

# PET INSURANCE TERMS & CONDITIONS



# **TERMS & CONDITIONS**

£70 ASDA eGift when a new policy is purchased online, via Money Saving Expert, with ASDA Pet Insurance

- This offer is run by ASDA Pet Insurance ("Promoter", "we" or "our" or "us"), ASDA Pet Insurance is arranged and administered by Insurance Factory Limited, registered in England with company number 02982445 with registered office address at 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Insurance Factory Limited is authorised and regulated by the Financial Conduct Authority (No. 306164)
- 2. This offer is open to all residents of the United Kingdom aged 18 and over. Proof of identity and eligibility may be required.
- 3. These terms and conditions apply to the offer to receive a £70 ASDA eGift when you purchase an annual Pet Insurance policy via the Money Saving Expert website using the link provided.
- 4. The "offer" is subject to availability, change and substitution at the Promoter's sole discretion. This offer can be ended at anytime and cannot be used in conjunction with any other offer or discount.
- 5. To take advantage of the eGift offer, you must complete the following steps:
  - Click the link from our partner website.
  - Enter your details on our website to complete a quote online.
  - Complete policy purchase.
- 6. This offer is only available to customers following the steps in clause 5 and you will not be eligible for this offer if you purchase via a price comparison site.
- 7. Acceptance of these terms and conditions is a condition of the offer. By taking advantage of the offer, you agree to be legally bound by these terms and conditions. In the event of any conflict between these terms and conditions and any other instructions or terms, these terms and conditions shall prevail where they apply.
- 8. The offer will open from 09:00 AM (GMT) on 25th September 2023 ("Opening Time") and close at 23:59 PM (GMT) on 8th October 2023 ("Closing Time"). If you try to access this promotion, either before the Opening Time or after the Closing Time the discount will not be applied.



- 9. The offer is non-exchangeable, non-transferable, non-replaceable and no cash alternative is available. This offer cannot be used in conjunction with any other offer.
- 10. The Promoter reserves the right, at their discretion, to:
  - (i) amend these terms and conditions; and
  - (ii) disqualify any customers who do not comply with these terms and conditions or has acted fraudulently in any way; and
  - (iii) suspend, cancel the offer, at any time and without providing any prior notice. If in its opinion it is deemed necessary or if circumstances arise outside its control; and
  - (iv) substitute the offer or any element of the offer in the event that circumstances beyond its control mean that the offer cannot be provided to the customer.
- 11. The Promoter, their sub-contractors, subsidiaries and/or agencies cannot accept any responsibility whatsoever for any technical failure or malfunction, availability or functionality or otherwise or any other problem with any server, system, network or mobile operator or service provider or otherwise which may result in any registration not being properly logged, not recorded or recognised.
- 12. Nothing in these terms and conditions shall limit or exclude the Promoter's liability for:
  - a) death or personal injury caused by its negligence;
  - b) fraud or fraudulent misrepresentation.
- 13. Subject to the maximum extent permitted by law, the Promoter shall not be liable for any claims or actions of any kind whatsoever for damages or losses to persons, the customer, or of property, which may be sustained in connection with the receipt, loss, ownership and/or use of the offer and/or use.
- 14. If any of these terms and conditions are found by a competent court or other competent authority to be void or unenforceable, that term or condition shall be modified to the minimum extent necessary to make it valid, legal and enforceable.
- 15. The offer is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.
- 16. Policy benefits, features, exclusions and discounts offered may vary between insurance policies and are subject to underwriting criteria.
- 17. The policy purchased must be live at least 60 days from the policy start date to qualify for an ASDA eGift card. The ASDA eGift card will be issued via email to the nominated email address on your ASDA Pet Insurance policy, between 75 and 90 days from the policy start date.
- 18. The ASDA eGift is available per pet insured, per policy.



## **Data Protection Terms**

#### 1. Who is Processing Your Personal Data

ASDA Pet Insurance, arranged and administered by Insurance Factory Limited, is a company incorporated and registered in England and Wales with company number 02982445 whose registered office is at 45 Westerham Road, Sevenoaks, Kent, TN13 2QB. Insurance Factory Limited is part of the Markerstudy Insurance Group of companies ("the Promoter"). Insurance Factory Limited is authorised and regulated by the Financial Conduct Authority (No. 306164).

## 2. Sharing of Personal Data

I consent that the Promoter may share my personal data with:

a) Any company which is part of the Promoter's group.

#### **Privacy and Data Protection**

The Promoter will handle your personal information in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulations. Further detail about how the Promoter will handle your personal information and how you can contact it in relation to that is set out in its privacy notice <u>here</u>.

ASDA Pet Insurance is arranged and administered by Insurance Factory Limited. Insurance Factory Limited is authorised and regulated by the Financial Conduct Authority (No. 306164). Registered in England and Wales number 02982445. Registered office: 45 Westerham Road, Sevenoaks, Kent, TN13 2QB. Insurance Factory Limited are part of the Markerstudy Group of Companies.