

Asda Value Car Insurance

Policy Wording



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Welcome to Asda Value Car Insurance

We are pleased you have arranged your car insurance through Asda. We have been providing financial services products for almost 10 years and in that time we have grown to provide a range of products.

Asda Value Car Insurance offers market leading cover at a competitive premium, revolutionary flexibility and control over your Policy through our websites and UK service centres.

As well as the added reassurance of a 24 hour emergency claims line, Motor legal protection, courtesy car whilst an approved repairer fixes your car (subject to availability) and up to £750 cover for loss/damage to audio equipment in your car, we have a number of additional benefit options available to suit your needs that can be added to your policy.

Asda Value Car Insurance is arranged and administered by Commercial Vehicle Direct Insurance Services Ltd (CVD) who are authorised and regulated by the Financial Conduct Authority (Firm reference No. 302216). www.fca.org.uk. Registered office: MMT Centre, Severn Bridge, Aust Bristol BS35 4BL. Registered in England and Wales number 04137311. Asda Money is a trading name of Asda Financial Services Limited and Asda Stores Ltd who are Introducer Appointed Representatives of Commercial Vehicle Direct Insurance Services Ltd.

CVD is an insurance intermediary and we arrange cover through Southern Rock Insurance Company Limited & Alwyn Insurance Company Limited private car and single insurers for Legal Expenses, Key Cover, Vehicle Hire and Keeping You on the Move cover. Please contact us for details of these insurers. Our service includes, but is not limited to, arranging Your insurance cover and helping You with on-going changes.

Commercial Vehicle Direct Insurance Services Ltd (CVD) registered in England and Wales number: 04137311. Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL.

This booklet is made of two parts:
Part A Your Car Insurance Policy
Part B Your Legal Expenses Policy

Part A - Your Car Insurance Policy: Introduction

Asda Value Car Insurance is pleased to welcome You as a policyholder

This policy wording and accompanying documents are evidence of a legally binding contract of insurance between You (the Insured) and Us (the Insurers shown on Your Motor Policy Schedule). This contract is entered into on the basis that You have taken all reasonable care to answer all questions asked honestly, accurately and to the best of Your knowledge and that any other information given either verbally or in writing by You or on your behalf at the time You applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief. The information that You have given to Us is shown on Your statement of Information but will also include further information given either verbally or in writing by You or on Your behalf at the time You applied for insurance.

Your Car insurance contract is made up of the following documents which should be read together:

- This Insurance Policy Document
- The Motor Policy Schedule
- The Certificate of Motor Insurance
- The Statement of Information

Please carefully read all the documents that form Your contract of insurance carefully and make sure they meet with Your requirements.

If any of the details are incorrect You must inform Us immediately, failure to do so may result in result in Your policy being cancelled or Your claim being rejected or not fully paid.

If You have any questions concerning Your insurance please email: customerservices@asda-carinsurance.co.uk

Or You can call us on 0845 125 2856

In return for You paying or agreeing to pay the premium, We will insure You, subject to the Terms, exceptions, exclusions, conditions and Endorsements contained in or endorsed upon this Policy on the basis of the cover shown in Your Motor Policy Schedule for accident, injury, loss or damage that happens during the Period of Insurance.

Please keep this Policy in a safe place as You may need to refer to it if You need to make a claim.

Please call to report all incidents within 24 hours of the incident occurring, ideally within 1 hour, even if You are not claiming.

The obligations of the subscribing insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each company's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

This Policy is a contract between Us and You, the Policyholder. It is not intended that The Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this Policy including the right to enforce any part of it.

What Sections of Your Car Insurance Policy Apply?

The following sections detail Your cover, different sections will apply depending on whether You have fully comprehensive or third party fire and theft cover only.

If You wish to upgrade Your cover from third party fire and theft cover to fully comprehensive or upgrade Your policy to take advantage of the additional benefits we have available You can call us on 0845 125 2856

Policy Cover	Comprehensive Cover	Third Party Fire and Theft
Section 1. Loss And Damage	✓	✓*
Section 2. Liability To Third Parties	✓	✓
Section 3. Medical Expenses	✓	
Section 4. Emergency Medical Treatment	✓	✓
Section 5. Windscreen/Glass Cover	✓	Optional**
Section 6. Foreign Travel	✓	✓
Section 7. Servicing Or Repair	✓	✓
Section 8. Personal Belongings	✓	✓
Section 9. Personal Accident	✓	

* Section 1 only applies to TPFT policies for loss or damage caused directly by Fire or Theft.

** Windscreen/Glass cover is only applicable for TPFT if you have purchased this as an optional extra and it is shown on your Policy Schedule.

The General Conditions and General Exclusions apply to all sections of this Car Insurance Policy

What to do In the Event of a Claim

After any accident or incident you must call our 24 hour Claims Helpline as quickly as possible following the incident (this must be within 24 hours of the incident but ideally within 1 hour). This is regardless of whether you wish to make a claim under the policy or not. Delay in notification of an incident to us may invalidate your right to claim.

To make a claim, or to report an incident which may result in a claim, call the 24 hour Claims Helpline on: 0844 579 6491

Your policy number can be found on Your Certificate of Motor Insurance
Lines are open 365 days a year.

Windscreen/Glass Claim Helpline Numbers 0800 294 7772

When You call, please have ready Your current Certificate of Motor Insurance, details of the driver if other than Yourself, Your Car, and details of the incident itself. Our operators will take down full details of the incident.

If your claim is due to theft, attempted theft or vandalism you must also inform the Police and obtain a crime reference number.

Our operators will provide every assistance to ensure the least inconvenience to You, and through the use of Our extensive Approved Repairer network, can ensure (if Your cover is relevant) a fast and efficient repair.

Regardless of blame it is important that you take the following action:

Stop:

Stop as soon as possible, in a safe place (if you have a warning triangle, place it well before the obstruction).

If anybody has been injured, call the police and ambulance service.

Sketch:

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper in your vehicle).

Note down:

You will need to make a note of:

- The vehicle registration number, name, address and telephone number of any other drivers involved in the accident.
- The number of passengers in each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name, address and telephone number of any witnesses to the accident.

- The name, telephone number and constabulary of any police officer who attends the accident.

Take a photo:

If you have a mobile phone with you and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

Provide:

You must give your own details to anyone who has reasonable grounds for requesting them.

DO NOT:

Do not admit responsibility, either verbally or in writing. Instead, ask any other person involved in the accident to contact us on the 24 hour claims helpline number below.

By getting the other person(s) involved in the accident to ring the 24 hour helpline you will give him/her the opportunity of obtaining our assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason you have not been able to exchange details with other drivers or owners of property or you were in collision with an animal, you must report the accident to the police as soon as possible and certainly within 24 hours of the accident.

Claims Procedure

You should immediately:

- **Call the Claims Helpline**
- Send Us any communication You receive about the incident.
- Let Us know if anyone insured under this Policy is to be prosecuted as a result of the incident, or there is to be an inquest following a fatal accident.

We can conduct (in Your name or the name of the person claiming under the Policy) the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this Policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this Policy shall give Us all the assistance necessary in order for Us to achieve settlement. If You fail to assist this may invalidate cover.

In the event of a claim covered by this Policy You must still pay the premium. If payment is not made We:

- May cancel this Policy in accordance with the General Conditions Applying To The Whole Policy section of this document and seek payment of the outstanding balance of premium.
- May refuse to pay any claim arising from an occurrence on or after the due date of the premium.

- Reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Car, which is covered by this Policy.

Termination of the Policy

In the event of a claim being rejected where cover is excluded or limited by any policy clause We reserve the right to terminate this Policy immediately.

Fraud

If any claim is in any way fraudulent or if You or anyone acting on Your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited

Windscreen/Glass Claims

To make a Windscreen/Glass claim, please contact the Windscreen/Glass Helpline on **0800 294 7772** to arrange for replacement or repair of Your windscreen or windows.

Windscreen/Glass cover is set out in section 5 of the Policy. Please ensure You have the relevant cover before reporting a claim.

Definition of Terms

Certain words appear throughout your Motor Policy Wording, Schedule of Insurance and Certificate of Motor Insurance and have the same meaning wherever they are shown irrespective of its typeface or colour.

Accessories

Parts of Your Car that are not directly related to how it works as a vehicle. This includes radio, cassette, disc player or similar component that forms a permanent part of Your Vehicle.

Certificate of Motor Insurance

Legal evidence of Your Car insurance. It shows the car(s) We are insuring, who may drive Your Car(s), what the car(s) may be used for and the Period of Insurance.

Endorsement

An extra or alternative wording that changes the Terms of Your Policy. The Endorsements which may apply are contained within Your Policy Document and shown in Your Motor Policy Schedule.

Excess

The amount of any claim You will have to pay if Your Car is lost, stolen or damaged.

Fire

Fire, self-ignition, lightning and explosion.

Great Britain

England, Scotland and Wales.

Market value

The cost of replacing Your Car at the time of loss or damage, taking into account its make, model, age, mileage and condition. This shall not exceed the estimate of value that You last gave Us.

Motor Policy Schedule

The Motor Policy Schedule should be read in conjunction with the Policy. It provides details of Your Car, cover, Endorsements, premium and any Excess that may apply to Your Policy.

Partner

Your husband, wife, civil partner or someone who You are living with in a long-term permanent relationship as if You are married to them.

Period of Insurance

The period of time covered by this Policy as shown in the Motor Policy Schedule.

Policy

This Policy Document, the Motor Policy Schedule, Statement of Information and Certificate of Motor Insurance.

Statement of Information

A record of statements that You have made and information You have confirmed to Us which forms the basis of Your contract of insurance.

Terms

All Terms, exclusions, conditions and limits which apply to Your Policy.

Territorial Limits

Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, Croatia, Cyprus, Denmark, Estonia, France (including Monaco), Finland, Germany, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland, the Czech Republic, Slovakia, Slovenia and Gibraltar.

Theft

Theft or attempted Theft or the taking of Your Car without permission.

Track Day

When Your Car is driven on a racing track, on an airfield or at an off road event.

Trailer

Any drawbar Trailer, semi-trailer, horsebox or caravan.

United Kingdom

Great Britain, Northern Ireland, Isle of Man and The Channel Islands.

We/Us/Our

Your insurer as named in Your Motor Policy Schedule and Certificate of Motor Insurance.

You/Your

The person or persons named in Your Motor Policy Schedule, Statement of Information and Certificate of Motor Insurance.

Your Car

Any motor car for which You have a current Certificate of Motor Insurance under this Policy.

Young and Inexperienced Driver

A young driver is any driver under the age of 25. An inexperienced driver is 25 years of age and over, who is licenced to drive but has not yet held a Full UK/EU licence for a full 12 months period.

General Conditions Applying To The Whole of Your Car Insurance Policy

The following General Conditions apply to all sections within Part A of this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the Terms and conditions of this Policy, it could make the cover invalid or mean We may refuse to pay all or part of Your claim.

Cancellation

You have the right to cancel Your Policy during a period of 14 days either from the day of purchase of the contract or the day on which You receive Your Policy documentation, whichever is the later.

For more information regarding cancellation please contact Asda Value Car Insurance.

You can write to Asda Value Car Insurance at:

Asda Value Car Insurance, MMT Centre, Severn Bridge, Aust Bristol BS35 4BL

or

Email customerservices@asda-carinsurance.co.uk

or call our Service Team on 0845 125 2856.

To cancel, You must return Your original Certificate of Motor Insurance.

Cancellation by You within the 14 day cooling off period

If you exercise Your right to cancel during this initial 14 day period of cover and the insurance cover has not yet commenced, You will be entitled to a full refund of the premium paid. If the insurance cover has already commenced, and You have not made a claim, or a claim has not been made against You then You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for the cost incurred by Asda Value Car Insurance in issuing the Policy. All administration fees and charges are set out fully in the broker's terms of business.

Please note the full annual premium is payable in the event of a claim and no refund will be given.

Cancellation by You after the 14 day cooling off period

If cover has commenced and you have not made a claim, or a claim has not been made against You then you can still cancel your policy, however your refund will be subject to a pro rata deduction for the time You have been covered and for the costs incurred by us in issuing the policy. All administration fees and charges are set out fully in the broker's terms of business.

To exercise Your right to cancel Your Policy, You must forward Your Current Certificate of Insurance to Asda Value Car Insurance.

Where We may cancel Your cover

We, or Our appointed agents may cancel this Policy by giving You 7 days' notice by recorded delivery. We will send notice of cancellation to Your last known address. You must then send Asda Value Car Insurance the Certificate of Insurance.

In the event of Us cancelling Your policy You will be entitled to a refund of the unused premium paid. Please note the full annual premium is payable in the event of a claim and no refund can be given.

Your Responsibilities

When purchasing, amending and renewing Your insurance policy, You must take reasonable care to answer all questions honestly and to the best of Your knowledge. If You don't answer the questions correctly, Your policy may be cancelled or Your claim rejected or not fully paid.

If You are unsure of Your answer to a particular question, You should make reasonable efforts to obtain the information required to answer it correctly.

When You purchase a policy with us, we will send You a Statement of Information confirming the information You have supplied, along with Your policy documents. Please check this information carefully to make sure it is all correct. If You notice any inaccuracies, please contact us to make the required amendments immediately.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Changes which may affect Your cover

You must notify Asda Value Car Insurance and You should let Us know if any of the details You have given Us change, whether you believe this is relevant to us or not.

If Your circumstances change You must tell Asda Value Car Insurance. The list below is not exhaustive but gives You an indication of changes You should tell us about:

- Changes made to Your Car which improve its value, performance or handling.
- Changing from a Provisional to a Full Driving Licence when passing Your practical driving test to become a qualified driver.
- Changing Your Car.
- The car being modified from the manufacturer's standard specification or if you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc.).
- Your Car being used for a purpose not included on Your Certificate of Motor Insurance.
- You or anyone covered by this Policy being convicted of a motoring offence other than fixed penalty parking tickets or receives a licence endorsement.
- The address where Your Car is normally kept changing.
- You or anyone covered by this Policy changing occupation.

Once You have told Us about the change We will reassess Your cover and premium. For some changes You may need to pay an additional premium and some changes may be unacceptable to Us.

You should keep a record of the information You give in relation to this Policy. If You fail to take reasonable care to provide complete and accurate information to the best of Your knowledge and belief when You take out Your insurance Policy or if You do not tell Us about any changes, We may:

- reject Your claim
- reduce, make deductions from or pay only a proportion of Your claim
- cancel or invalidate the Policy
- void the Policy, which means to treat the Policy as though it never existed
- do a combination of the above

This insurance will only apply if:

- The person claiming has kept to all the Terms and conditions of this Policy.
- All the information You have given and upon which the Policy is based is correct and complete.

Telephone Call Recording

For Our joint protection, telephone calls may be recorded and/or monitored.

No Claims Discount

If You do not make a claim under Your Policy, Your renewal premium will be reduced in accordance with Our scale applicable at such time.

Windscreen/Glass claims do not affect your No Claims Discount. The No Claims Discount is applied to the Policy premium as a whole (excluding any flat rate premium) and in the event of a claim the discount will be reduced in accordance with Our scale applicable at such time regardless of which vehicle was involved. We reserve the right to retain proof of Your no claims entitlement until all payments due have been made.

No Claims Discount Protection

(Please note that this only applicable if shown on Your Motor Policy Schedule)

A No Claims Discount of four or more years will not be reduced provided no more than two partial fault, fault, Fire or Theft claims occur within any five consecutive years. If three or more claims are made during the five year period, We will reduce the discount you receive.

This extension only applies if referred to in Your Motor Policy Schedule, subject otherwise to the Terms of Your Policy.

Other Insurance

If You claim for anything that is covered by any other insurance, We will only pay any amount You cannot get back from the other insurance up to the limits of this Policy.

Care of Your Car

Your Car must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law.

You must do all You can to protect Your Car and contents and keep Your Car in a safe and roadworthy condition. If We ask You must let Us examine Your Car at any reasonable time. If You do not take reasonable care of Your Car and meet any security requirements, this Policy may no longer be valid and We may not pay any claim.

Right of Recovery

If the law of any country which the Policy covers requires us to make payments which, but for that law, We would not otherwise have paid. You must repay the amount to Us.

If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.

Law Applicable To Contract

The insurance is governed by English Law.

Use of Language

Unless otherwise agreed, the contractual terms and other information relating to this contract will be in English.

Monthly Premiums

If the premiums are paid monthly and You fail to pay an instalment when due or fail to maintain a Direct Debit Mandate and such default is not corrected within the time permitted by the Consumer Credit Act 1974 the whole of the outstanding balance will become due and payable. If this sum is not paid within seven days, the insurance cover will be cancelled. In the event of a total loss claim under this Policy, all remaining monthly premiums for the Period of Insurance will immediately become due. We reserve the right to deduct this amount from the claims settlement.

Important Information About Your Car Insurance Policy

The Financial Services Compensation Scheme

If We are unable to meet Our liability under this Policy You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme,
10th Floor, Beaufort House
15 St Botolph Street
London EC3A 7QU

Motor Insurance Database (MID)

Information relating to Your insurance Policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including :

- I. Electronic Licencing.
- II. Continuous Insurance Enforcement.
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If You are involved in a road traffic incident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your Car seized by the Police. You can check that Your correct registration number details are shown on the MID at www.askmid.com

Please note that the MID does not constitute proof of insurance. In order to be able to prove that Your Car is insured You should carry Your Certificate of Motor Insurance with You when using Your Car.

Data Protection Notice

This Data Protection notice explains how We may use Your details. It tells You about the registers and databases that We and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to the insurance. All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Your privacy is important to Us and We assure You that We will respect Your personal information. Asda Value Car Insurance will share information with insurers and We will use Your information to manage Your insurance with Us, including underwriting, claims handling and statistical analysis. Please be aware this may include disclosing Your information within the Commercial Vehicle Direct Insurance Services Ltd group and to any agents who provide services on Our behalf, including those located outside the European Economic Area. By accepting this insurance You consent to such use of Your personal data.

You should show this notice to anyone insured to drive Your Car covered under this Policy.

For more information on the Data Protection Act You may also write to the Information Commissioners Office at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 08456 306060 or 01625 545745 E-mail: mail@ico.gsi.gov.uk

Access To Your Information

You can write to Asda Value Car Insurance at any time to obtain details of the information held about You. Please write to:

Data Protection Officer
Car Insurance
MMT Centre
Severn Bridge
Aust
Bristol BS35 4BL

Please quote Your name, postal address and email address along with the details of Your requirement. Asda Value Car Insurance will take reasonable steps to confirm Your identity before providing You with details of any personal information held about You.

Therefore Asda Value Car Insurance would be grateful if You could provide two forms of identification such as a copy of a passport or Driving Licence and a copy of a utility bill to confirm address. In accordance with the Data Protection Act, 1998 Asda Value Car Insurance are entitled to charge £10 to cover the administration costs involved with this process. Please make cheques payable to Commercial Vehicle Direct Insurance Services Ltd.

Fraud Prevention and Detection

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:

- I. checking details on applications for credit and credit related or other facilities.
- II. managing credit and credit related accounts or facilities.
- III. recovering debt.
- IV. checking details on proposals and claims for all types of insurance.
- V. checking details of job applicants and employees.

Please contact Asda Value Car Insurance 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.

Some of the registers We make use of are:

- The Claims and Underwriting Exchange (CUE). This is run by Insurance Database Services Ltd. The CUE database is used by most UK insurers and holds details of most motor and household insurance claims.
- Insurance Hunter. This is a central insurance anti-fraud system to which other insurers also have access. This database is designed to combat activities such as identity Theft and money laundering.
- The Motor Insurance Anti-Fraud and Theft Register. This central database contains details of stolen and written off vehicles.

To protect Your interests, We will check any information provided against these registers for completeness and accuracy. If We find that false or inaccurate information has been given to Us, or We suspect fraud We will take action, which could result in prosecution.

You should show this notice to anyone insured to drive Your Car covered under this Policy.

Regulatory Information

Southern Rock Insurance Company Limited & Alwyn Insurance Company Limited

Southern Rock Insurance Company Limited

Eurolife Building

1 Corral Road

Gibraltar

Alwyn Insurance Company Limited

P.O. Box 1338

Grand Ocean Plaza

1st Floor

Ocean Village

Gibraltar

Southern Rock Insurance Company Limited is authorised and regulated by the Financial Services Commission. Registered in Gibraltar (No. 93137)

Alwyn Insurance Company Limited is authorised and regulated by the Financial Services Commission. Registered in Gibraltar (No. 106261)

General Exclusions Applying To The Whole of Your Car Insurance Policy

These General Exclusions apply to all sections within Part A of this Insurance Policy and describe the things which are not covered. These apply as well as the exclusions shown in each Section of Part A detailing the cover provided.

1. This Policy does not apply when any car covered by it is:
 - a. Used for any purpose not permitted by the effective Certificate of Motor Insurance.
 - b. Driven by or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsements.
 - c. Driven by or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving or who has not held a driving licence or who is prevented by law from holding one or who is driving outside the conditions of their licence, particularly, but not limited to, that of being not being accompanied by a qualified driver whilst holding a provisional licence.
 - d. Driven by or in the charge of anyone who does not keep to the conditions of their licence or all the terms and conditions of this Policy
 - e. Used to tow, for reward, any Trailer or vehicle (or any property in the Trailer, or vehicle).
 - f. Used to carry passengers or goods in a way likely to affect the safe driving and control of the car.
 - g. Driven by, or is in the charge of any person whom Your Car has been hired.

- h. Involved in any incident regardless of type, be that Accident, Fire, Malicious Damage, Theft or attempted Theft and does not have a valid MOT Certificate in force at the time of the incident
 - i. Used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate (You may be asked to provide details to show that Your Car was regularly maintained and kept in a good condition).
 - j. Used in connection with the motor trade.
 - k. Driven by or in the charge of anyone who does not meet all the conditions described in the Endorsements in Your Motor Policy Schedule and all the General Conditions Applying to the Whole Policy and any other Terms of this Policy.
 - l. Involved with an incident following which You, a driver described on Your Certificate of Insurance as an insured driver, or any other person are convicted of:
 - Driving with an alcohol level in excess of the legal limit;
 - Driving while unfit through drink or drugs;
 - Failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis.In such circumstances we will make payments to satisfy our obligations as required under the Road Traffic Acts, but we reserve the right to seek to recover any such amounts from You or the driver of your car.
 - m. loss or damage caused maliciously or deliberately by any person driving Your Car with Your permission or agreement.
2. This Policy does not cover any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
- Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel from any nuclear waste from the combustion of nuclear fuel
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
 - Carrying any dangerous substances or goods.
3. Except as required under the Road Traffic Acts, this Policy does not cover any loss or damage caused by war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
4. This Policy does not provide cover for any liability, which it is reasonable to conclude, arises out of any acts of terrorism as defined in Part 1 of the UK Terrorism Act 2000 or successors thereto, except as is necessary to meet the requirements of the Road Traffic Acts. In territories other than the United Kingdom the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.
5. This Policy does not cover death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution or contamination to have happened at the time the incident took place.

6. We will not pay the claim and all cover under the Policy is forfeited if You or anyone acting for You makes a claim under the Policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss, damage or injury is caused by Your wilful act or with Your connivance.
7. This Policy does not apply when any car covered by it is towing more than one caravan, Trailer or disabled mechanically propelled vehicle at any one time.
8. This Policy does not provide cover for loss or damage arising during (unless it is proved by You that the loss or damage was occasioned thereby) or in consequence of:
 - Earthquake.
 - Riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

Except as required by any Road Traffic legislation.

9. This Policy does not provide cover for loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
10. This Policy does not provide cover for any incident, injury, damage, loss, or any liability of whatsoever nature while Your Car is in or on that part of an aerodrome, airport, airfield or military base provided for:
 - (a) The take-off or landing of aircraft and/or the movement of aircraft on the surface.
 - (b) Aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas.
11. Use on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.
12. This Policy does not provide cover for any liability that You have agreed to accept unless You would have had that liability anyway.
13. This Policy does not provide cover for any decision or action of a court which is not within the Territorial Limits is not covered by this Policy unless the proceedings are brought or a judgement is given in a foreign court because Your Car was used in that country and We had agreed to cover it there.
14. This Policy does not provide cover for use of any description on footpaths bridleways, or restricted byways and only provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to traffic.
15. This Policy does not provide cover for loss, damage or liability caused maliciously or deliberately by any person driving Your Car with Your permission or agreement.

Section 1. Loss And Damage

Loss of or Damage to Your Car, Accessories or Spare Parts

In the event of damage to Your Car resulting from Accident, Fire or Theft We will either:

- Repair the damage
- Replace what is lost or damaged beyond economical repair
- Pay the cost of the loss or damage at our discretion.

The most We will pay is the Market Value of Your Car, Accessories (subject to Policy limitations) and spare parts at the time of the loss or damage. We will not pay more than the amount for which You insured them. If, to Our knowledge, Your Car is subject to a hire purchase, finance 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 Us.

If a replacement for any damaged accessory or part of Your Car is not available We will pay the value of the accessory or part at the time of the loss. We will not pay more than the manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such a list is not available the most We will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. We may use Accessories or parts, which are not made or supplied by the manufacturer of Your Car but are of a similar type and quality to the parts We are replacing. We reserve the right to replace any parts with a part that is standard to the manufacture of the Car. If Your Car has been modified and this has not been disclosed to Us when taking out cover Your claim may be rejected and this Policy invalidated. We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the United Kingdom.

If Your Car cannot be driven because of the loss or damage covered under this Policy, We will pay the reasonable cost of protecting Your Car and taking it to the nearest competent repairer. After it has been repaired We will pay the reasonable cost of delivering it to Your address in the United Kingdom. We will retain at Our discretion, the right to the salvage of a vehicle following a total loss for disposal in accordance with the Association of British Insurers Codes of Practice.

Audio Cover

This Policy will cover the loss of or damage to any radio, cassette, disc player or similar apparatus and component parts and is limited to the maximum payable (shown below) upon any one occasion when loss or damage occurs. This cover applies only to equipment permanently fitted to Your Car.

Comprehensive £750

Third Party Fire and Theft £500

The cover levels shown are prior to deduction of the applicable Policy Excess.

Excess

For full details of any Excesses which may apply to a particular claim, refer to the Endorsements shown in this Policy and referred to in the Motor Policy Schedule. Please note that any claim accepted under this Policy for malicious damage would be classed as a fault claim and the Excess payable will be shown as E1 Own Damage Excess as specified in the Motor Policy Schedule.

Young/Inexperienced Drivers

Any driver under the age of 25, or any drivers 25 years of age and over who are licenced to drive but have not yet held a Full UK/EU licence for a full 12 months period.

The standard Policy Excess is stated on Your attached Schedule. If Your Vehicle or any of its Accessories or spare parts are damaged whilst Your Vehicle is being driven by, or in the charge of a person who is young or inexperienced, You will have to pay the additional excess shown below towards any claim.

Additional Excess	
Inexperienced driver aged 25yrs and over	£100
Young driver aged 21-24yrs (Inclusive)	£150
Young driver 17-20yrs (Inclusive)	£250

You will not have to pay the amounts shown above if the loss or damage is caused by Fire or Theft as a standard Fire & Theft Excess of £100 applies.

What is Not Covered

We will NOT pay for any of the following:

1. Depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions,
2. Loss of use or value of Your Car,
3. Damage to tyres by application of brakes or by punctures, cuts or bursts,
4. Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason,
5. Loss resulting from repossession of Your Car or return to its rightful owner,
6. Loss of or damage to Your Car caused by a member of Your Immediate Family, or a person living in Your home, taking Your Car without Your permission,
7. Loss of or damage to Your Car or Accessories while You are not in the car arising from Theft or attempted Theft, malicious damage and vandalism when:
 - Ignition keys have been left in or on Your Car; or
 - Your Car has not been secured by means of door and boot lock; or
 - Any window or any form of sliding or removable roof or hood have been left open or unlocked; or

- Your Car is fitted with a manufacturer's standard security device and the device is not operational or is not in use,
8. Loss or damage to telephone, communication, navigation, radar equipment or television/games equipment of any kind,
 9. Any increase in damage as a result of Your Car being moved under its own power following an Incident, Fire or Theft, unless Your Car is causing an obstruction,
 10. Damage caused by frost or freezing,
 11. That part of the cost of any repair or replacement which improves Your Car beyond its condition immediately before the loss or damage occurred,
 12. Loss or damage arising from any intentional damage to any property or the death of, or injury to any person caused by or incurred with the consent or connivance of the insured or arising out of the deliberate use of the insured vehicle:
 - to cause damage to other vehicles or property; and/or
 - to cause injury to any person and/or to put any person(s) in fear of injury.
 13. Any loss or damage whilst You, anyone insured under Your Policy, or anyone You give authority to, undertakes any form of repairs or improvements to Your Car who is not qualified to do so,
 14. Loss or Theft of keys or similar device, remote controls or security devices and in any of these events the replacement of locks,
 15. Loss or damage to any Trailer whether or not it is being towed by or attached to Your Car,
 16. Loss or damage arising whilst Your Car is being driven by or in the charge of any person who is under the influence of alcohol or drugs or; has a blood or urine alcohol content in excess of the legal limit or; refuses to supply a breath, blood or urine sample,
 17. Loss or damage caused by an inappropriate type or grade of fuel being used,
 18. Any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting,
 19. Any loss or damage whilst being parked by an employee of a hotel or restaurant or car parking service,
 20. Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority,
 21. Loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time,
 22. Loss of Your Car through deception by someone who claims to be a buyer,
 23. If at the time of an incident, regardless of type, be that accident, Fire, malicious damage or Theft, Your Car is used in an unsafe or unroadworthy condition or, where such regulations require, does not have a current MOT Certificate (You may be asked to provide details to show that Your Car was regularly maintained and kept in a good condition),
 24. If Your Car is being driven by someone who does not have a valid Driving Licence or who is driving outside of the conditions of their licence,
 25. Any storage charges unless You tell Us about them and We agree in writing to pay for them,

26. Any loss of any kind directly or indirectly arising from the provision of, or delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an insured incident,
27. Any loss or damage up to the amount of the Excess that appears in Your Motor Policy Schedule.

Section 2. Liability To Third Parties

Cover Provided for You

- This Policy covers You for all You legally have to pay for the death of or personal injury to any person as a result of an incident involving Your Car
- Damage to any property as a result of an incident involving Your Car for up to £20,000,000 and for costs and expenses incurred up to £5,000,000. This cover applies to any one event or any series of incidents resulting from one event.

Driving Other Cars

If Your current Certificate of Motor Insurance includes driving other Cars, this Policy provides the same cover as Section 2 'Cover Provided for You' above, when You are driving any other car. Note that there is no cover for loss or damage to that other Car. This extension of cover is not available to use of a car derived van, van, motorcycle or any other motor vehicle that is not a private motor car.

This cover only applies to the Policyholder and:

- You are 25 years of age or over at the time of start or renewal of this Policy
- You do not own or have not hired the car under a lease, finance or hire purchase agreement
- You are still in possession of the car insured under this Policy and it is not reported stolen or written off
- You are not a firm or company
- The car is being used within the "limitations of use" shown in Your current Certificate of Motor Insurance
- There is a current and valid Policy of insurance in force for the car being driven under this section of the Policy
- You are not entitled to make a claim for damage under any other insurance policy
- You have the owner's permission to drive the car
- The car is being driven within the Territorial Limits
- The car being driven is registered within the Territorial Limits
- The car has not been seized by, or on behalf of, any government or public authority
- You are using the car for social, domestic and pleasure purposes

Other drivers named on the policy are not covered for driving any other car(s) under this policy.

Cover Provided for Other People

We will give the following people the same insurance cover We give You:

- Anyone You allow to drive Your Car who is named to drive it under the Certificate of Motor Insurance and is not excluded by an Endorsement.
- Anyone You allow to use, but not drive, Your Car for social, domestic and pleasure purposes.
- Any passenger travelling in or getting out of Your Car.

Your Legally Appointed Representatives

If anyone insured under this Policy dies, We will transfer to their estate the protection We provide under this Policy.

Legal Fees and Expenses

If We give Our prior written agreement, We will pay the fees of the legal representatives We instruct to:

- (a) Represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry and to defend proceedings in a Court of Summary Jurisdiction for any incident which might give rise to a claim under part (b) below.
- (b) Defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving.

This cover for legal fees and expenses only applies if:

- You ask Us to provide the cover and We agree to provide it.
- The death or deaths giving rise to the proceedings are caused by an incident covered by this Policy.
- The event causing deaths must have happened in the United Kingdom

What is Not Covered

The cover under this section will not apply:

- (a) unless the person driving holds a licence to drive such a Car, and has held a licence to drive such a Car at the time of the incident giving rise to the claim, and is not disqualified from holding or obtaining such a licence except when Your Car is being driven and a licence is not required by law.
- (b) If to the knowledge of the person claiming to be Indemnified, the person driving does not hold a licence to drive such a Car, unless they have held a licence to drive such a Car at the time of the incident giving rise to the claim and is not disqualified from holding or obtaining such a licence.
- (c) to Indemnify any person:
 - if such person is entitled to Indemnity under any other Policy
 - unless he/she shall observe, fulfil and be subject to the terms, Exclusions, Conditions and Endorsements of this Policy in so far as they can apply
- (d) In respect of death of or bodily injury to any person in the employment of the person claiming to be Indemnified arising out of and in the course of such employment except as required by any relevant road traffic legislation.

- (e) Except for liabilities incurred under any relevant Road Traffic Legislation:
- Death or bodily injury to the person driving or in charge of Your Car
 - Legal liability when a Trailer is being towed for profit
 - Damage to Your own Car
 - Any claim resulting from carrying, preparing, selling or supplying of any goods by You or on Your behalf
- (f) In respect of damage to any Car in connection with which indemnity is provided by this section.
- (g) For loss or damage to property belonging to or in the custody or control of any person insured under this part of the Policy.
- (h) To Indemnify any person involved in an accident following which You, a driver described on Your Certificate of Motor Insurance as an insured driver, or any other person are:
- Driving with an alcohol level in excess of the legal limit;
 - Driving while unfit through drink or drugs; whether prescribed or otherwise
 - Failing to provide a blood, urine or breath specimen when required to do so, without lawful reason
- (i) To indemnify any intentional damage to any property or the death of or injury to any person caused by or incurred with the consent or connivance of the insured. Any liability whatsoever arising out of the deliberate use of the insured vehicle:
- to cause damage to other vehicles or property; and/or
 - to cause injury to any person and/or to put any person(s) in fear of injury.
- (j) To indemnify any person involved in an accident where the car insured is used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.

Section 3. Medical Expenses

If You, Your driver or any of Your passengers are injured in an incident involving Your Car, We will pay the medical expenses of up to £100 for each insured person.

Section 4. Emergency Medical Treatment

We will pay for emergency treatment as required under the Road Traffic Acts. Any payment made under this section will not affect Your No Claims Discount.

Section 5. Windscreen/Glass Cover

Windscreen/Glass cover is only applicable for TPFT if you have purchased this as an optional extra and it is shown on your Policy Schedule.

We will pay for a broken or damaged windscreen or windows in Your Car and scratching of the bodywork caused by them breaking.

You will pay £75 (the Excess) towards each claim for a broken windscreen or windows. If the damage is repairable and does not require a replacement windscreen or window, then the Excess does not apply.

Provided You contact the Windscreen/Glass Help Line to arrange for replacement or repair of Your windscreen or windows, the cover supplied by this Policy will be unlimited. However, if any other repairer is used then cover will be restricted to £100.00 less the standard Excess.

Any payment under Section 5 solely for the breakage of Your windscreen or windows shall not affect any entitlements to No Claims Discount.

What is Not Covered

We will NOT pay for any of the following:

- Any damage to sun roofs, roof panels, lights or reflectors whether glass or plastic.
- Any amount greater than the Market Value of Your Car at the time of the incident.
- Any incidents due to mechanical failure of automatic or manual sun roofs, roof panels or convertible roofs.
- Any incident, loss or damage whilst Your Car is being driven outside the UK.
- Where Policy cover is upgraded to Comprehensive following a change during the term of the Policy, all benefit under section 5 Windscreen/Glass cover remain excluded.

No claims can be made under this section of the Policy for acts of malicious damage or vandalism, claims for these incidents shall be dealt with under Policy Section 1.

Windscreen/Glass Claim Helpline Numbers

0800 294 7772

Section 6. Foreign Travel

European Union Compulsory Insurance

In compliance with European Union (EU) directives the insurance provided by this Policy will allow the minimum cover required to use Your Car in:

- Any country which is a member of the European Union.
- any country which the Commission of the EU is satisfied has made arrangements to meet the requirements of Article 8 of the EU Motor Insurance Directive 2009/103/EC of Civil Liabilities arising from use of Motor Vehicles.

International Motor Insurance Card (Green Card)

All countries mentioned under European Union Compulsory Insurance have agreed that a Green Card is no longer necessary for cross border travel.

Your Policy, Motor Policy Schedule and Certificate of Motor Insurance will therefore provide sufficient evidence that You are complying with the laws relating to compulsory motor insurance in any of these countries that You visit.

Foreign Use

In addition to this minimum cover the insurance provides the cover shown in the Motor Policy Schedule in any country in the Territorial Limits, subject to Your usual place of residence being in Great Britain, Northern Ireland, The Channel Islands and The Isle of Man. This extension is provided for the purpose of travel only.

Cover under this section includes:

- Transit by sea or rail in or between countries within the Territorial Limits.
- Reimbursement of any customs duty You may have to pay after temporarily importing Your Car into any country within the Territorial Limits provided that Your Car is covered for loss or damage under this Policy.

What is Not Covered

1. Driving other cars. If Your Certificate of Motor Insurance allows the Policyholder to drive any other car, that cover does not apply outside of the Territorial Limits.
2. Any loss, damage or liability when Your Car is taken outside of the Territorial Limits for any reason other than a temporary visit for social, domestic and pleasure purposes.
3. Any loss, damage or liability if Your permanent place of residence is not within the Territorial Limits.
4. Any decision or action of a court which is not within the Territorial Limits is not covered by this Policy unless the proceedings are brought or a judgment is given in a foreign court because Your Car was used in that country and We had agreed to cover it there.
5. Any loss, damage or liability if Your Car is being used for commuting or in any business capacity.

Section 7. Servicing or Repair

Your cover will continue to apply to Your Car when it is in the possession of the motor trade for overhaul, upkeep, service or repair unless any other insurance operates.

At these times the driving and usage limitations set out in Your Certificate of Motor Insurance will not apply, providing the car is worked on by a motor trader or their employees.

Section 8. Personal Belongings

We will pay up to a maximum of £150 for loss or damage to personal belongings carried in or on Your Car caused by Fire, Theft or accidental means.

Additional Benefit

We will also cover the cost of replacing children's car seats and booster seats up to a maximum amount of £100 if Your Car is involved in an incident, damaged by Fire or Theft, or stolen and not recovered, even if there is no apparent damage.

What is Not Covered

We shall not be liable for loss of or damage:

1. To money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or air miles or similar voucher schemes.
2. To goods, tools or samples carried in connection with any trade or profession.
3. to property that is covered under any other Policy.
4. To tapes, cassettes, compact and mini discs, DVDs, citizen band radios, phones or phone equipment.
5. Arising from theft of personal belongings if carried in an open top or convertible car unless contained in a locked boot.
6. arising from theft while the ignition key or similar device has not been removed or all doors, windows and other openings have not been closed and locked whilst Your Car is left unattended.

Section 9. Personal Accident

If You or Your Partner suffer accidental bodily injury in direct connection with Your Car or while travelling in or getting into or out of any other car and the injury is the cause of death, loss of, or permanent and total loss of use of, one or more limbs at or above the elbow or knee, permanent blindness in one or both eyes.

Payment will only be made if the injury, independently of any other cause and within 3 months of the accident, results in:

Amount we will pay for each insured person	
Death	£5,000
Complete and permanent loss of sight of one or both eyes	£2,000
Complete and permanent loss of one or more limbs	£2,000

The most We will pay is £5000 in any one period of insurance regardless of the number of persons injured or the types of injury sustained.

What is Not Covered

We will not pay the benefit if:

- 1 The death or bodily injury is caused by suicide or attempted suicide or any intentional self-injury or the injury happened under the influence of drink or drugs or if they had more alcohol in their body than the limits set down in the Road Traffic Act 1988.
- 2 The injured person is less than 21 years of age or 75 years and over at the time of the accident.
- 3 Death, loss of eyes or limbs arises more than three months after the event leading directly to the condition.
- 4 The death or bodily injury is a direct result of disease, physical sickness or disability
- 5 Anyone fails to keep to the law regarding the use of seat belts.

Service Standards

How to make a Complaint

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please write to the Quality Manager at the following address:

The Quality Manager
Asda Value Car Insurance Service Team
MMT Centre
Severn Bridge
Aust
Bristol BS35 4BL

Alternatively you can contact Asda Value Car Insurance by email: complaints@asda-carinsurance.co.uk

We will acknowledge receipt of your complaint in writing promptly and provide you with a timescale for a full response. We will endeavour to provide you with a final response within 8 weeks.

Full details of our complaints handling procedures are available upon request.

Taking Your Complaint Further

If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. You may contact them at:

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

Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile)

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

Website: www.financial-ombudsman.org.uk

Customer Comments

To ensure that We provide the kind of service You expect We welcome Your feedback in order that We can improve Our products and services. If You have any comments or suggestions about Our cover, services or any other feedback please email:

feedback@asda-carinsurance.co.uk

Part B Your Legal Expenses Policy

Administered by Albany Assistance Limited

Your Legal Expenses Policy

The Underwriters upon payment of the premium agree to indemnify the Insured and Insured Person(s) against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an Insured Event.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the insurance:

Appointed Agents

Albany Assistance Limited (Albany) which will act on behalf of AmTrust Europe Limited in connection with the Policy and its administration and may monitor and record calls for the purposes of training and the prevention of crime and will, where the context so admits include its subsidiary and associated companies including any holding companies of them.

Appointed Legal Representative

The Solicitor or other appropriately qualified legal representative or specialist consultant who We approve, appointed under the terms and conditions of this Policy to act for the Insured Person.

Claim

A civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders

Albany Assistance Limited (Albany).

Insured

The person, firm or company who is entitled to participate in the Uninsured Loss Recovery service offered by the Coverholders and has paid the Premium or who's Participating Agent has agreed to pay the Premium on their behalf.

Insured Event

Any road traffic accident (excluding claims for theft and fire) arising, from the negligence of a Third Party, which may result in the Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- Loss of or damage to the Insured Vehicle;
- Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle;
- Death or personal injury to the Insured Person whilst in, on, mounting or dismounting from the Insured Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this Policy.

Insured Person

You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger at the Coverholders discretion in or on the Insured Vehicle who are claiming under this Policy with Your consent, or Your or their legal representative in the event of death.

Insured Vehicle

The vehicle specified in the underlying Motor Insurance Policy taken out by the Insured.

Legal Costs and Expenses

In relation to an Insured Event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings limited to amounts which are or would be allowed on a detailed assessment where costs are payable by one party to another under the civil procedure rules or any other rules which replace them from time to time:

1. By the Appointed Legal Representative, including fees of Counsel instructed by them when acting on behalf of the Insured Person in bringing a Claim, and in any event is limited to the standard basis.
2. By any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with Our agreement, and in any event is limited to the standard basis.

Legal Proceedings

All work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but not representation will be provided in matters dealt with in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Indemnity

A maximum of £100,000 for all Legal Costs and Expenses of the Insured Person and including opponent's costs, where awarded, arising out of any one Insured Event.

Motor Insurance Policy

The policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent

The insurance intermediary, firm or company who are authorised to sell this Policy to the Policyholder on behalf of Us and the Underwriters.

Period of Insurance

The period commencing from when the Insured pays or promises to pay the premium to the Participating Agent, to the expiry date of the underlying Motor Insurance Policy in force in respect of the Insured Vehicle which in no circumstances will exceed 12 months.

Policy

This policy of insurance.

Policyholder

The person, firm or company who has taken out this Policy and has paid the Premium.

Premium

The payment, which is required to be paid to the Participating Agent or Us, by You for the Insured Person to obtain benefit of this Policy.

Prospects of Success

Reasonable prospects considered as a 51% or better chance of success.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein provided that the Insured has arranged a Green Card where recommended through the insurer who has issued the underlying Motor Insurance Policy.

Third Party

The other person(s) and/or party(s) responsible for the accident, excluding the Insured Person (as defined in this Policy).

Underwriters

AmTrust Europe Limited.

Uninsured Loss

Any loss, including injury, compensation or expenses or costs that are directly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy, and which are not covered by Your underlying Motor Insurance Policy.

We, Us, Our

Albany Assistance Limited and/or the Underwriters.

You, Your

The Policyholder and/or Insured.

Cover

The Underwriters will indemnify the Insured Person against Legal Costs and Expenses incurred in the pursuit of a civil claim against a Third Party arising from an Insured Event subject to:-

- a) The Insured having paid or promised to pay the Premium
- b) The Insured Event taking place within the Territorial Limits and within the Period of Insurance.
- c) The claim having reasonable Prospects of Success.
- d) The maximum sum We pay not exceeding the Limit of Indemnity.
- e) The terms and conditions of this Policy.

Conditions

1. Compliance and Precautions

You and the Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event, which may cause a Claim.

2. Reporting the Claim

The Insured Person must immediately report to Albany either directly or via the Participating Agent any Insured Event that may give rise to a Claim and must complete any forms requested. The Insured Person must supply, without delay, all information the Appointed Legal Representative or We require or reasonably request. All information and forms must be sent to Albany. The Insured Person must not do anything, which may prejudice their Claim.

If you have experienced an Insured Event, please telephone the claims helpline on 0845 241 6039 as soon as possible and this must be within 90 days of Your accident. You will need to confirm You are insured with the Participating Agent and provide Your Policy number, Your vehicle registration number, date of accident and any supporting details/information required to pursue the claim.

3. Acceptance of A Claim

Where We accept a Claim, We will notify the Insured Person or the Participating Agent in writing as soon as practicable.

4. Representation

- a) Albany has the right to make investigations into the case.
- b) Albany also has the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Legal Representative is instructed.
- c) Where appropriate Albany will pass the Claim to an Appointed Legal Representative to be dealt with. They will be instructed in the name of the Insured Person and may negotiate and settle the Claim on their behalf.
- d) Where Legal Proceedings are necessary or where it is otherwise required, the Appointed Legal Representative will be a solicitor chosen by Albany. If You wish to appoint Your own solicitor, Albany will only accept that appointment if the request is made in writing to them and they are satisfied that the solicitor is able to deal with the case. They must sign Albany's Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any Claim and/or Legal Proceedings. Once Your chosen solicitor has been approved by Us, they will become the Appointed Legal Representative subject to the terms and conditions of this Policy. Indemnity under this policy to Your Appointed Legal Representative will only commence when the need arises for proceedings to be issued and then only with Our acceptance. You must not change the Appointed Legal Representative without Our prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the Insured Person's choice may be referred to arbitration as set out in Clause 12.
- e) There will only be a transfer of representation to another Appointed Legal Representative if there is a good reason to do so.

5. Control of The Claim

- a) We can attempt to settle the claim prior to the appointment of the Appointed Legal Representative or the issue of proceedings.
- b) The Insured Person must co-operate fully with the Appointed Legal Representative and Us and in particular, the Appointed Legal Representative and We must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.
- c) We shall have direct access to the Appointed Legal Representative at all times in relation to any Claim.
- d) The Insured Person must instruct the Appointed Legal Representative to produce to Us immediately any documents, information or advice in their possession. The Insured Person must also give the Appointed Legal Representative such prompt, proper and reasonable instructions in relation to the Claim and the conduct of any litigation, as the Underwriters or We require.
- e) The Insured Person should advise Us directly or through their Appointed Legal Representative immediately of all offers to settle or payments into court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.

- f) If the Insured Person does not accept the offer or payment into court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.
- g) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed subject always to such sum not exceeding the Limit of Indemnity.
- h) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings to a minimum.
- i) The Insured Person must send to Us directly or authorise the Appointed Legal Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.
- j) The Insured Person must authorise any Appointed Legal Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.
- k) The Insured Person must take all action possible to recover any costs, charges or fees the Underwriters or We may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if necessary conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Legal Representative expressly or by omission without the agreement of the Underwriters or Coverholders, all Legal Costs and Expenses and Defendants Legal Costs will become the responsibility of the Insured Person. In addition, We will be entitled to be reimbursed by the Insured Person of all Legal Costs and Expenses paid or incurred during the course of the Claim.

7. Communication

All notices and communications from Us and / or Our authorised representatives are deemed to have been received within two working days if sent by first class pre-paid post to the Insured Person's last known address. We do not disclose Your information to anyone outside the Group except where We may transfer rights and obligations under this agreement.

8. Dual Insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects of Success

Cover will only be provided if We and where applicable, the Appointed Legal Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases where the Insured Event occurs outside of the United Kingdom We reserve the right to conduct enquiries or take legal advice on the Prospects of Success in the appropriate jurisdiction before deciding whether to provide cover.

We can give written notice to the Insured Person and the Appointed Legal Representative to discontinue cover if during the course of a Claim We consider reasonable Prospects of Success no longer exist.

10. Compliance and Avoidance of Policy

Albany and/or the Underwriters have the right to cancel this Policy and declare the same null and void in the event of any breach of Policy terms and conditions if:

- a) The Policyholder does not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- b) The Policyholder's motor insurers are entitled to avoid the Motor Insurance Policy or refuse indemnity.
- c) Any statements or answers made by the Policyholder to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue.
- d) The Policyholder fails to answer the questions asked in the proposal form honestly and with reasonable care.
- e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in relation to the answers given on the proposal form.
- f) You fail to pay the required Policy Premium, if not having been waived, to the Participating Agent or Us within 14 days of receiving Your Welcome Pack.

11. Alteration

You must notify Us immediately of any change, which may or does affect this Policy.

12. Arbitration

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured Person is not the Policyholder by claiming under the Policy they agree to be a party to any Arbitration under this Clause whether jointly with the Policyholder or otherwise and whether as Claimant or Defendant.

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

Exclusions

The Underwriters will not indemnify the Insured Person in respect of:

1. Any Insured Event that took place prior to the Period of Insurance.
2. Any Claim reported to Albany more than 90 days after the Insured Event.
3. Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Legal Representative to act further for the Insured Person for a reason, which Albany consider, is justified unless Albany agree to another Appointed Legal Representative being instructed.
4. In any case where the Insured Person has misled the Appointed Legal Representative or Albany as to the circumstances of the accident.
5. In any case where the Insured Person fails to answer the questions asked by Albany and/or the Appointed Legal Representative in relation to the Claim, honestly and with reasonable care.
6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.
7. Claims for damage to any property or any related loss, expense or costs that are indirectly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy.
8. Any Claim arising out of a deliberate and/or criminal act or omission or which is found to Albany's satisfaction to be of a fraudulent nature.
9. Any Claim arising from the theft or attempted theft of the Insured Vehicle.
10. In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.
11. In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.
12. Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity.
13. All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.
14. Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.
15. Any Claim where no Premium has been paid by You or received by the Participating Agent or Us within 14 days of the date of issuing of the Policy, save where this requirement has been waived.
16. Any Claim where the Third Party cannot be traced or identified, or does not hold a valid motor insurance.
17. Any Claims or counter Claims made against You by the Third Party.
18. Any Claims arising from:
 - a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.

- c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise interpret or process any date as its true calendar date.
19. Legal Costs and Expenses incurred prior to notification of the Insured Event to Albany, or prior to Our confirmation of indemnity being granted to You under this Policy.
 20. Legal Proceedings dealt with by a court or other body, which Albany have not agreed to or are outside the Territorial Limits.
 21. Any Legal Costs and Expenses in respect of a Claim that either (1) proceeds or would be likely to proceed in the Small Claims Track or (2) is pursued in or by any other proceedings or dispute resolution process where an Insured's legal costs cannot be recovered on a standard or similar basis.
 22. Any undertaking the Insured Person gives to the Appointed Legal Representative, or which the Insured Person or the Appointed Legal Representative gives to any person about payment of fees or expenses, unless Albany have given prior written authority.
 23. Any claim relating to motor prosecution defence.

Cancellation

Written confirmation of the cancellation of the Policy may be given at any time by You or by Us. We will give You a minimum of 14 days' notice of cancellation to enable You to find alternative cover. If You do not exercise Your right to cancel within the cooling off period the Policy Premium becomes due, You may not be entitled to a refund of Premium and the Policy may run for its full term. You may cancel the Policy by contacting Albany Assistance Ltd, Operations Support, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR or telephone 0845 121 2200.

Cooling Off Period

Before You accept this Policy You have 14 days to review Your Policy wording. If You are not totally happy with this Policy and You have not made a Claim You can write to the Participating Agent requesting that Your Policy is cancelled and that any monies paid be returned. We will then cancel Your Policy.

Complaints

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

It is Our experience that most complaints can be resolved by speaking to the staff directly responsible for Your Claim. Please call Albany on 0845 121 2200 or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

We will contact You within five working days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and give You an answer within four weeks. In some cases it may take Us longer than four weeks but You will receive a full and final response within eight weeks of the original complaint being made.

If We have not given You an answer in eight weeks or You believe that Your complaint has not been resolved satisfactorily, We will tell You how You can take Your complaint to the Financial Ombudsman Service for independent review. The Financial Ombudsman Service can be contacted at; Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

By telephone 0845 080 1800 or 0300 123 9 123 or email complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right You have to take action against Us.

Governing Law & Language

This Policy shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

Whole Agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and Albany on their behalf and no other representation or warranty by the Insured Person or Us or their Authorised Representatives or any third party shall have any contractual effect unless agreed by all parties in writing.

This Policy is administered by Albany Assistance Limited (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR, and underwritten by AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, Nottinghamshire NG1 6FG. Tel: 0115 941 1022. You can check the above details on the Financial Services Register by visiting: www.fca.org.uk

The Financial Service Compensation Scheme (FSCS) covers Albany Assistance Limited and AmTrust Europe Limited. You may be entitled to compensation from the scheme should either firm be unable to meet their obligation. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or be contacted on 0800 678 1100.

Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Limited, You have consented to the use of Your data as described below.

Data Protection Policy

We are committed to protecting Your privacy including sensitive personal information; please read this section carefully as acceptance of this insurance Policy will be regarded as having read and accepted these Terms and Conditions.

Sensitive Information

Some of the personal information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your Policy documents.

How we use and protect your information and who we share it with

We will use Your information to manage Your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, Administrators, third party underwriters, reinsurers and Appointed Authorised Legal Representatives.

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties. We may use and share Your information with other members of the AmTrust group companies (The Group). We will provide an adequate level of protection to Your data. Albany Assistance Ltd may share Your data with other Group companies.

We do not disclose Your information to anyone outside The Group except:

- Where We have Your permission
- Where We are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to Us or You

We may transfer Your information to other countries and jurisdictions on the basis that anyone to whom We pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998, You have the right to see a copy of the personal information We hold about You, if You believe that any of the information We are holding is incorrect or incomplete, please let Us know as soon as possible. To provide a copy of the information We may ask You for a small fee.

Marketing

AmTrust Europe Ltd will not use Your data for marketing purposes. All information provided is used to manage Your insurance policy only.

This policy is underwritten by AmTrust Europe Limited.

Contact Information

Customer Services: 0845 125 2856

Email: contactus@asda-carinsurance.co.uk

Claims Helpline: 0844 571 9228

Windscreen Claims: 0800 294 7772

Motorbike Insurance	0844 409 7184	Lines open Mon-Fri 9am-7pm, Sat 9am-4pm
Van Insurance	0800 988 0946	Lines open 8am to 8pm Mon-Fri, 9am to 5pm Sat, 10am to 4pm Sun.
Home Insurance	0800 988 0950	Lines open 8am to 8pm Mon-Fri, 9am to 5pm Sat, 10am to 4pm Sun.
Advised Life Cover	0800 804 6816	Lines open 8am to 8pm Mon-Fri, 9am to 6pm Sat.
Over 50's Life Cover	0800 202 8164	For text phone please dial 18001 first. Lines open 8am to 8pm Mon-Fri, 8.30am to 7.30pm Sat, 10am to 6pm Sun.
Travel Insurance	0800 519 9951	Lines open 9am to 8pm Mon-Fri, 9am to 6pm Sat.
Travel Money	0845 900 0955	Lines open 8am to 10pm Mon-Fri, 10am to 8pm Sat, Sun & Bank Holidays.
Energy Compare & Save	0800 019 7887	Lines open 9am to 8pm Mon-Fri, 9am to 5pm Sat-Sun.
Asda Money Credit Card	0871 704 3366	Lines open 8.30am to 9pm Mon-Fri, 8.30am to 7.30pm Sat, 10am to 6pm Sun.
Pet Insurance	0800 434 6038	Lines open 8am to 8pm Mon-Fri, 9am to 5pm Sat.

ASDA
SAVING YOU MONEY EVERY DAY

Asda Value Car Insurance is arranged and administered by Commercial Vehicle Direct Insurance Services Ltd (CVD) who are authorised and regulated by the Financial Conduct Authority (Firm reference No. 302216). www.fca.org.uk. Registered office: MMT Centre, Severn Bridge, Aust Bristol BS35 4BL. Registered in England and Wales number 04137311.

Asda Money is a trading name of Asda Financial Services Limited and Asda Stores Ltd who are Introducer Appointed Representatives of Commercial Vehicle Direct Insurance Services Ltd.