

## Inside you'll find full details of your:

- · Tesco Bank Cover+ Car Insurance
- · Motor Legal Protection
- · RAC Breakdown Cover



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# Welcome to your Tesco Bank Cover+ Car Insurance policy

Thank you for choosing Tesco Bank Car Insurance. Tesco Bank Car Insurance is underwritten by Tesco Underwriting Ltd. and is arranged by Tesco Personal Finance plc (trading as Tesco Bank), acting on behalf of Tesco Underwriting Ltd. **Our** aim is to provide **you** with car insurance cover that is clear and easy to understand, providing **you** with peace of mind when it comes to looking after **you** and **your car**.

You must read this Policy Booklet along with your Schedule, Certificate of Motor Insurance and Statement of Fact, as together they form your policy documents and give you full details of your cover and show which sections of the policy are applicable to the policy cover you have. If you have any questions about your policy documents, any details are incorrect on any of the documentation you have received, or if you wish to make a change to your policy, please call the Customer Services Line.

This Policy Booklet relates to car insurance products provided under Tesco Bank Car Insurance. Depending on the type of product **you** have selected, **your** insurance will cover **you** for different things. Check **your** policy **Schedule** to see which Sections of this Policy Booklet apply to **you**.

## Important – Are your details correct?

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the Police to identify whether a vehicle has valid insurance by checking its registration number against the database.

It is vital that the MID holds the correct registration number. If it is incorrectly shown on the MID you are at risk of receiving a fine or, ultimately, having your vehicle seized by the Police. Check your policy documents carefully to ensure that the registration number is correct.

#### Stay Insured, Stay Legal – Penalties for uninsured motor vehicles

It is a legal requirement to have continuous insurance in place for **your** vehicle and if there is no record on the MID showing the vehicle is insured, and **you** have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification), **you** may receive a letter from the DVLA advising that **you** could face a fine or prosecution, and the vehicle could also be clamped, seized and ultimately, destroyed.

This law applies in England, Scotland & Wales. It does not apply in Northern Ireland, the Channel Islands and the Isle of Man, although it is still a legal requirement to be insured for any vehicle **you** drive.

You can check that the details held about your vehicle on the MID are correct by visiting www.askmid.com

## Here are some quick and handy tips

## If you have had an accident

Follow these steps if **your** car is involved in an accident:

- 1. Stop if there has been injury to a person, animal, vehicle or property at the roadside.
- 2. Make sure both **you** and **your** passengers are safe and out of danger.
- 3. Call 999 for emergency help or if the accident has left a dangerous situation.
- 4. If another driver is involved, please ask for their details name, address, telephone number, insurance company and car registration details.
- 5. Do not admit blame or liability for the accident **we** suggest **you** say **you** have to discuss it with **your** insurer.

Make a note of what happened in case you need it later on. We suggest you:

- note the time, name of the road and location.
- make a note of how many passengers were in the other vehicles involved.
- draw a diagram of the position of all vehicles involved.
- write down the driving conditions i.e. raining, dark.
- take photos of damage or evidence.
- try and get witness statements and their contact details.

Report the accident to **us** as soon as **you** can on the telephone number highlighted on **your Schedule**, even if **you** do not want to claim.

## Making a claim: overview

**We** know how stressful it can be if **your** car is involved in an incident, however the sooner **you** report it, the sooner **we** can help **you**. **You** must tell **us** within 7 days of becoming aware of any incident that may result in a claim under this policy, even if **you** do not intend claiming for **your** own car.

Call **our** 24 hour UK-based claims team on **0345 677 3377**. It will be useful if **you** have **your** policy number and details of the incident.

Once you have called we will:

- register your claim.
- give you a Claims Number to quote.
- talk **you** through the process, including confirming what **you're** covered for.
- arrange next steps.

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## Getting your car repaired: overview

If **your** car is covered for repairs following an **insured incident**, **we** can help take the hassle away if **you** choose to get it repaired through one of **our** approved repairers. Doing this means that:

- you do not need to organise estimates.
- we will pay the repairer directly (you just pay the excess to the repairer).
- all repair work is guaranteed for 3 years.

Alternatively, **you** can organise estimates and repairs through a garage of **your** choice. **We** will talk **you** through the process so **you** know what to do.

## Keeping your car safe

Help protect your car by following these handy hints:

- 1. Do not leave items on display, even if they are not valuable.
- 2. If you have got a garage, please use it. If you do not, park in a well-lit area.
- 3. Buy a steering wheel lock a great deterrent for thieves.
- 4. Get **your** registration number etched onto all windows and mark **your** car stereo and other equipment.
- 5. Never leave **your** keys unattended in or on **your** vehicle.
- 6. Never leave your vehicle documents in your vehicle.
- 7. Keep car keys, cards, fobs or devices used to lock/unlock and/or start **the car**, and vehicle documents, secure and out of sight in **your** home as these are often targeted in burglaries.
- 8. Keep **your** car in good working order and ensure that the wheels, tyres, bodywork and windows meet the legal requirements, and that if required, it has a valid MOT.

## Driving other cars

Please check whether **your Certificate of Motor Insurance** allows **you** to drive other **private motor cars**. If **you** are allowed to drive other **private motor cars**, **you** will only have cover for damage **you** cause to other people or their property. It does not provide cover for damage to or loss of the vehicle **you** are driving. **You** are not covered to drive any other vehicle owned or registered to **you** and there must be a current and valid policy of insurance covering the vehicle **you** are driving. **You** should refer to Section H of this policy booklet for full details of the terms and conditions that apply to this cover. Please note that if **you** have this cover it only applies to **you**, it does not apply to any other drivers named on the policy or **Certificate of Motor Insurance**.

## Multiple changes of vehicle

We may refuse to continue cover if you make more than three changes of vehicle during a period of Insurance and if we do continue cover you may be asked to provide evidence that you are the owner and/or the registered keeper of the vehicle.

## Dealing with others on your behalf

If you require additional support to access or service your policy, we can allow others to deal with your policy on your behalf. You can nominate a representative to deal with your policy on your behalf. Additionally, where your spouse or partner is a named driver, we will deal with them as if they were a nominated representative. A nominated representative will be able to do everything that you can do under the policy (including, for example, update personal information, make changes to the policy including changing the vehicle details, and take decisions on your behalf such as deciding to add or remove named drivers), with the exception of cancelling the policy — only you will be able to cancel the policy.

Any person dealing with **your** policy on **your** behalf will still need to be able to answer security questions. As **we** will treat any instruction from a nominated person as if it has come from **you**, please give careful consideration to who **you** wish to nominate to act on **your** behalf. If **you** would like to appoint a representative, remove the authority for any person to deal with **your** policy, or would like further information, please contact **us** on **0345 673 0000** (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).

## **Meanings of Words**

Certain words in this policy are printed in bold. These words have particular meanings which are shown below. These meanings do not apply to Motor Legal Protection or the definition table within Section RAC Breakdown Cover, as these contain a table setting out the meaning of words used in these sections only.

Administrator	Tesco Personal Finance plc (trading as 'Tesco Bank') 2 South Gyle Crescent, Edinburgh EH12 9FQ Customer Services Line <b>0345 673 0000</b> (Lines are open Monday to Friday 8am-8pm, Saturday to Sunday 9am-2pm).
Automated car	<b>The car</b> where it is lawfully driving itself, fully or partially, on roads or other public places. <b>The car</b> must be identified on the list of automated vehicles published by the Secretary of State as safe to drive themselves.
Certificate of Motor Insurance	The proof of the motor insurance you need by law. The Certificate of Motor Insurance shows:  • what car is covered;  • who is allowed to drive the car; and  • what the car can be used for.  If your Certificate of Motor Insurance allows driving by any driver, please refer to your Schedule for any restrictions that may apply.
Computer virus	Any type of malicious software that can perform an attack on a computer or electronic system including deletion of data and/or theft of data and/or enable malicious users access to the computer or electronic system and/or activate and spread other computer viruses and/or to cause physical damage or loss of property or data.

Cyber attack	Any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer or electronic system that results in physical damage or loss of property or data.
Endorsement	A clause that alters the standard cover provided by the policy. If any <b>endorsements</b> apply to <b>your</b> policy they will be shown on <b>your</b> policy <b>Schedule</b> .
Excess	The part of a claim $you$ must pay. Sometimes more than one $excess$ can apply, in which case $extit{we}$ add them together.
Geographical limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while <b>the car</b> is being transported between any of these places.
Hazardous goods	Goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road, such as: explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.
Insured incident	An event that results in a valid claim under this policy.
Market value	The cost of replacing <b>the car</b> with one of similar age, type, specification, mileage and condition, immediately before the loss or damage happened.
Partner	<b>Your</b> husband, wife, civil partner or partner living at the same address as <b>you</b> and sharing financial responsibilities.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in the ${\bf Schedule}.$
Private motor car	A motor car manufactured to carry up to eight passengers, which is not owned by <b>you</b> , or loaned to <b>you</b> , or hired to <b>you</b> , or leased to <b>you</b> under a leasing agreement, and which is designed and operated solely for private use, has not been constructed or adapted to carry goods or loads, and is not a rental or courtesy car.
Schedule	The latest <b>Schedule we</b> have issued to <b>you</b> . This forms part of the contract of insurance. It gives details of the <b>period of insurance</b> , the sections of the policy that apply, the premium <b>you</b> have to pay, <b>the car</b> which is insured and details of any <b>excesses</b> or <b>endorsements</b> .
Statement of Fact	The form that shows the information that <b>you</b> gave <b>us</b> , or was given to <b>us</b> on <b>your</b> behalf. This forms part of the contract of insurance.
The car	Any motor vehicle that <b>you</b> have given <b>us</b> details of and for which <b>we</b> have issued a <b>Certificate of Motor Insurance</b> . The <b>car's</b> registration number will be shown on <b>your</b> latest <b>Certificate of Motor Insurance</b> . Accessories, including child seats, spare parts and the charging cables and batteries for electric or hybrid vehicles are included in the definition of <b>the car</b> when they are with <b>the car</b> or locked in <b>your</b> own garage.
Van	A vehicle designed to carry goods and four or less passengers. The vehicle must weigh less than 3.5 tonnes GVW (Gross Vehicle Weight). If your vehicle is a van, all references in the policy to the or your car also mean your van, unless we specifically state otherwise.
We, our, us	Tesco Underwriting Ltd.
You, your	The person shown under 'Policyholder details' on the <b>Schedule</b> .

## **Contract of insurance**

This policy together with the **Schedule** and **Statement of Fact** form a contract of insurance between **you** and the insurer named in **your Schedule** and **your Certificate of Motor Insurance**.

Apart from Motor Legal Protection and Breakdown Cover, all of this policy is underwritten by the insurer that is named on both **your Schedule** and **your Certificate of Motor Insurance**. Motor Legal Protection is underwritten by AmTrust Europe Limited and **Tesco Bank** Breakdown Cover is underwritten by RAC Motoring Services. In the Channel Islands and Isle of Man, this **policy** is underwritten by RAC Insurance Limited. This Policy Booklet contains important information about what is covered and what is not covered under this policy. **Your Schedule** will show the details of **your** cover, including which sections of the policy apply and any **excesses** that apply if **you** make a claim.

In return for **you** paying or agreeing to pay the premium, the insurer will provide cover, under the terms and conditions of this policy, the **Statement of Fact** and the **Schedule** for (where applicable under the terms of **your** policy):

- (i) third party liability;
- (ii) accidental injury, loss and damage

which occur during the **period of insurance** within the **geographical limits**. Please note that the **geographical limits** for Motor Legal Protection are more extensive than the rest of **your** policy and are defined in the relevant meaning of words table.

It is **your** responsibility to ensure that all the information that has been given by **you**, or that has been given on **your** behalf, is true and complete.

If there are any errors on **your Statement of Fact, Schedule** or **Certificate of Motor Insurance**, or the information is incorrect, or if **you**, or anyone acting on **your** behalf, makes a false statement, misrepresents or withholds information, from the **administrator**, one or more of the following actions will be taken:

- your policy will be updated with the correct information and any change in premium applied,
- your claim will be refused, or only a proportion of your claim will be paid,
- your policy will be cancelled, which may be with immediate effect,
- your policy will be made void (as if the policy never existed),
- any premium(s) you have paid will be retained,
- any costs we have incurred will be recovered from you or any other insured person,
- any other policies to which you are connected through the administrator, will be cancelled
  or made void (as if the policy never existed), or this policy will be cancelled if the fraud or
  misrepresentation happened under any other policy you hold with the administrator.

It is an offence under the Road Traffic Act to make a false statement or to misrepresent or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**.

Please contact **our** Customer Services Line immediately if **you** are in any doubt that **your** policy details are not correct to ensure **you**, and any other driver covered by **your** policy, continue to have the full protection of **your** policy.

English law will apply to this contract unless agreed otherwise in writing with the insurer. (If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes in relation to it).

The contractual terms and conditions and other information relating to this contract will be in the English language.

Except as otherwise provided for by law or expressly stated in this policy, no third party shall have any rights under this policy or the right to enforce any part of it.

Please check all documents carefully to make sure that the cover meets **your** requirements.

Thank you for choosing Tesco Bank Car Insurance.

## **Policy conditions**

## 1. Cancelling your policy

#### If you cancel within the cooling-off period

You have 14 days from when you receive your policy documents or enter into this contract, whichever is later, to notify the administrator if you want to cancel your policy. This is known as the 'cooling-off period'. You can cancel by phoning the administrator and cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date. If cover has not yet started, the administrator will refund any premium paid in full. If cover has started, the administrator will refund your premium for the time that was left on your policy as long as no claims have been made against the policy.

If a claim has been made in the cooling-off period, **you** must pay the full annual premium and **you** will not be entitled to any refund.

#### If you cancel outside the cooling-off period

After the cooling-off period, **you** can cancel this policy by phoning the **administrator** and cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date.

If no claims have been made during the current **period of insurance**, the **administrator** will refund **your** premium for the time that was left on **your** policy, less its cancellation charge, the details of which can be found in **your** Terms of Business Agreement.

If any claim has been made during the current **period of insurance**, **you** must pay the full annual premium, plus a cancellation charge, and **you** will not be entitled to any refund.

#### If we cancel

**We**, or the **administrator**, can cancel this policy, for a valid reason or on serious grounds, by sending **you** seven days' notice of cancellation by **your** preferred delivery method and also by post, to **your** last known address. Examples of a valid reason or serious grounds may include, but are not limited to:

 Non-payment of premium (including missed direct debit payments) that is not resolved following our reminders.

- Not providing proof of no claim discount that is not resolved following **our** reminders.
- Failing to comply with the policy conditions, as outlined in the policy booklet.
- Failing to cooperate and/or provide the necessary information required to enable us, or the administrator, to administer your policy, claim or investigate fraud.
- Where threatening, abusive or offensive behaviour has been used towards us or the administrator.
- Where any change you tell us about occurring during the term of your policy that alters the
  information on your policy documents resulting in us no longer being able to continue cover.

#### If you or anyone acting for you;

- makes or supports a fraudulent claim against **us** or;
- deliberately or recklessly provides us with false information when taking out the policy, making changes to it, or at renewal, that would either impact the terms and conditions or our ability to offer cover itself;

your policy and all other policies to which you are connected through us, or the administrator, will be cancelled with immediate effect or voided. We will seek to recover any costs we have incurred and will not return any premium. If you paid by instalments, the administrator may take action against you to recover any amount outstanding and may refer the matter to a debt collection agency if you do not pay.

If no claims have been made during the current **period of insurance**, the **administrator** will refund **your** premium for the time that was left on **your** policy, less its cancellation charge, the details of which can be found in **your** Terms of Business Agreement.

If any claim has been made during the current **period of insurance**, **you** must pay the full annual premium, plus a cancellation charge, and **you** will not be entitled to any refund.

#### Non-payment of premium

If, for any reason, the premium for **your** time on cover under the policy has not been paid, the **administrator** will contact **you** for payment of the unpaid amount. If payment is not received **we**, or the **administrator**, may:

- cancel **your** policy if **you** are still on cover and apply a cancellation charge; and/or
- require **you** to pay for **your** cover up to the date of cancellation of **your** policy.

The **administrator** may take action against **you** to recover any amount outstanding, and may refer the matter to a debt collection agency if **you** do not pay.

#### Premium or credit payment by instalments

Cancelling **your** Direct Debit does not mean that **you** have cancelled **your** policy. If **you** are paying **your** premium in instalments or **your** premium is funded by a loan provided under a credit agreement with the **administrator** and the **administrator** or **we** have been unable to collect all due payments, **your** policy will continue and the **administrator** or **we** will contact **you** for payment. If payment is not received the **administrator** on **our** behalf, may cancel **your** policy.

If **your** policy is cancelled for non-payment of premium or credit, the **administrator** will require **you** to pay for **your** cover up to the date of cancellation, plus a cancellation charge.

If any claim has been made during the current **period of insurance**, the full annual premium is due and **you** must continue to pay **your** monthly instalments of premium or credit until they have all been paid. If it is no longer possible to continue paying by Direct Debit, **you** must pay the **administrator** the outstanding balance in full.

#### 2. Changes you must tell the administrator

You must tell the administrator about any changes to the information detailed on your Statement of Fact, Schedule or Certificate of Motor Insurance. Please remember that if you do not tell the administrator about any changes this could result in your contract of insurance being voided (as if the policy never existed), all claims under your policy being refused and all premiums that you have paid being retained. You must tell the administrator about any of the following changes before cover is required to start and the administrator must have accepted these changes and issued updated documentation for you to be covered by your policy:

- You sell the car, change the car or its registration number, or you get another car.
- There is any change of drivers.
- You change the purpose the car is used for.
- There is a change of main user of the car.
- The owner or the registered keeper of the car changes.
- The car is changed from the manufacturer's original specification, (excluding manufacturer's optional extras fitted to the car from new), such as modifications made to the car which alter its value, performance or appearance. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the wheels or suspension, changes to the bodywork, such as spoilers or body kits or changes to the windows, such as tinting.

You must tell the administrator as soon as possible if any of the following details change:

- You change your address or the address where you keep the car.
- Anyone who drives **the car** changes job, starts a new job, including any part-time work, or stops work.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- Anyone who drives the car gets a motoring conviction (including fixed penalty offences) or is convicted of a criminal offence.
- There is a change to your estimated annual mileage.
- Anyone who drives the car develops a health condition, which requires notification to the DVLA. Please contact the DVLA if you require information on what health conditions need to be notified.
- The details in your Schedule change.
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it.

**You** must tell the **administrator** before the next renewal date (or at the time **you** are making any of the changes already mentioned) if:

Anyone who drives the car is involved in any accident or has a vehicle damaged or stolen.

- Anyone who drives the car has insurance refused, cancelled or had special terms put on.
- You or any other driver covered by your policy cease to be a permanent UK resident.

This is not an exhaustive list and should **you** be in any doubt please contact **your administrator.** 

**You** must tell the **administrator** if any information on the **Statement of Fact** changes. As a result of the change, **your** premium may increase or decrease and the terms of **your** policy may be amended, depending on what the change is. Following any changes the **administrator** will advise **you** of any adjustment (if applicable) to **your** premium or any changes to the terms.

#### 3. Looking after your car

Anyone covered by this policy must take all reasonable steps they can to protect **the car**, and anything in or attached to it, against loss or damage. This includes making sure that **the car** has all its windows, doors, roof openings and hood closed and locked and all keys or devices are kept securely away from **the car** when left unattended by **you** or the person authorised to use **the car**.

In the event of loss or damage to **the car** where **you** or any person covered by this policy fails to protect **the car** from that loss or damage through:

- the inappropriate conduct of the driver, such as dangerous driving or racing against another motorist; or
- the condition of the car causing or contributing to the incident; or
- the car being unlocked or unsecured, when left unattended by an insured person

no cover will be provided under the policy and instead **our** responsibility will be restricted to meeting the obligations as required by road traffic law.

**The car** must be kept in a roadworthy condition, including having a valid MOT if required, and ensuring that items such as the wheels, tyres, bodywork and windows meet the legal requirements. **We** may examine **the car** at any time. If **we** need to do this, **we** will contact **you** in advance to make suitable arrangements.

If **the car** is an **automated car**, it must be maintained, used and driven, in accordance with the manufacturer's instructions, and updated with any software or system update as soon as is reasonably possible. **You** must not modify, interfere or tamper with the software or system other than in accordance with any manufacturer's instruction.

## 4. How to claim under sections A to M

Call the claims telephone number highlighted on **your Schedule**. It will be useful if **you** have **your** policy number and details of the incident. **You** must tell **us** within 7 days of becoming aware of any incident resulting in death, injury, damage or loss, irrespective of whether this may lead to a claim under **your** policy. **You** must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy. Failure to notify **us** of an incident within 7 days of **you** becoming aware of it may result in additional costs being incurred which **you** may be liable for and **we** may recover these costs from **you**.

## 5. Dealing with claims under sections A to M

**You** or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with any claim under the terms of this policy we may:

- carry out the defence or settlement of any claim and choose the solicitor who will act for you
  in any legal action; and
- take any legal action in **your** name or the name of any other person covered by this policy.

We can do any of these in your name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for that is relevant to **your** claim.

#### 6. Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this policy is also covered wholly or in part under any other insurance.

## 7. Keeping to the terms of the policy

We will only pay claims if:

- any person claiming cover has met with all the terms of the policy, as far as they apply; and
- the declaration and information shown on the Statement of Fact is complete and correct as far as you know.

#### 8. Fraud

**We** will not pay any claim which is in any way fraudulent, such as fake or exaggerated. If **you**, any person insured under this policy, or anyone acting for **you** makes, or attempts to make, a fraudulent claim, the claim, and any subsequent claims, will be rejected, and **your** policy will be cancelled with immediate effect or voided (as if the policy never existed). **We** will not return any premium. If **you** paid by instalments, the **administrator** may take action against **you** to recover any amount outstanding and may refer the matter to a debt collection agency if **you** do not pay.

All other policies to which **you** are connected through **us**, or the **administrator**, will also be cancelled with immediate effect or voided.

If **we** have to make any payments to a third party for any loss or damage **you** have caused to them or their property, **we** have the right to recover those costs from **you**.

Additionally, if **we** have made any payments to **you** in respect of the fraudulent claim **you** must repay that sum to **us**. However, these provisions will not affect any valid claim occurring before the fraudulent claim.

If there has been fraudulent activity to secure cover or benefits under this policy or secure cover at a lower price, this will result in **your** contract of insurance being cancelled with immediate effect or voided, all claims under **your** policy being refused and all premiums that **you** have paid being retained.

**We** may also notify the relevant authorities, so that they may consider criminal proceedings. Additionally, if **we** have made any payments to **you** in respect of any claim prior to us identifying the fraud, **you** must repay that sum to **us**.

## Payments made under compulsory insurance regulations and our right of recovery

If **we** are required to pay a claim under road traffic law or the law of any country in which this policy operates, which **we** would not otherwise be liable to pay had the law not existed, **we** shall be entitled to recover such payments **we** make from **you** if **you** or any other insured person:

- caused the loss directly or indirectly; or
- · caused or permitted the vehicle to be driven by an uninsured driver; or
- through act or omission, caused this insurance to be invalid.

#### 10. Renewal

Approximately 21 days before **your** Tesco Bank Car Insurance policy comes to an end the **administrator** will send either:

- your insurance renewal invitation confirming the details of your next year's premium, any
  changes to the terms and whether you need to contact the administrator to complete your
  renewal; or
- confirmation that the **administrator** is unable to renew **your** policy, so that **you** can arrange alternative insurance.

If your policy renews automatically and your details have changed or you do not wish to renew your policy or any of your optional extra covers, you must inform the administrator before your renewal date, otherwise your policy will be renewed on the terms described in your renewal invitation. If your policy renews automatically but the administrator is unable to automatically renew any part of your Tesco Bank Car Insurance policy such as an optional extra cover you held during the previous period of insurance, they will let you know within your renewal invitation and will confirm the steps you need to take to complete your renewal of that part of your policy. If the administrator does not receive your required confirmation before your renewal date, the specific part of your policy that the administrator can not automatically renew will end on the date noted on your schedule, however the rest of your policy (including optional extras that the administrator is able to automatically renew without further steps from you) will be renewed.

For automatic renewals, payment will be taken from the card/account details most recently provided. If **you** are not the card or account holder **you** must ensure that the card/account holder has agreed to make the renewal payment and **you** must tell them of any changes to the amount.

**You** can opt out of automatic renewal at any time by contacting the **administrator**.

If **your** policy is not set to renew automatically, **you** will need to contact the **administrator** to complete **your** renewal, and make payment, otherwise **your** policy will not be renewed and **you** will no longer be insured.

## 11. Claims as a result of drink or drugs

If a claim occurs whilst **you**, or any person named on **your Certificate of Motor Insurance**, is driving **the car** illegally due to exceeding the legal limit of alcohol or the use of drugs, or the failure to supply a specimen, or provide permission, for alcohol or drug analysis, then there will be no cover under this policy. **We** will withhold any claim settlement during the police investigation and/or criminal proceedings.

## 12. Documents and information you may need to send us

If we request them, you must send us any document or provide us with information we may reasonably require to help us validate your named drivers and/or your vehicle's details.

Examples of documents or information **we** may require include **your** and **your** named drivers driving licence, driving licence number, **your** vehicle registration documents, proof of MOT, no claim discount or proof of **your** address. If **you** do not provide **us** with the requested documents, **we** will cancel **your** policy.

## Your cover\*

(\* to be read in conjunction with the policy exclusions on page 28-29.)

## Section A – Damage to the car

#### What is covered

We will pay for damage to the car caused by accidental or malicious damage, or vandalism.

See page 17 for details of how we settle claims.

- Loss of or damage to the car if:
  - the car has been left unlocked or with a window, door, boot or roof open, when the car is unattended by an insured person;
  - the engine or power supply has been left on or running when the car is unattended by an insured person;
  - any key, card, fob or device used to lock/unlock and/or start the car is left in, on or attached to the car or left in the immediate proximity of the car or in range of where the key, card, fob or device is effective, or not kept securely away from the car.
- The excesses shown in the Schedule under Section A.
- Loss of or damage to **the car** caused by fire, by theft or by attempted theft.
- The costs of any modifications made to the car which alter its value, performance or appearance, other than:
  - modifications supplied and fitted by the manufacturer or their recommended garage at the time the car was first registered;
  - modifications notified and accepted by the administrator; and
  - modifications made to **the car** purely for disabled use.
- Loss of use of the car.
- Wear and tear.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Mechanical, electrical, electronic or computer failures (including failures caused by a computer virus or cyber attack) or breakdowns or breakages.
- Damage to **your** tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the
  parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- The car losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception, fraud or deceit, such as a person pretending to be a buyer or seller of **the car**.

- The car being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational
  equipment, including loss of data, or damage, caused by a computer virus or cyber attack.
- Loss of or damage to the car if, at the time of the incident, it was being driven or used, without your permission, by someone who normally lives with you, or with any of the named drivers.
- Deliberate damage to the car by anyone insured under your policy, or by anyone who
  normally lives with you, or by any of the named drivers, or by someone who is known to you
  and has access to your home or the car, or by someone who is known to any of the named
  drivers and has access to their home or the car, unless that person is reported to the police and
  prosecuted for causing the damage.
- Loss or damage to the car caused by an inappropriate type or grade of fuel being used, or by contaminated fuel.
- The cost of replacing keys, locking devices or locks if the keys or locking device are lost or stolen.
- Loss or damage to the car caused by a cyber attack or computer virus.

## Section B – Windscreen cover

#### What is covered

If the windscreen or a window in **the car** is chipped or broken during the **period of insurance we** will pay the cost of repairing or replacing it and also pay for scratching to the paintwork caused by the broken glass from the windscreen or window, as long as there has not been any other loss or damage. If an incident occurs involving the breakage of multiple items of glass **we** will only pay for one piece of glass under this section, whichever has the highest replacement cost. This does not affect **your** rights to seek reimbursement for other replacement glass from 'Section A – Damage to the car' of **your** policy.

If you phone Tesco Glass Line on  $0345\,677\,8888$  to arrange for the glass to be repaired or replaced, and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £125 for replacement or £40 for repair after deducting the excess shown in the **Schedule** under Section B.

If **the car** is fitted with Advanced Driver Assistance Systems (ADAS) and **you** use one of **our** chosen glass companies to repair the windscreen, **we** will also pay for the recalibration of cameras or sensors fitted to the windscreen to operate these systems, if necessary.

A claim under this section only will not affect your no claim discount.

The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

- The excesses shown in the Schedule under Section B.
- Loss of use of the car.

- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures (including failures caused by a computer virus or cyber attack) or breakdowns or breakages.
- Repair or replacement of any windscreen or window unless it is made of glass.
- Repair or replacement of broken or damaged sunroofs, fixed or moveable glass roof panels and the associated mechanisms.
- The hood or roof structure of a convertible or cabriolet vehicle and the associated mechanisms.
- Deliberate damage caused by anyone insured under **your** policy, or by anyone who normally lives with **you**, or by any of the named drivers, or by someone who is known to **you** and has access to **your** home or **the car**, or by someone who is known to any of the named drivers and has access to their home or **the car**, unless that person is reported to the police and prosecuted for causing the damage.
- Any amount greater than the market value of the car.

## Section C - Fire and theft

#### What is covered

**We** will pay for loss of or damage to **the car** caused by fire, theft or attempted theft.

See page 17 for details of how we settle claims.

- Loss of or damage to the car if:
  - the car has been left unlocked or with a window, door, boot or roof open, when the car is unattended by an insured person;
  - the engine or power supply has been left on or running when the car is unattended by an insured person;
  - any key, card, fob or device used to lock/unlock and/or start the car is left in, on or attached to the car or left in the immediate proximity of the car or in range of where the key, card, fob or device is effective, or not kept securely away from the car.
- The excess shown in the Schedule under Section C.
- Loss of use of the car.
- Wear and tear.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Mechanical, electrical, electronic or computer failures (including failures caused by a computer virus or cyber attack) or breakdowns or breakages.

- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- The car losing value after, or because of, repairs.
- Loss of or damage to the car resulting from deception, fraud or deceit, such as a person
  pretending to be a buyer or seller of the car.
- Loss of or damage to the car if, at the time of the incident, it was being driven or used, without
  your permission, by someone who normally lives with you, or with any of the named drivers.
- Deliberate damage to the car by anyone insured under your policy, or by anyone who
  normally lives with you, or by any of the named drivers, or by someone who is known to you
  and has access to your home or the car, or by someone who is known to any of the named
  drivers and has access to their home or the car, unless that person is reported to the police and
  prosecuted for causing the damage.
- The car being confiscated or destroyed by or under order of any government or public or local authority.
- Loss arising from the car being returned to its legal owner, where it is established that you
  are not the legal owner.
- Loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational
  equipment, including loss of data, or damage, caused by a computer virus, or cyber attack.
- Loss or damage to **the car** caused by an inappropriate type or grade of fuel being used.
- The cost of replacing keys, locking devices or locks if the keys or locking device are lost or stolen.
- Loss or damage to the car caused by a cyber attack or computer virus..

## How we will settle your claim under sections A or C

We will choose whether to repair the car or pay you a cash amount equal to the cost of the loss or damage. If the car cannot be driven because of damage that is covered under this policy, we will arrange and pay for the car to be protected and taken to the nearest approved repairer.

**We** will replace any child seats which are fitted to **the car** at the time of an **insured incident**, even if there is no apparent damage, up to and not exceeding a value of £300 per incident.

If **the car** is fitted with Advanced Driver Assistance Systems (ADAS) **we** will pay for the recalibration of cameras or sensors fitted to **the car** to operate these systems, if necessary, following an **insured incident** under Sections A or C.

## If the car is economically repairable

If **the car** is repaired by one of **our** approved repairers **you** do not need to get any estimates, and repairs can begin immediately after **we** have authorised them.

We will arrange for one of our repairers to contact you to arrange to collect the car.

**We** will also pay the costs of delivering **the car** back to the address shown on **your** current **Schedule**, when the damage has been repaired by one of **our** approved repairers.

All repair work carried out by **our** approved repairers has a lifetime guarantee for as long as **you** own **the car**. Any parts fitted by **our** approved repairer are covered under the manufacturer's or supplier's quarantee.

If you do not want to use one of our approved repairers, you will need to send us an estimate for us to authorise and we may need to inspect the car. We reserve the right to ask you to obtain alternative estimates.

You will have to pay any policy excess direct to the repairer.

**We** will not pay any part of a repair or replacement which improves **your** car beyond its condition before the loss or damage took place unless **you** have agreed to pay the additional cost prior to any work commencing.

The repairer can use parts, including recycled parts that compare in quality to those available from the manufacturer.

#### If the car is a total loss

Once an approved engineer has inspected and assessed the **market value** of **the car**, **we** will send **you** an offer of payment.

If **the car** is currently on a hire purchase or finance agreement (except leasing) **we** will settle the claim by paying the legal owner. **We** will only pay **you** any remaining balance if ownership of **the car** is to be transferred to **you** at the end of the hire purchase or finance agreement.

If **the car** is on a leasing agreement, **we** will settle the claim by paying the legal owner.

Any payment **we** make for total loss will be after **we** have taken off any policy **excess**. When **you** accept **our** offer for total loss **the car** will belong to **us**.

In the event of **your** car being written off or declared a total loss, **your** policy will usually come to an end. However, **we** may allow the policy to continue for a period of up to 90 days from the date **you** receive settlement to allow **you** to put a replacement car on the policy. If **you** are paying **your** insurance premium by instalments **you** are obliged to continue with these payments for the unexpired/duration period of **your** policy.

If **the car** is written off or declared a total loss **we** will not refund any premium. If **you** are paying by instalments **your** full annual premium remains payable.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

## Replacement car

We will not pay more than the market value of the car unless:

- the car is not more than one year old at the time of the loss or damage; and
- you or your partner are its first and only registered keeper; and
- you or your partner have owned the car (or it has been hired to you under a hire-purchase or leasing agreement) since it was first registered as new; and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the UK list price including taxes); and
- the car was supplied as new within the geographical limits.

In these circumstances, if **you** agree, **we** will replace **the car** (and pay delivery charges to the address shown on **your** current **Schedule** or any other address **we** agree with **you**) with a new car of the same make, model and specification.

#### We will only do this if:

- a car is available within the **geographical limits**; and
- anyone else who has an interest in **the car**, such as a hire purchase or leasing company, agrees.

If **we** cannot replace **the car** with one of the same make, model and specification, **we** will pay the most recent new list price, including VAT (where appropriate), for that specification of car.

## Section D – Courtesy Car

#### What is covered

To keep **you** mobile, within the **geographical limits** only, **we** will offer **you** a small courtesy car (typically a small city car), while **the car** is being repaired by one of **our** approved repairers following an **insured incident** that has resulted in a claim under **your** policy.

Once **we** have decided that **the car** can be economically repaired by one of **our** approved repairers and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take.

If **the car** can still be legally driven (in other words, it is roadworthy), **we** will deliver the courtesy car when **the car** is collected for repairs.

The approved repairer may, with **your** agreement, provide an alternative solution more suitable to **your** requirements.

**Your** car insurance policy will automatically be extended to cover the courtesy car for the period it is provided to **you** while **your** car is being repaired. All terms, conditions and exclusions of this policy, including the **excesses** shown on **your** policy **Schedule**, will apply to the courtesy car. If **you** have to make a claim for the loss of or damage to the courtesy car this will show on **your** claims history and **your** no claim discount or other features of **your** policy may be revised at **your** next renewal.

- Claims under Section B Windscreen cover.
- A courtesy car will not be provided if **your** vehicle is declared a total loss.
- A courtesy car will not be provided if the vehicle being repaired is a van.
- A courtesy car will not be provided if **you** do not use one of **our** approved repairers.
- A courtesy car will not be provided if your vehicle is stolen, unless it is subsequently recovered
  and is repaired by one of our approved repairers.

## Section E – Personal accident

#### What is covered

If **you** or **your partner** are accidentally killed or injured while getting into, travelling in or getting out of **the car** (or any other private car that **you** do not own), **we** will pay the following:

- For death £5.000.
- For total and permanent loss of sight in one eye £5,000.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot £5,000.

We will only pay these amounts if the death or loss happens within three months of the accident.

#### What is not covered

- Death or injury caused by suicide or attempted suicide.
- Death of or injury to any person driving illegally due to exceeding the legal limit of alcohol or the use of drugs at the time of the accident.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £5,000 to any one person for any one accident.
- If you or your partner, have more than one motor policy with us, we will only pay under one policy.

## Section F – Medical expenses

#### What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car, we** will, at **your** request, pay up to £100 in medical expenses for each injured person.

## Section G – Personal belongings

#### What is covered

If **you** make a claim under Section A (Damage to **the car**) or Section C (Fire and theft), **we** will cover personal belongings in **the car** that are lost or damaged following an accident, fire or theft involving **the car**.

**You** are covered for the cost of the item, less an amount for any wear and tear or loss of value through depreciation.

- More than £200 for each incident.
- Any goods, tools or samples that are carried as part of any trade or business.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).

- Loss or damage when no one is in the car unless all its windows, doors, roof openings and hood
  are closed and locked and all keys or devices are kept securely away from the car by you or the
  person authorised to use the car.
- Loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational
  equipment.

## Section H – Liabilities to third parties

#### What is covered

**We** will cover legal liability incurred by **you** (or by other people as set out in this section H) for the death of or injury to any person and/or damage to property caused by or arising out of:

#### Cover for you

- You using the car.
- Goods falling from the car.
- Loading and unloading the car.
- You using a private motor car provided that:
  - your current Certificate of Motor Insurance allows you to do so;
  - you have the owner's permission to do so;
  - you are still in possession of the car and it is taxed and has a current MOT if required;
  - the car has not been damaged beyond economical repair;
  - the car has not been stolen and not recovered;
  - the car has not been declared as off the road using a Statutory Off Road Notification (SORN);
  - the private motor car is registered within the geographical limits;
  - you are not using the private motor car outside of the geographical limits;
  - you are not test driving the private motor car;
  - you are not insured under any other insurance to drive the private motor car;
  - the **private motor car** has not been lent to **you** by **your** employer or business partner;
  - the private motor car has not been seized or confiscated by or on behalf of any government or public authority; and
  - there is a current and valid policy of insurance held for the private motor car in accordance with the Road Traffic Acts.
- You using the car to tow any single trailer, trailer-caravan or broken-down vehicle while it
  is attached to the car and if allowed by law, provided it is not being towed for hire or reward.

#### Cover for other people

 Any person driving the car with your permission (as long as your Certificate of Motor Insurance shows that he or she is allowed to drive the car). The person driving must not be excluded from driving the car by any endorsement, exception or condition.

- Any person using (but not driving) the car, with your permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of the car.
- Any person using the car, with your permission, to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the car and if allowed by law, provided it is not being towed for hire or reward.

#### We will also pay

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of similar status in any country within the geographical limits);
- Legal costs for defending a charge of manslaughter (including a similar charge in any jurisdiction
  within the **geographical limits**) or causing death by dangerous or careless driving caused by
  an accident covered under this policy.

**We** must agree to all legal costs and/or expenses beforehand. If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give;

- Any costs and expenses for which your employer or business partner is legally liable as a result
  of you using the car for their business;
- Any other costs and expenses for which we have given our written permission; and
- Charges set out in the Road Traffic Acts.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

- Any solicitor's fees or legal costs, unless you have provided us with a written estimate which we
  have authorised in writing prior to any costs being incurred.
- Death of or injury to any of your employees during the course of their work, even if the death or
  injury is caused by anyone insured by this policy.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- Any amount for any one claim or series of claims arising from one event that causes loss of or damage to property while the car is being used to carry hazardous goods.
- Any loss or damage caused by loading or unloading the car when it is not on a public road or other public place.
- Any loss or damage caused by using the car, or any machinery attached to it, as a tool of trade.
- Loss of or damage to any bridge, weighbridge, viaduct, road or surface which the car is being
  driven on, or anything under the road surface, caused by vibration or by the weight of the car
  or its load.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event
  which was unintended and unexpected and happened at one specific time and place.

- Any amount over £1.2 million for one pollution or contamination event. This amount is inclusive
   of all costs and expenses up to £250,000.
- Any amount over £20 million for any one claim or series of claims arising from one event that
  causes loss of or damage to property, including any indirect loss or damage. This amount is
  inclusive of all costs and expenses up to £5 million.
- Any loss or damage if the person insured can claim under another policy.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

## Section I – Using your car abroad

#### What is covered

**We** will cover **your** minimum legal liability to others while **you** or any permanent driver covered by this policy and named on **your** current **Certificate of Motor Insurance** are using **the car** within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

#### Currently these countries are:

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

This cover is the minimum required to comply with the laws on compulsory insurance for motor vehicles. **You** do not need an International Motor Insurance Card (Green Card) for visits to these countries.

We will also provide the cover shown on your Schedule for up to a total of 90 days in any period of insurance while you or any permanent driver covered by this policy and named on your current Certificate of Motor Insurance are using the car within the countries referred to above, provided your main permanent residence is in the United Kingdom. We will provide the cover shown on your Schedule in the Republic of Ireland as long as the car does not remain there for more than 90 consecutive days at any one time.

#### What is not covered

If **your Certificate of Motor Insurance** allows **you** to drive any other vehicle, that cover does not apply outside of the **geographical limits**.

## Section J - No claim discount

As long as a claim has not been made during the **period of insurance**, **we** will increase **your** no claim discount by one year (up to a maximum of 9 years) and a discount for this will be included in **your** renewal premium.

If a claim is made during the **period of insurance**, the discount will be reduced in accordance with **our** step back scale shown in the table below. **You** may also have to pay a higher **excess** on renewal, this will be reflected in **your Schedule**.

Current NCD	NCD at renewal after 1 claim in current year	NCD at renewal after 2 claims in current year	NCD at renewal after 3 claims in current year
0-2 Years	0 Years	0 Years	0 Years
3 Years	1Year	0 Years	0 Years
4 Years	2 Years	0 Years	0 Years
5+ Years	3 Years	1Years	0 Years

If we make a full recovery of the claims cost from a third party your no claim discount will be reinstated. Claims made under Section B – Windscreen cover (your policy Schedule shows if you have this cover) will not affect your no claim discount.

## Section K – No claim discount protection

If **you** have chosen to protect **your** no claim discount, it will not be reduced in the event of a claim provided **you** have no more than two claims in the first policy year.

If **you** renew **your** Tesco Bank Car Insurance policy the terms of **your** no claim discount protection will change. Full details can be found in the table below.

Current NCD (with Protection)	NCD at Renewal after 1 claim in 3 year period	NCD at Renewal after 2 claims in 3 year period	NCD at Renewal after 3 claims in 3 year period	NCD at Renewal after 4 claims in 3 year period	
4years	4 years	4 years (protection lost)	2 years	0 years	0 years
5+years	5+ years	5 years (protection lost)	3 years	1years	0 years

The protection provided under this section only applies to **your** no claim discount. It does not protect **your** premium and **you** may have to pay a higher premium and **excess** if any claims are made.

Your no claim discount will not increase in any years in which you have a claim.

## Section L – In Car Entertainment Equipment

#### What is covered

**We** will pay the cost of repairing or replacing **the car**'s audio, navigational, telephone and entertainment equipment caused by accidental or malicious damage, vandalism, fire, theft or attempted theft up to the following amounts:

- a) Unlimited cover for equipment fitted as original equipment by the manufacturer; or
- b) £1,000 for any other equipment provided this equipment is permanently fitted to **the car**.

- Loss of or damage to equipment when no one is in the car unless all its windows, doors, roof
  openings and hood are closed and locked and all keys or devices are kept securely away from
  the car by you or the person authorised to use the car.
- The **excesses** shown in the **Schedule** under Section A in respect of claims for accidental or malicious damage or vandalism.
- The excesses show in the Schedule under Section C in respect of claims for fire, theft or attempted theft.
- Loss of use.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- The car losing value after, or because of, repairs.
- Loss of or damage resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- The car being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage caused by someone who normally lives with you, or with any of the named drivers.
- Loss of or damage to any radar detection equipment.
- Loss or damage caused by a cyber attack or computer virus.

## Section M – Additional Cover Features

This section of cover only applies if section M appears on your Schedule.

#### **Onward Travel**

#### What is covered

If you or any driver shown on the **Certificate of Motor Insurance** is unable to complete a journey as a result of an incident that gives rise to a valid claim under Section A or C of **your** policy, **we** will refund:

 up to £150 in total towards the costs of travel of the occupants of the car to the planned destination or to your home.

The travelling expenses will be refunded up to the limit shown above once valid receipts are provided to **us** for reimbursement.

#### What is not covered

- Incidents outside of the Geographical Limits;
- The costs of fuel or other fluids, meals, drinks, newspapers or telephone calls.

#### **Uninsured Driver Promise**

#### What is covered

If you make a claim for an accident that is not your fault and the driver of the motor vehicle or motor cycle that hits your car is not insured to drive that vehicle, your no claim discount will be reinstated and we will refund your excess, provided:

- we establish that the accident is not your fault and the driver of the other vehicle has been
  identified and is not insured; and
- you give us the make, model and registration number of the vehicle that hit you; and
- you supply the other driver's name and address, if possible; and
- you supply the names and addresses of any independent witnesses to help confirm who
  is at fault, if possible.

When **you** claim, **you** may initially have to pay **your excess**. Also, if investigations are still ongoing when **your** renewal is due, **you** may lose **your** no-claim discount temporarily.

However, once **we** are satisfied that the accident was the fault of the identified uninsured driver, **we** will refund **your excess**, reinstate **your** no claim discount and refund any extra premium **you** have paid to **us** for any temporary loss of **your** no claim discount.

## Theft of Keys

This cover is to help reduce the risk of **your** vehicle being stolen as a direct result of the theft of **the car** keys.

#### What is covered

**We** will refund up to £500 in total, after deducting the **excess** shown in the **Schedule** under Section M, towards the cost of replacing:

- the locks for the door, boot, ignition and steering; and
- the car keys, transmitter, immobiliser or entry card or device,

if **the car** keys, transmitter or entry card or device have been stolen, provided there is a valid reason to believe the person who has the keys knows the location of **the car**.

We will pay no more than £500, after deducting the excess shown in the Schedule under Section M, once valid receipts are provided to  $\mathbf{u}\mathbf{s}$  for reimbursement.

#### What is not covered

We will not pay:

- the excess shown in the Schedule under Section M;
- if the keys, transmitter or entry card were in or on **your** vehicle at the time of the theft;
- if the theft of the keys, transmitter or entry card or device is not reported to **us** and the police within 24 hours of discovering it, and **you** have not obtained a crime reference number;
- if the keys, transmitter or entry card are lost;
- if you make a statement to the police that the entry device was taken with your permission;
- more than the market value of your vehicle.

## Policy exclusions – Tesco Bank Cover+ Car Insurance

These policy exclusions apply to all sections of the policy except the Tesco Legal Guard and Tesco Bank Breakdown Cover sections.

- 1. We will not pay claims arising directly or indirectly from any of the following:
  - The car being driven by, or being in the charge of, someone who is not described in your Certificate of Motor Insurance as entitled to drive. This includes any person you, or any person acting for you, have hired the car out to.
    - However, this exclusion will not apply while **the car** is with a member of the motor trade for servicing or repair. The policy **excesses** as shown on **your Schedule** will apply.
  - The car being driven, by anyone who does not hold a driving licence or is disqualified from driving.
  - The car being driven by someone who does not meet all the conditions of their driving licence. For Provisional licence holders, these conditions include displaying 'L' plates and being accompanied at all times by a qualified driver aged over 21, who holds a Full UK/EU/ EEA driving licence for the type of vehicle being driven. The accompanying person must not use a mobile phone while supervising the driver and must be seated next to the driver so they can assist with control at any time.
  - The car being used for a purpose that is not shown as covered in your Certificate of Motor Insurance.
  - The car being used for any form of merchandise delivery, courier service or hot/fast food delivery, renting out, peer to peer hire schemes (including when the hirer is using your car) or used for taxiing, chauffeuring or any other form of hire or reward.
  - The car being used to deliberately cause loss, damage, injury, death, fear of injury or death, or liability, or for criminal purpose, including avoiding lawful apprehension.
- 2. If you receive any payment for giving people lifts in the car, the policy is not valid if:
  - The car is made or altered to carry more than eight people including the driver;
  - You are carrying the passengers as part of a business of carrying passengers; or
  - You are making a profit from the payments you receive.
- **3.** We will not pay claims arising directly or indirectly from any of the following:
  - lonising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
  - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
  - Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
  - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
  - Acts of terrorism, such as:

- (i) use or threat of force and/or violence; and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes;

- and/or any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.
- **4. We** will not pay claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands.
- 5. We will not pay for any liability you accept under an agreement or contract, unless you would have been legally liable anyway.
- **6.** Any decision or action of a court which is not within the relevant **geographical limits** is not covered by this policy unless the proceedings are brought or a judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
- 7. We will not pay claims arising directly or indirectly from any motor car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have vehicular access.
- 8. We will not pay claims for loss or damage resulting from the use of **the car** for racing, either formally or informally, against another motorist, pacemaking, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road event or at any event during which **the car** may be driven on a motor racing track, de-restricted toll road, airfield or at an off road event or on the Nürburgring Nordschleife.

## **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** liabilities **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at **www.fscs.org.uk** or by calling **0800 678 1100** or **0207741 4100**.

## What to do if you have a complaint

In this complaints section **we**, **us** and **our**, mean the **administrator** as specified in this Policy Booklet, as well as the insurer named in **your** current **Schedule** and any holding companies, subsidiaries or linked companies.

If **you** have experienced a problem in relation to **your** Tesco Bank Car Insurance policy, **we** will aim to resolve it as quickly and fairly as possible. **We** have the following complaints procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

#### Step 1: Let us know

#### If you have a complaint about your policy:

- Telephone Tesco Bank on 0345 673 0000 or 0113 820 9992 if calling from a mobile; or
- Write to Tesco Bank at the address shown below:

Customer Relations Manager Freepost RSJB-RYLK- JKUX, Tesco Bank Complaints, P.O. Box 277, Newcastle Upon Tyne NE12 2BU

#### If you have a complaint about your claim:

- Contact your claim handler first. You will find their details on any letters they have sent to you;
   or
- Write to the Claims Manager who will ensure that the matter is dealt with at a senior level.
   The address can be found on any letters that you have received.

Where possible **we** will always aim to resolve **your** complaint when **you** first contact **us**, however some complaints may take longer to resolve. If for any reason **you** remain dissatisfied with **our** written response or **you** have not received a final response letter within eight weeks, **you** may escalate the matter as outlined in Step 2.

#### Step 2: Contact the Financial Ombudsman Service

If you are not satisfied with our final decision regarding your complaint or you have not received our final decision within eight weeks, you can write to:

Financial Ombudsman Service Exchange Tower, London E14 9SR

#### www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your legal rights.

## Tesco Bank Motor Legal Protection Cover



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# Motor Legal Protection (Tesco Legal Guard) terms and conditions

#### About your Insurance

Thank you for choosing Motor Legal Protection (Tesco Legal Guard) which is arranged and administered by Tesco Personal Finance plc (trading as Tesco Bank), and is provided by Arc Legal Assistance Limited and is underwritten by AmTrust Europe Limited.

This **policy** forms a contract of insurance between **you** and the **underwriters**. This Policy Booklet contains important information about what is covered and what is not covered under this **policy**.

Motor Legal Protection provides **you** with cover for legal costs and expenses to pursue a claim for compensation in respect of uninsured losses or personal injury arising from a **road traffic accident** for which another party is at fault.

Tesco Personal Finance plc (trading as Tesco Bank) and AmTrust Europe Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Tesco Bank's Financial Services Register number is 186022, AmTrust Europe Limited's Financial Services Register number is 202189 and Arc Legal Assistance Limited's Financial Services Register number is 305958. This information can be checked on the Financial Services Register by visiting the FCA website www.fca.org.uk/firms/systems-reporting/register or by contacting the PRA on 020 7601 4878.

Motor Legal Protection (Tesco Legal Guard) covers **advisers' costs** up to £100,000 where:

- a) The insured incident takes place within the period of insurance and within the geographical limits, and
- b) The action takes place in the geographical limits.

Once your claim has been accepted on the terms set out in this policy, we will appoint one of our panel of solicitors, or their agents, to handle your case. Should you wish to appoint your own adviser, you can only do so once court proceedings are issued or a conflict of interest arises but you must obtain approval from us before proceeding. If you do not obtain our approval your claim will be rejected. Where we agree to your own choice of adviser, you will be liable to pay any advisers' costs over and above our standard advisers' costs.

**You** must read this Policy Booklet in conjunction with **your Schedule** and **Statement of Fact**. Certain words in this **policy** are printed in **bold**. The meaning of those words is explained in the section headed Meanings of Words.

If you have any questions about your cover or documents, please call the Customer Services Line on **0345 673 0000**. Lines are open Mondays to Friday 8am to 9pm, Saturday to Sunday 9am to 5pm.

## Meaning of Words

Throughout this Motor Legal Protection (Tesco Legal Guard) Policy Booklet certain words and phrases are printed in **bold**. These have the meanings set out below.

Action	The pursuit of civil proceedings following a <b>road traffic accident</b> .
Administrator	Tesco Personal Finance plc (trading as 'Tesco Bank') 2 South Gyle Crescent Edinburgh EH12 9FQ Customer Services Line <b>0345 673 0000</b> (Lines are open Monday to Friday 8am-8pm, Saturday to Sunday 9am-2pm).
Adviser	Our specialist panel of solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.
Advisers' costs	Legal fees and costs incurred by the <b>adviser</b> , that do not exceed the amount of damages <b>you</b> are claiming in the legal action. Third party's costs shall be covered if awarded against <b>you</b> .
Car Insurance Policy	The Tesco Bank <b>Car Insurance Policy</b> for which a <b>Schedule</b> has been issued that states <b>you</b> have a Motor Legal Protection (Tesco Legal Guard) <b>Policy</b> .
Certificate of Motor Insurance	The proof of the motor insurance you need by law. The Certificate of Motor Insurance shows:  • what car is covered;  • who is allowed to drive the car; and  • what the car can be used for.  If your Certificate of Motor Insurance allows driving by any driver, please refer to your Schedule for any restrictions that may apply.
Conditional fee agreement	An agreement between <b>you</b> and the <b>adviser</b> or between <b>us</b> and the <b>adviser</b> which sets out the terms under which the <b>adviser</b> will charge <b>you</b> or <b>us</b> for their own fees.
Endorsement	A clause that alters the standard cover provided by the policy. If any <b>endorsements</b> apply to <b>your</b> policy they will be shown on <b>your</b> policy <b>Schedule</b> .
Excess	The part of a claim <b>you</b> must pay. Sometimes more than one <b>excess</b> can apply, in which case <b>we</b> add them together.
Geographical limits	The  United  Kingdom, the  European  Union, the  Channel  Islands  and  the  Isle  of  Man.
Insured incident	A <b>road traffic accident</b> involving the <b>vehicle</b> that takes place within the <b>geographical limits</b> which results in <b>you</b> suffering uninsured losses or personal injury or death.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in <b>your Schedule</b> .
Policy	This Motor Legal Protection (Tesco Legal Guard) contract of insurance.

Road traffic accident	A traffic accident in the <b>geographical limits</b> involving the <b>vehicle</b> occurring during the <b>period of insurance</b> for which <b>you</b> are not at fault and for which another party is at fault.
Schedule	The latest <b>Schedule we</b> have issued to <b>you</b> . This forms part of the contract of insurance. It gives details of the <b>period of insurance</b> , the sections of the policy that apply, the premium <b>you</b> have to pay, <b>the car</b> which is insured and details of any <b>excesses</b> or <b>endorsements</b> .
Standard advisers' costs	The level of <b>advisers' costs</b> that would normally be incurred by <b>underwriters</b> in using a nominated <b>adviser</b> of <b>our</b> choice. If <b>you</b> nominate <b>your</b> own <b>advisor</b> , <b>we</b> will tell <b>you</b> what the <b>standard advisors' costs</b> are that apply at that time.
Statement of Fact	The form that shows the information that <b>you</b> gave <b>us</b> , or was given to <b>us</b> on <b>your</b> behalf. This forms part of the contract of insurance.
The car	Any motor vehicle that <b>you</b> have given <b>us</b> details of and for which <b>we</b> have issued a <b>Certificate of Motor Insurance</b> . <b>The car</b> 's registration number will be shown on <b>your</b> latest <b>Certificate of Motor Insurance</b> . Accessories, including child seats, spare parts and the charging cables and batteries for electric or hybrid vehicles are included in the definition of <b>the car</b> when they are with <b>the car</b> or locked in <b>your</b> own garage.
Underwriters	AmTrust Europe Limited.
Vehicle	The motor <b>vehicle</b> covered by <b>your Certificate of Motor Insurance</b> including a caravan or trailer whilst attached to it.
We/us/our	Arc Legal Assistance Ltd or as otherwise notified to <b>you</b> by the <b>administrator</b> , acting with good reason (such as where they or the <b>underwriters</b> appoint another third party to administer this <b>policy</b> ).
You/your	The policyholder named in the <b>Schedule</b> to which this cover attaches. This is extended to include the authorised driver and passengers.

# **Policy Conditions**

#### 1. Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured incident**. If **you** do not do so there will be no cover under this **policy** if, as a result of the delay, **your** prospects of succeeding in the case fall to 50% or less, or **our** costs increase above the level that would otherwise be the case. To report a claim **you** must follow the instructions under the 'How to make a claim' section on page 38.
- b) We shall appoint the adviser to act on your behalf.
- c) You must supply all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers' costs in excess of our standard advisers' costs. The adviser must represent you in accordance with our standard conditions of appointment which are available on request.
- d) If you do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount you eventually recover, the underwriters shall not be liable for any further advisers' costs unless upon being notified of the offer or payment into court we agreed to the claim continuing. We shall not withhold such agreement without good reason.

#### e) The adviser must:

- Keep us fully advised of all developments and provide such information as we may reasonably require
- ii. Keep us regularly advised of advisers' costs incurred as required by us
- Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by us
- iv. Where possible, attempt recovery of costs from third parties.
- f) Underwriters shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
- g) You shall supply all information reasonably requested by the adviser and us.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **action**, unless **we** both agree that there is good reason to do so. If **we** do not agree, any costs already paid under this insurance must be reimbursed by **you**.
- You must instruct the adviser to provide us with all information that we reasonably ask for and report to us as we direct.

### 2. Disputes

Any disputes between **you** and **us** in relation to **our** assessment of **your** prospects of success in the case or nomination of solicitor may, where **we** both agree to arbitration, who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.

### 3. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgment
- c) Being able to achieve an outcome which best serves your interests.

#### What is Covered

Uninsured loss recovery & personal injury.

#### What is insured

You are covered for advisers' costs to pursue damages claims arising from a road traffic accident:

- a) Whilst **you** are in, boarding or alighting the **vehicle** against those whose negligence has caused **your** injury or death, and/or
- b) Against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses. The adviser will help you identify what these are, but examples of such losses include but are not limited to:
- Loss of earnings
- · Damage to personal items
- Alternative travel costs

If the action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims court limit, the adviser must enter into a conditional fee agreement which waives their own fees if you fail to recover the damages that you are claiming in the action in full or in part. If the damages you are claiming are below the small claims court limit advisers' costs will be covered provided they do not exceed the amount claimed.

#### What is not insured

Claims relating to an agreement **you** have entered into with another person or organisation.

#### General exclusions

There is no cover:

- a) Where the **insured incident** occurred before **you** purchased this insurance.
- b) Where you fail to give proper instructions to us or the adviser or fail to respond to a request for information or attendance by the adviser.
- c) Where advisers' costs have not been agreed in advance or exceed those for which we have given our prior approval.
- d) For any claim arising from racing, rallies, competitions or trials.
- e) For appeals without our prior written consent.
- f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless a conflict of interest arises.
- g) For any **action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**.
- h) Where at the time of the **Insured incident**, **you** were disqualified from driving, did not hold a licence to drive (unless **you** previously held a licence and are allowed to have one by law) or the **vehicle** did not have a valid MOT certificate.
- For disputes between the adviser and any other party which is only over the level of advisers' costs.
- j) For any interim disbursements or fees.

#### How to make a claim

Call the Claims helpline as shown in **your policy Schedule**. **We** will assess the claim, and if covered send details to the **adviser** who will then contact **you** to discuss any assistance **you** require (including for alternative travel or **vehicle** repairs).

### European legal and UK tax helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone.

Simply telephone 0345 030 3181 and quote 'Tesco Legal Guard'.

### Complaints or comments

**We** hope **you** will be completely happy with **your policy** and the service provided. If **you** are not satisfied **we** would like to know and **we** will aim to sort it out as quickly and fairly as possible. **We** have the following complaint procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

Step 1: Let us know if you have a complaint about your policy:

- Telephone Tesco Bank on 0345 673 0000; or
- Write to Tesco Bank and send to:

Customer Relations Manager Freepost RSJB-RYLK-JKUX Tesco Bank Complaints P.O. Box 277 Newcastle Upon Tyne NE12 2BU

If **you** have a complaint about **your** claim: Contact **your** claim handler or claims manager first. **You** will find their details on any letters **you** have received.

Step 2: Contact the Financial Ombudsman Service

If you are not satisfied with **our** final decision regarding your complaint or you have not received **our** final decision within eight weeks, you may ask the Financial Ombudsman Service to review your case by contacting:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Tel: 0800 023 4567 or 0300 123 9 123 Fax: 0207 964 1001 Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure or contacting the Financial Ombudsman Service at any stage of **your** complaint will not affect **your** legal rights.

### Cancellation

This cover is an inclusive benefit to **your** car insurance cover. If you cancel **your car insurance policy**, the Motor Legal Protection will be automatically cancelled at the same time. Likewise, if you cancel this Motor Legal Protection, **your** car insurance cover will automatically be cancelled at the same time.

If your car insurance policy is cancelled at any time, this policy will automatically be cancelled as well.

If you cancel your policy within 14 days of receiving your policy documentation (or from the start date of the policy if this is later) then the administrator will refund the cost of your cover providing no claim has been made.

If you cancel your policy after 14 days, the administrator will refund any premium paid for the remaining period of insurance, as long as no claims have been made in the current period of insurance.

The **administrator** or the insurer can cancel this **policy**, for a valid reason or on serious grounds, by sending **you** seven days' notice of cancellation to **your** last known address. Examples of a valid reason or serious grounds may include, but are not limited to:

 Non-payment of premium (including missed direct debit payments) that is not resolved following our reminders.

- Failing to comply with the terms and conditions of this policy and your car insurance policy, as outlined in the respective policy booklets.
- Failing to cooperate and/or provide the necessary information required to enable us, or the administrator, to administer your policy, claim or investigate fraud.
- Where fraud is suspected.
- Making a false statement or misrepresenting information to the **administrator**.
- Where threatening, abusive or offensive behaviour has been used towards us or the administrator.
- Where any change you tell us about and which occurs during the term of your policy, that
  alters the information on your policy documents, results in us no longer being able to
  continue cover.

### Renewal of your policy

When **your car insurance policy** is renewed, the **administrator** will automatically renew this **policy**. If **you** do not want to renew this **policy**, all **you** need to do is let the **administrator** know.

### Recording calls

We may monitor or record telephone calls to:

- Provide a record of the instructions received from you.
- Help monitor quality standards and assist with staff training.
- Meet legal and regulatory requirements.

### **English Law**

This contract is governed by English Law unless otherwise agreed.

### Language

The language for contractual terms and communication will be English.

### Financial Services Compensation Scheme

**We** and the **underwriters** are covered by the Financial Services Compensation Scheme (FSCS). If **we** or the **underwriters** cannot meet **our** liabilities, **you** may be entitled to compensation from the scheme. **You** can get more information on the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0800 678 1100**.

# Tesco Bank Breakdown Cover



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# Statement of demands and needs

Based on the information provided this **policy** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future.

# Handy phone number

If you need assistance at the roadside please call the number below.

### Breakdown / Claims, UK 0800 003 001

Lines open 24 hours a day, 365 days a year.

# **Policy wording**

### **Terms and conditions**

Thankyou for choosing **Tesco Bank** Breakdown Cover. Cover is arranged by Tesco Personal Finance plc (trading as **Tesco Bank**), acting on behalf of RAC Motoring Services and RAC Insurance Limited (**RAC**).

This **policy** is underwritten by RAC Motoring Services. In the Channel Islands and Isle of Man, this policy is underwritten by RAC Insurance Limited. **You** should read this **policy** along with **your Schedule** for full details of **your** cover.

This **policy** is a contract between **us** and **you**. **We** agree to pay for those costs set out in this **policy**, which occur during the **period of cover** and for which payment of the appropriate premium has been made and subject to the following terms and conditions.

#### Choice of law

The laws of England and Wales govern **your policy**, unless **you** and **we** agree otherwise and such agreement has been put in writing by **us**.

### Use of language

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

If the service **you** require is not provided for under this **policy, we** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such service are a matter for **you** and the supplier and **we** will not act as an agent.

#### Period of cover

- Your cover is for the duration of your Tesco Bank Car Insurance policy, renewable annually.
- This policy will automatically terminate in the event that your related Tesco Bank Car Insurance policy terminates.
- Cover may be automatically renewed by Tesco Bank on the renewal date. If Tesco Bank
  intends to automatically renew, Tesco Bank will notify you of their intention prior to expiry
  together with details of the renewal premium. If you do not wish to renew you should inform
  Tesco Bank prior to the renewal date.

#### Alternative formats

We're committed to making **our** products accessible to all customers. This document is available in large print, Braille and audio format by calling our Customer Services on **0345 673 0000** (calls may be monitored and recorded). **We** can be contacted by Typetalk by prefixing the number with **18001**.

#### **Further conditions**

You must notify Tesco Bank of any change in your address immediately.

**Tesco Bank** may choose not to offer renewal of this **policy**.

**RAC** and **Tesco Bank** acting as agent for **RAC** reserve the right to refuse to give service and/ or cancel **your policy** if **you** or anyone using **your policy** behaves in a threatening or abusive behaviour to **our** employees or contractors.

# Your right to cancel

You may cancel this **policy** at any time by contacting **Tesco Bank**.

This cover is an inclusive benefit to **your** car insurance cover. If you cancel **your** car insurance **policy**, the Breakdown Cover will be automatically cancelled at the same time. Likewise, if **you** cancel this Breakdown Cover, **your** car insurance cover will automatically be cancelled at the same time.

If you cancel your policy within 14 days of receiving your policy documentation (or from the start date of the policy if this is later) then **Tesco Bank** will refund the cost of your cover providing no claim has been made.

If you cancel your policy after 14 days, **Tesco Bank** will refund any premium paid for the remaining **period of cover**, as long as no **claims** have been made in the current **period of cover**.

**Tesco Bank** or **RAC** can cancel this **policy**, for a valid reason or on serious grounds, by sending **you** seven days notice of cancellation to **your** last known address. Examples of a valid reason or serious grounds may include, but are not limited to:

- Non-payment of premium (including missed direct debit payments) that is not resolved following our reminders;
- Failing to comply with the terms and conditions of this policy and your car insurance policy, as outlined in the respective policy booklets;
- Failing to cooperate and/or provide the necessary information required to enable us, or Tesco Bank, to administer your policy, claim or investigate fraud;
- Where fraud is suspected;
- Making a false statement or misrepresenting information to **Tesco Bank**;
- Where threatening, abusive or offensive behaviour has been used towards RAC or Tesco Bank; or
- Where any changes you tell us about and occur during the term of your policy, that alters the
  information on your policy documents, results in us no longer being able to continue cover.

# **Definitions**

Below are certain words that have a specific meaning in this **policy** and wherever these words appear they have the following meaning:

Breakdown	Means unforeseen mechanical or electrical failure during the <b>period</b> of cover in the <b>UK</b> .
Claim	Means a call for assistance or any other claim under this <b>policy</b> .
Home	Means your permanent residence in the UK.
Period of Cover	Means the period stated on <b>your Schedule</b> .
Policy	Means this Policy Wording and <b>Schedule</b> provided to <b>you</b> by <b>Tesco Bank</b> .
Resident of the United Kingdom	Means a person living permanently in the <b>United Kingdom</b> or a person employed by a company having its registered office in the <b>United Kingdom</b> .
Schedule	Means the Schedule of insurance issued to <b>you</b> in connection with <b>your</b> main <b>Tesco Bank</b> Car Insurance <b>policy</b> .
Specialist Equipment	Is equipment not carried by RAC patrols or RAC contractors and includes but is not limited to winching and specialist lifting equipment.
Tesco Bank	Means Tesco Personal Finance plc (trading as Tesco Bank) (registered in Scotland under number 173199).
The Party/ Your Party	Means the persons including <b>you</b> , travelling with <b>you</b> in the <b>vehicle</b> .
United Kingdom/ UK	Means England, Scotland, Wales, Northern Ireland and for the purpose of this document includes the Channel Islands and the Isle of Man.
Vehicle	Means the vehicle specified in the <b>Schedule</b> being eligible to receive services under this <b>policy</b> or where personal cover applies, any eligible vehicle <b>you</b> or the second named driver are travelling in, provided it complies with the vehicle specifications described in General exclusion Condition 19.

# **Definitions (continued)**

Vehicle Licensing Agency	Means the Driver and Vehicle Licensing Agency (DVLA), Swansea SA67JL responsible for registration of vehicles in the <b>UK</b> and the equivalent authorities in Northern Ireland, Isle of Man or Channel Islands for vehicles required to be registered in those territories.
We/Our/Us/RAC	Means RAC Motoring Services and/or RAC Insurance Limited.
You/Your	Means the person named on the <b>Schedule</b> when driving the <b>vehicle</b> , or any other person driving the <b>vehicle</b> with the owner's consent.

### Status disclosure

### Regulatory status

RAC Motoring Services (in respect of insurance mediation activities only) is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310208.

RAC Insurance Limited and Tesco Personal Finance are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register numbers are 202737 and 186022 respectively.

These details can be checked on the Financial Services Register by visiting www.fca.org.uk/firms/systems-reporting/register or contacting the PRA on **020 76014878**.

### Registered address

RAC Motoring Services (registered in England No. 01424399) and/or RAC Insurance Limited (registered in England No. 2355834) both with registered office at RAC House, Brockhurst Crescent, Walsall WS5 4AW.

Tesco Personal Finance plc (trading as **Tesco Bank**) (Registered in Scotland No. 173199) with registered office at 2 South Gyle Crescent, Edinburgh EH12 9FQ.

# Policy requirements and limitations

### Service in the UK

#### Credit card details

**We** will require **your** credit card details if **we** arrange a service for **you** which is not covered by, or exceeds, any levels specified in the **policy**. If **you** do not provide **us** with **your** credit card details **RAC** will not be able to arrange or provide certain services which will be notified to **you** when credit card details are requested.

#### Caravans and trailers

The **vehicle** restrictions in this **policy** apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6m. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this **policy**.

**We** do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of **breakdown** which cannot be repaired. **We** cannot guarantee to provide a vehicle with a tow bar.

#### Unforeseeable losses or events

Except in relation to any **claim you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under **your policy**, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing services under this **policy**.

### Battery related faults

For battery related faults **your policy** entitlements are as follows:

- RAC's initial attendance for a battery related fault is covered by your policy;
- The fitting of any parts or batteries purchased by you prior to our attendance is not covered.
   This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts;
- RAC will test your battery at that initial breakdown attendance. If the battery is no longer serviceable and so fails the test you will be advised to replace it; and
- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will
  apply for further assistance to a battery related fault. The charge will be payable by credit or
  debit card before assistance can be arranged.

### How to obtain assistance in the UK

If **you** are unfortunate enough to break down please follow these simple steps:

- Call 0800 003 001 (freephone) from the UK;
- Have to hand your policy number and vehicle registration; and
- Advise the operator of the location of **your vehicle** and the nature of the fault.

**RAC** will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call **RAC** first. Please do not go ahead and make **your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

### Services in the UK

Cover applies to **vehicles** registered with the relevant **Vehicle Licensing Agency** only. Where personal cover is not included, service will be provided only to the insured **vehicle** specified on the **Schedule** relating to this **policy** or to a vehicle that has been notified to and acknowledged in writing by **Tesco Bank** as being a permanent substitution for the previous insured vehicle. The policyholder should, therefore, ensure that such notification is made immediately a substitution occurs to avoid service being refused.

### Section A – UK Roadside Cover

If you are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **breakdown** to **your vehicle**, **we** will send an **RAC** patrol or contractor to help **you**.

We will try to repair **your vehicle** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which the **vehicle** is taken).

If we cannot repair the vehicle at the roadside, and we believe repairs are unwise or cannot be completed within a reasonable time, we will take the vehicle and up to 8 people to a destination of your choice within 10 miles of the scene of the breakdown. If you have no preferred destination, we will take the vehicle to a nearby garage. If you wish the vehicle to be taken to any other destination, you will have to pay for the towage costs for the whole distance.

#### Roadside does not cover:

- Routine servicing of the vehicle;
- Any labour other than that incurred at the roadside including, without limitation, garages;
- Replacing tyres or windows;
- Missing or broken keys. We will try to arrange the services of a locksmith but you will have to
  pay for them;
- The cost of ferry crossings, road toll and congestion charges;
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates;
- Vehicles, which in the reasonable opinion of our patrol or contractor, had broken down or were unroadworthy before you took out your policy;
- Vehicles which break down within 1/4 mile of your home address or where you normally keep the vehicle;
- Contaminated fuel problems. We will arrange for your vehicle to be taken to a local garage for assistance, but you will have to pay for the work carried out;
- The cost of parts, fuel or other supplies;
- Any **vehicle** storage charges incurred when **you** are using **our** services;
- Breakdown caused by or following an accident, fire, theft or act of vandalism. If you call us
  for assistance following such an incident you will be liable to pay us for removal. (Subject to
  the terms of your insurance policy, you may then be able to reclaim these costs through
  your insurance);

### Roadside does not cover: (continued)

- The tow or transport of any vehicle, which, in our reasonable opinion, is loaded beyond its legal limit;
- Any vehicle in a position where we cannot work on it or tow it, or wheels have been removed.
   We can arrange to rectify this but you will have to pay the costs involved; or
- Any animals in your vehicle, please note that their onward transportation is at our discretion
  and solely at your risk. We will not insure any animal, including livestock in transit, during any
  onward transportation we undertake.

### Section B – At Home Cover

As well as the services detailed under Section A **you** may be entitled to services under Section B. Please check **your schedule** to confirm the cover **you** have.

### At Home

At Home has the same terms and conditions as Roadside but with the following variations:

At Home allows **you** to use Roadside within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**.

#### At Home does not cover:

- The rectifying of failed or attempted repairs;
- The reimbursement of taxi fares or
- Service within 24 hours of commencement of this **policy**.

# General exclusions applying to Breakdown Cover

### Service in the UK

In addition to any limits and exclusions noted elsewhere in this **policy**, **we** will not cover:

- 1. Costs for anything which was not caused by the incident **you** are claiming for.
- 2. **Breakdowns** resulting from road traffic accidents, vandalism, fire or theft.
- 3. Vehicles which have broken down as a result of taking part in any motor sport event or off road activity (including, without limitation rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and complies with the normal rules of the road will be covered.
- 4. Any **claim** if **you** break down at a motor trader's premises, garage or premises offering vehicle repair.
- 5. The cost of all parts, garage, labour or all other costs in excess of **your policy** limits.
- 6. Loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc).
- 7. Any incident affecting a vehicle hired under the terms of this **policy**.
- 8. Routine servicing of **your vehicle**.
- 9. The cost of a glass or tyre specialist. We will arrange for your vehicle to be taken to a nearby garage for assistance but you will have to pay for any work carried out on the vehicle.
  Any other Recovery may be arranged but you will be liable for any additional costs.
- 10. The cost of a locksmith if you lose, break, or lock your keys in your vehicle. If we are unable to open your vehicle for any reason, we will arrange for a locksmith to attend where available, but you will be responsible for the costs. If a locksmith is not available, we will arrange for your vehicle to be taken to a nearby garage for assistance but you will have to pay for any work carried out on the vehicle. Any other Recovery may be arranged but you will be liable for any additional costs.
- 11. Any **claim** caused directly or indirectly by:
  - your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority; or
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event.
- 12. Any **claim** caused directly or indirectly by the overloading of **your vehicle** and/or any caravan or trailer.

- 13. Any **claim** as a result of **vehicle breakdown** due to:
  - a) running out of oil or water;
  - b) frost damage;
  - c) rust or corrosion;
  - d) tyres which are not roadworthy; and
  - e) using the incorrect fuel.
- Any claim caused directly or indirectly by the effect of your or your party's use or consumption of alcohol or drugs.
- Any claim where your vehicle is being driven by persons who do not hold a full
   United Kingdom or other recognised and accepted driving licence valid for use in the
   United Kingdom.
- 16. Any claim which you have made successfully under any other policy of insurance held by you. If the value of your claim is more than the amount you can get from your other insurance we may pay the difference subject to these policy limits and exclusions.
- 17. The cost of any transportation, accommodation or care of any animal. Any onward transportation of animals is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake.
- 18. Any period outside your period of cover.
- 19. Any **vehicle** other than a car, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **vehicle** must conform to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM); and
  - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).

The **vehicle** restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6m. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out above caravans and trailers are not covered under this **policy**.

If the **vehicle** requires repatriation **we** will arrange for repatriation of the caravan or trailer as well.

#### Vehicle age

The **vehicle** must have been no more than 16 years old at the date **you** first bought **your Tesco Bank** Breakdown policy.

There is no upper age limit restriction for **vehicles** once **you** have purchased cover, provided **you** continue to renew this policy and continue to pay **your** premium.

- 20. Any **claim** by **you** unless **you** are a **resident of the United Kingdom** and the **vehicle** is registered with the relevant **Vehicle Licensing Agency**.
- 21. Any **vehicle** carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification.
- 22. Repairs to or Recovery of your vehicle if it is unattended.
- Any personal effects, valuables or luggage left in your vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the vehicle. These are your responsibility.
- 24. **Specialist equipment** costs. **We** will however arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor.
- 25. Any costs which are not directly covered by the terms and conditions of this **policy**.
- 26. Vehicles which were broken down or unroadworthy at the start of this policy.
- 27. It is a legal requirement that **vehicles** used on, or recovered from, a public highway must have valid road tax.
  - The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/transport/highways/dandv/
- 28. The costs of any parts provided by **RAC** to fix **your vehicle** at the roadside must be paid in full by credit/debit card at time of **breakdown** before work can commence.
- 29. Where personal cover is not included, service will be provided only to the insured vehicle specified on the Schedule relating to this policy or to a vehicle that has been notified to and acknowledged in writing by Tesco Bank as being a permanent substitution for the previous insured vehicle. You should, therefore, ensure that such notification is made immediately a substitution occurs to avoid service being refused.

# **Caring for our customers**

**We** are committed to providing **you** with the highest standard of service and customer care. **We** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. Should **you** have cause for complaint about any aspect of the service **we** have provided to **you** and **you** have already called Customer Services, who have been unable to resolve the matter to **your** complete satisfaction, please contact **us** at the relevant address indicated and **we** will work with **you** to resolve **your** complaint.

**We** will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within two working days, along with a leaflet outlining **our** complaints procedure.

Please quote **your** full name, contact telephone number or **policy** number and where applicable **your vehicle registration** in any communication.

If you are dissatisfied with the sale or administration of your policy:

Please write to **Tesco Bank** at:

Tesco Bank Breakdown Customer Care Freepost RSJB-RYLK-JKUX Tesco Bank Complaints P. O. Box 277 NEWCASTLE UPON TYNE NE12 2BU

or call: 0345 673 0000.

If you have used our UK breakdown service and are dissatisfied:

Please write to us at:

Tesco Bank Breakdown Customer Care RAC Motoring Services RAC House Great Park Road Bradley Stoke Bristol BS32 4ON

or email: breakdowncustomercare@rac.co.uk or call: 0800 015 6836.

### Financial Services Compensation Scheme

RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme, depending on your type of insurance and the circumstances of any claim.

Further information about the scheme is available from the FSCS website **www.fscs.org.uk**, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

### Customer Services Line 0345 673 0000

Lines are open Mon-Fri 8am-8pm, Sat and Sun 9am-2pm

#### **Claims**

You can register your claim using our claims portal at https://carclaims.tescobank.com/ or call us on **0345 677 3377**.

#### Tesco Glass Line 0345 677 8888

(for damage to windscreens and other window glass)

Lines are open 24 hours.

You must tell us within 7 days of becoming aware of any incident that may result in a claim under this policy, even if you do not intend claiming for your own car.

### **Tesco Bank Breakdown Cover phone numbers**

If you need assistance at the roadside please call the appropriate number below.

#### Breakdown/Claims, UK 0800 003 001

Lines open 24 hours a day, 365 days a year.

## We could help you save on other insurance

#### Home Insurance 0345 301 0940

Lines are open between 8am and 8pm Monday to Friday, 9am to 2pm on Saturdays and Sundays.

#### Pet Insurance 0345 078 3801

Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays.

If you have difficulties with your hearing or speech, contact us by Typetalk by adding 18001 to the start of any of the numbers above.

Tesco Bank Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Pet Insurance is arranced, administered and underwritten by Royal & Sun Alliance Insurance olc.

#### For further information: tescobank.com



For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.

Tesco Bank Car Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and are underwritten by a select range of insurers. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.