as breakdown insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme:

7th Floor  
Lloyds Chambers  
Portsoken Street  
London E1 8BN

Tel 020 7892 7300

E-mail [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## How we use your personal information?

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### Data Protection Act 1998 and Insurance Administration

This information explains how we may use your details and tells you about the systems we use that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

The way in which we may use your personal data is controlled by the requirements of the Data Protection Act 1998. 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 Ltd (register number - ZZ1392501). Liverpool Victoria Insurance Company Limited is also registered under the Data Protection Act for the purpose of processing personal data (register number - Z7450597).

We (ASDA limited) may pass the information you supply to our associated companies, agents and it may be disclosed to regulatory bodies for the purposes

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of monitoring and/or enforcing our compliance with any regulatory rules/codes. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

We may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by us or our agents.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

ASDA Financial Services Limited may use your information to:

- Keep customer records up to date;
- Administer your policy.

## Fraud prevention and detection

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If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact us at GFC, LV=, County Gates, Bournemouth, BH1 2NF if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Telling you about other products and services

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Unless you have indicated otherwise, your information may be used by us and other carefully selected organisations to keep you informed of other products and services that may be of interest to you. You may be contacted by post, telephone or other appropriate means. If you would rather not receive such information please write to: The Quality Manager, Asda Breakdown, c/o Britannia Rescue, Floors 2&3, Folly Hall Mills, St Thomas Road, Huddersfield, West Yorkshire, HD1 3LT. Email [asdabreakdownquality@britanniarescue.com](mailto:asdabreakdownquality@britanniarescue.com).

## Access to the personal information we hold about you

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You can ask for a copy of the personal information we hold about you by writing to: The Quality Manager, Asda Breakdown, c/o Britannia Rescue, Floors 2&3, Folly Hall Mills, St Thomas Road, Huddersfield, West Yorkshire, HD1 3LT. Email [asdabreakdownquality@britanniarescue.com](mailto:asdabreakdownquality@britanniarescue.com).

This is subject to the provisions of The Data Protection Act 1998 and payment of a fee.

## The laws that apply to this policy

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The law of England and Wales will apply to your policy with us.

For policyholders living in Guernsey or Jersey, the law of Guernsey or Jersey will apply in regard to your insurance policy with us.

### Communications

All communications will be in the English Language.

To help us continually improve customer service calls may be monitored and/or recorded.

You can get this and other documents from us in Braille, large print or audiotape by contacting us.

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 trademark and is a trading style of the Liverpool Victoria group of companies. Liverpool Victoria Insurance Company Limited, registered in England and Wales number 3232514 is authorised and regulated by the Financial Services Authority, register number 202965. Registered address for all Liverpool Victoria companies: County Gates, Bournemouth BH1 2NF.

**ASDA**



# ASDA Breakdown Cover

## Policy Summary

[www.asdafinance.com](http://www.asdafinance.com)



## 2 Policy Summary

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This document is only a policy summary 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.

### Insurer

This policy is underwritten by Liverpool Victoria Insurance Company Ltd operating as Britannia Rescue.

### Type of Cover

**Asda Roadside Cover** – We will provide breakdown and recovery assistance at the roadside anywhere in the UK, the Channel Islands, the Isle of Man, the Republic of Ireland. Recovery will be to a local garage or destination of your choice up to 10 miles from the breakdown.

**Asda Breakdown Cover** – As well as the cover provided under Asda Roadside, we will also provide onward travel or national recovery to a destination of your choice anywhere in the UK.

**Asda European Breakdown Cover** – We will extend your Asda Breakdown Cover to European Countries or those included within the geographical limits shown in Section E of your policy document.

### How to obtain assistance

Please call **0800 202 8100** if you are in the UK, **1800 812 757** if you are in the ROI or **0044 1689 891063** if you are Europe.

For textphone please dial 18001 first.

## Cover Benefits

### ASDA Roadside

- Help at the roadside where the breakdown occurs at least  $\frac{1}{4}$  of a mile from the Policyholder's home address
- Recovery to local garage or to a destination of your choice up to 10 miles from the breakdown
- Message relay service
- Caravans and trailers are recovered with the car, driver and passengers

### ASDA Breakdown

- Help at home or at the roadside
- Recovery to local garage or to a destination of your choice anywhere in the UK
- A choice of either a hire car (up to 1600cc) for 2 days, alternative transport up to £100 or overnight accommodation up to £60 per person to a maximum of £500 if your car cannot be repaired by the end of the day
- £40 towards public transport costs to collect your vehicle once repaired
- A relief driver if you fall ill or suffer an injury that prevents you from driving
- Message relay service
- Caravans and trailers are recovered with the car, driver and passengers if the breakdown occurs away from home

### ASDA European Breakdown

- All the benefits of Asda Breakdown while in the UK or Republic of Ireland
- A hire car if your car suffers a breakdown up to 7 days before you travel to Europe, if you breakdown in Europe or if your car has not been repaired by the time you return to the UK
- Help if you miss a pre booked Motorail Connection
- Overnight accommodation of up to of £60 per person per night if your car cannot be repaired
- A relief driver if you fall ill or suffer an injury that prevents you from driving while in Europe
- Arranging repatriation of your vehicle if it cannot be repaired in Europe

## 4 Personal Cover (optional benefit)

We will extend the level of cover you have to any privately owned vehicle you or your spouse/partner are driving or travelling in at the time of a breakdown in the UK. You cannot use Personal Cover while in Europe.

### Significant or unusual exclusions applying to the whole policy

- Unless you give us a future start date, cover begins at 23:59 the day after you purchased the policy
- For Asda Roadside customers, no more than 6 call outs are allowed during the policy year
- For Asda Roadside customers, vehicles must not be more than 10 years old when the policy starts
- Vehicles which are used for Hire and Reward purposes will not be covered
- Vehicles which were not roadworthy or were broken down before your policy began will not be covered
- Excessive or unreasonable use of the service. An example of this could be a failure to repair the vehicle following a call out for the same problem or lack of routine or recommended maintenance
- The cost of all parts or supplies used or provided to you or for your vehicle
- Any change to the vehicle on cover must be permanent
- Any charges incurred because your vehicle is not carrying a legal or serviceable spare wheel
- Any costs involved with using additional equipment to move your vehicle into a position where we can try to repair it or transport it
- Breakdown services for vehicles involved in sporting events
- We will not pay any costs for assistance that has not been arranged through our control centre
- Any claims arising from speeding, alcohol or drug related incidents
- Any fines, penalties, tolls or unclamping charges you have to pay. We will pay any toll fees if you have been recovered by one of our agents
- Any labour charges unless they are covered by your policy or where have agreed to pay them prior to any repairs commencing
- The cost of any service outside the period of cover shown on your Asda membership card or where the premium has not been paid
- Vehicles must conform to the dimension and age restrictions shown in Section B of the policy document (Vehicles)

## Period of cover

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The policy is a 12 month contract and cover will be in place for 12 months or as specified on your Asda membership card.

## Your rights to cancel your insurance

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### At the start of your insurance

When you receive your documents, you have 14 days to check you're happy with the insurance cover you've bought. If the cover doesn't meet your needs, you can cancel your insurance by contacting us. You must do this within the 14 day period. We will then refund any money you've paid, as long as you haven't used any of our services during that time.

If you have used our services during this 14 day period, or intend to use the service then we're entitled to recover any related costs.

Refunds will be made within 30 days of receiving your request to cancel.

### During the policy

After the initial 14 day period, you're entitled to a refund of the premium you've paid unless you've used our service. We will make a deduction for the days you've been insured by us, and may also add a charge to cover our administrative costs. This charge will be subject to insurance premium tax where applicable.

To cancel your insurance cover, please contact us at: Customer Services, Asda Breakdown, c/o Britannia Rescue, Floors 2&3, Folly Hall Mills, St Thomas Road, Huddersfield, West Yorkshire, HD1 3LT. Tel No: 0844 335 1250 (Mon - Fri 8am to 10pm Sat - Sun 9am - 5pm).

## 6 What to do if our service isn't what you expected

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We do all we can to give you a first class policy and service. But there may be times when you feel our service isn't up to scratch. If this is the case, we'd like to know so we can put things right. Please phone or write to us:

Telephone on 0800 756 8828 (Monday-Friday 9am-5pm) or write to us:  
The Quality Manager, Asda Breakdown, Britannia Rescue, Floors 2&3, Folly Hall Mills, St Thomas Road, Huddersfield, West Yorkshire, HD1 3LT.

Email: [asdabreakdownquality@britanniarescue.com](mailto:asdabreakdownquality@britanniarescue.com)

Please quote your policy number in all correspondence to help us take care of your complaint as quickly as possible. If you'd like to see a copy of our internal complaints procedure, please ask.

If we can't resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter. Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone 0845 080 1800.

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

## What happens if we can't meet our liabilities?

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If we can't meet our liabilities to you, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS).

You can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

You can also write to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN or telephone 020 7892 7300.

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# 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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