



Breakdown assistance

Your Policy

Every little helps

Welcome to Tesco Breakdown Assistance

This is your Tesco Breakdown Assistance Policy. Please read it carefully and keep it in a safe place.

If you have any questions about your Policy, please telephone or write to us at the number or address shown on your schedule.

Important Information

Your Right to Cancel

If this cover does not meet Your requirements, please return all Your documents within 14 days of receipt. We will return any premium paid in full provided no claims have been made on the policy during that time. The full annual premium is due if a claim has been made during that period.

Should you choose to cancel, please return your documentation to: Customer Services Department, Tesco Breakdown Assistance, The Wharf, Neville Street, Leeds LS1 4AZ.

How to Complain

Should there ever be an occasion where you need to complain, please call us on **0845 300 44 00**. For Typetalk dial **18001 0845 300 44 00**.

If you wish to write, then address your letter as follows:

- Claims related complaints to Customer Relations Department, Tesco Breakdown Assistance, Cote Lane, Pudsey LS28 5GF.
- All other complaints should be addressed to Customer Relations Department, Tesco Breakdown Assistance, The Wharf, Neville Street, Leeds LS1 4AZ.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800.

Details about our Regulator

UK Insurance Limited is authorised and regulated by the Financial Services Authority, Registration Number 202810. The Financial Services Authority website, which includes a register of all regulated firms, can be visited at www.fsa.gov.uk of the Financial Services Authority can be contacted on 0300 500 5000.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. (90% of the total claim with no upper limit after 31/12/09). For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

Tesco Breakdown Assistance Policy

Welcome to Tesco Breakdown Assistance. This Policy is arranged by Tesco Personal Finance plc and underwritten by UK Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No. 1179980.

This is your Policy wording and it is important that you read it carefully. This Policy is evidence of the contract between you and UK Insurance Limited based on the information given to us orally or otherwise. We have not provided you with a personal recommendation as to whether this policy is suitable to your specific needs.

In return for receiving and accepting the Premium, we will provide insurance in the terms of the Tesco Breakdown Assistance Policy for those sections shown in the schedule and your Tesco Breakdown Assistance certificate, as applying in respect of an Insured Incident occurring during the Period of Insurance. English Law will apply to this contract unless we both agree otherwise.

Your information

Who we are

Tesco Breakdown Assistance is arranged by Tesco Personal Finance plc (TPF) and underwritten by UK Insurance Limited (UKI).

You are giving your information to TPF and UKI. TPF is part of the Tesco Group. UKI is a member of the Royal Bank of Scotland Group (The Group). In this Information statement **'we'** **'us'** and **'our'** refers to UKI and TPF unless otherwise stated.

For information about the Royal Bank of Scotland Group please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960. For information about the Tesco Group, please visit www.tesco.com

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group and Tesco except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

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

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Sensitive Information

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

You will have been asked to agree to this when you contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Fraud prevention agencies

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

Law enforcement agencies may access and use this information.

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

- checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

If you would like a copy of the information Tesco Personal Finance holds about you, please write to: Data Protection Officer, Regulatory Risk Department, Tesco Personal Finance, Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH quoting your reference. A fee may be payable.

Call monitoring and recording

We may monitor and record telephone calls in order to improve our service and to prevent and detect fraud.

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Tesco Breakdown Assistance Policy

Tesco Insurance is arranged by Tesco Personal Finance plc and underwritten by UK Insurance Limited, which is authorised and regulated by the Financial Services Authority. It is provided in association with Green Flag Motoring Assistance.

The service and benefits provided under this policy should be read in conjunction with the Tesco Breakdown Assistance schedule and certificate.

Meanings of Words

Wherever the following words and phrases appear in this Policy and the Tesco Breakdown Assistance certificate and schedule they will always have these meanings:

We or Us or Our: UK Insurance Limited and/or its agents.

Tesco Breakdown Assistance Policy or Policy: This booklet and the Tesco Breakdown Assistance certificate and schedule, which together form the contract between you and us.

Policyholder: The person named on the Tesco Breakdown Assistance certificate.

Partner: A person that You are living with as if You are married to them.

Insured Vehicle: Any vehicle we have agreed to cover and which is shown on the Tesco Breakdown Assistance certificate or, where Personal Cover applies, any vehicle you or your spouse/partner are travelling in, provided it complies with the vehicle specifications described in General Condition 11.

You or Your: The Policyholder, any authorised driver and authorised passengers in the Insured Vehicle at the time of the incident.

United Kingdom (UK): Great Britain, Northern Ireland, the Isle of Man (and, for residents of the Channel Islands only, the Channel Islands).

Period of Insurance: The period stated on the Tesco Breakdown Assistance certificate.

Insured Incident: Immobilisation of the Insured Vehicle as a result of breakdown, fire, theft or attempted theft, malicious damage, accidental damage, flat tyre, lack of fuel, flat battery, loss or breakage of car keys, occurring within the UK during the Period of Insurance.

Section A – Rescue

What is covered

Following an Insured Incident occurring at least a 1/4 mile from either the Policyholder's home address or the place where the Insured Vehicle is usually kept, we will:

- Arrange for roadside assistance and if necessary, transportation of the Insured Vehicle to either a single destination of your choice within 10 miles of the Insured Incident, or to a suitable repairer in the vicinity of the Insured Incident.
- Transport you and up to seven passengers that are in the Insured Vehicle at the time of the Insured Incident to the chosen destination.
- Pay the cost of providing these services, including call-out and up to 1 hour's labour for roadside assistance.

Please remember

All other labour charges and the cost of replacement parts and/or other materials are your responsibility.

You are responsible for instructing the garage to carry out any repairs.

If there is no suitable repairer in the vicinity, an additional mileage charge may be made.

This service cannot be used if the vehicle has broken down or is unroadworthy when cover was taken out.

Recovery cannot be used as a way of avoiding repair costs.

What is not covered

- Labour charges in excess of those for 1 hour's roadside assistance.
- The cost of any part/s and/or materials used.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by you.
- The cost of, if needed, a locksmith or a bodyglass or tyre specialist.
- Anything mentioned in the General Exclusions.
- Charges incurred where transportation of the insured vehicle exceeds 10 miles.

Section B – Rescue Plus

What is covered

Following an Insured Incident occurring less than a 1/4 mile from either the Policyholder's home address or where the Insured Vehicle is usually kept, you may:

- Use the services detailed under Section A – Rescue.

Please remember

This level of cover will not be effective until the day after you have arranged this cover for the first time.

Section C – Recovery

What is covered

All the benefits under Section A, and if it is apparent to us or the chosen repairer that repairs cannot be effected by the repairer by the end of the working day, we will arrange and pay for the transportation of you, the vehicle and up to seven passengers to your choice of:

- The Policyholder's home address, or
- The original destination within the UK, or
- A suitable repairer in the vicinity of the Insured Incident, the Policyholder's home address or original destination.
- If some form of medical certification can be shown and there are no passengers who can drive the vehicle, this service may also be used in the event of the driver being declared medically unfit to drive. We may choose to recover the vehicle by providing a qualified driver.

Please remember

This level of cover will not be effective until the day after you have arranged this cover for the first time.

What is not covered

- Recovery within a 1/4 mile of either your home address or the address where the Insured Vehicle is usually kept, unless you are entitled to the services detailed under Section B – Rescue Plus.
- Onward transportation following a period of hospitalisation.
- Any costs where we have not been contacted at the time of the Insured Incident.
- Anything mentioned in the General Exclusions.

Section D – Recovery Plus

What is covered

All the benefits under Sections A, B and C, and if it is apparent that repairs cannot be effected by the repairer by the end of the working day; or

If the Insured Vehicle has been stolen and is not recovered in a roadworthy condition the same day, and provided you have not elected to be recovered under Section C – Recovery, we will arrange and pay for your choice of:

- Where available, the hire of a self-drive rental vehicle of an equivalent level up to a maximum of 1600cc, for a reasonable period to continue the journey or return to the Policyholder's home address up to a maximum of £100; or
- The cost for the Insured Person to either continue the journey or return to the Policyholder's home address within the UK by our choice of alternative transport, up to a maximum of £100; or
- Overnight bed and breakfast accommodation in a local hotel whilst awaiting repairs, provided that the Insured Incident occurs more than 25 miles from the Policyholder's home address or intended destination, up to a maximum of £40 per Insured Person or £240 per Insured Incident.

If necessary, we will also pay for one single standard class rail ticket for the Policyholder or any authorised driver to collect the Insured Vehicle following repair.

We will relay up to three telephone messages to family members, friends or business associates of the Insured Person to advise of unforeseen travel delays.

Please remember

A hire car is provided subject to you meeting the conditions of the hirer. Any claims involving the hire of a replacement vehicle must have our prior approval.

A hire car is not available following a breakdown at home.

Entitlement to the hire car ends once you have reached your original destination or home.

We cannot guarantee to provide a vehicle with a roof rack or tow bar.

This level of cover will not be effective until the day after you have arranged this cover for the first time.

What is not covered

- Any costs where we have not been contacted at the time of the Insured Incident.
- Vehicle hire following an incident occurring at home.
- Vehicle hire not authorised by us.
- Any vehicle hire not effected within 24 hours of occurrence of the Insured Incident.
- Vehicle hire in the event of the Insured Vehicle requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- The cost of fuel and oil used in any replacement vehicle or any additional insurance offered by the replacement vehicle hirers.
- Anything mentioned in the General Exclusions.

Section E – Euro Plus

What is covered

In addition to all the services and benefits, apart from Personal Cover, supplied under this Policy (Sections A–D), those detailed in the separate Tesco Breakdown Assistance Europe section will apply.

Please remember

This level of cover may only be taken where the vehicle to be covered is less than 16 years of age.

Personal Cover

What is covered

If shown on your schedule, the highest level of cover purchased under the Policy will be extended to apply when you and/or your spouse or partner is/are driving with the owner's permission or travelling in any private eligible vehicle which is less than 16 years of age and which does not exceed the weight and size limitations as set out in the General Conditions 11. We reserve the right to request proof of identification before providing service under this cover. This cover is only available for Insured Incidents that occur in the UK.

Additional Vehicles

What is covered

If shown on your schedule, cover applies to additional specified vehicles as agreed by us that are kept at and registered to the Policyholder's address.

Tesco Breakdown Assistance Europe – Euro Plus

Meanings of Words

In addition to those detailed in the UK section, wherever the following words and phrases appear in this section or the Tesco Breakdown Assistance schedule and certificate, they will always have these meanings:

Certificate of Motor Insurance: This document provides evidence that You have taken out the insurance You must have by law. It identifies who can drive the Insured Vehicle and the purposes for which the Insured Vehicle can be used.

Lawyer: The solicitor or other suitably qualified person appointed by Us to act for You under this cover.

Legal Costs: The professional fees and expenses the Lawyer reasonably and necessarily charges. It also covers Your opponent's costs which You are ordered to pay by a court and other costs We agree in writing. The most We will pay for any claim or claims arising from any one incident will be the limit shown in the policy. This includes Your costs and Your opponent's costs.

Trip: A pre-booked journey abroad within the Geographical Limits during the Period of Insurance commencing and ending in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Period of Insurance: Cover under Section E1 operates 7 days prior to commencement of the booked Trip. All other benefits apply during each Trip within the Period of Insurance as shown on the Tesco Breakdown Assistance certificate, including your direct journey from your home to your UK point of departure. All benefits (other than Legal Protection under Section E9) terminate on completion of your direct return journey home, on expiry of the period of cover for which premium has been paid. This section provides cover for any number of journeys for up to a total of 90 days during the Period of Insurance.

Note: If your return journey from abroad is unavoidably delayed by any Insured Incident covered by this insurance, cover will be automatically extended free of charge for the period of that delay.

Country of Departure: Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Geographical Limits: The following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

Strike or Industrial Action: Any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Section E1 – Cover Prior to Departure

What is covered

Following an Insured Incident occurring during the 7 days immediately preceding the arranged date of departure, we will pay up to a maximum of £800 towards:

- The hire of an equivalent replacement vehicle, where available, for the purpose of carrying out the original Trip, in the event that the Insured Vehicle, if stolen, is not recovered before the arranged date of departure, or the Insured Vehicle cannot be repaired within 24 hours following the booked time of departure for the Trip.
- The additional cost of rebooking any sea crossing or rail journey via the Channel Tunnel missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel), in the event that the Insured Vehicle is repaired within 24 hours of the original time of the planned departure for the Trip.

Please remember

Any claim involving the hire of a replacement vehicle must have our prior approval.

You must contact us as soon as you know your vehicle may be unavailable for the planned Trip.

Your claim must be supported by a letter from a garage confirming:

- The regular maintenance and servicing of your vehicle.
- Precise details of the breakdown or damage.
- The breakdown, when occurring, was sudden and unforeseen.
- That repairs cannot be effected before the date planned for you to begin your Trip.

What is not covered

- Any claim resulting from breakdown if you have purchased this insurance less than 7 days before your planned date of departure.
- Any claim when actual or imminent breakdown of your vehicle is discovered or diagnosed in the course of a service carried out less than 7 days prior to your planned date of departure.
- The cost of any Personal Accident insurance or other benefit not specifically covered under this section.
- Loss of use of a vehicle hired to the Insured Person.
- The cost of fuel and oil used in any replacement vehicle.

Section E2 – Roadside Assistance

What is covered

Following an Insured Incident during the Trip we will:

- Arrange for roadside assistance and towing to the nearest suitable repairer.
- Pay for these services up to a maximum of £250.

Please remember

A garage or specialist undertaking repair work (other than at the roadside) will be acting as your agent for such repair work.

What is not covered

- Charges for any labour not incurred at the roadside.
- The cost of replacement parts or other materials.

Section E3 – Replacement Parts

What is covered

In the event of necessary replacement parts not being available locally during the Trip, on receipt of your instructions, we will:

- Undertake to obtain them elsewhere.
- Pay all freight charges involved in despatching them to the location of the Insured Vehicle.

Please remember

Although we will endeavour to provide the replacement parts required, we can give no guarantee they will be available, especially in the case of older vehicles where parts may be impossible to locate.

When you are invoiced for a surcharge subject to the return of the old unit or part, you must return the defective part at your own expense to the supplier.

If you place a firm order for replacement parts and these are not subsequently required, or you do not await their arrival, you will be responsible for the cost of such parts, including all forwarding charges arising from their return.

What is not covered

- The actual cost of the parts and any Customs Duty. This must be paid to us by you, by a debit to a credit or charge card or, by a prior deposit of funds in the country of departure.

Section E4 – Break In

What is covered

In the event of a theft (or attempted theft) of the Insured Vehicle or the contents contained in the Insured Vehicle during the Trip, we will pay up to a maximum of £175 for immediate emergency repairs and/or replacement parts, which are necessary to place the Insured Vehicle in a secure condition to continue the Trip.

Please remember

You must obtain a Police report within 24 hours of the incident giving rise to the claim.

What is not covered

- Damage to paintwork or other cosmetic items.
- Costs incurred following your return home.

Section E5 – Vehicle Out of Use

What is covered

If an Insured Incident occurs during the Trip and repairs cannot be effected within 24 hours, we will arrange and pay for one of the following:

- The additional cost of transporting you, with your luggage, to your destination by alternative transport, or
- The immediate hire of an equivalent replacement vehicle, where available, whilst the Insured Vehicle remains unserviceable, up to a maximum of £800, or
- Overnight bed and breakfast accommodation (excluding alcohol) in a local hotel whilst awaiting completion of repairs, up to £125 per Insured Person with a maximum limit of £500 in total, provided that such cost is additional to or in excess of any planned accommodation costs payable by you, had loss of use of the Insured Vehicle not occurred.

Please remember

Hire cars provided within the Geographical Limits must stay in the country where they were hired.

Any claims involving the hire of a replacement vehicle must have our prior approval.

We cannot guarantee to provide a car with a tow bar or roof rack.

Hire cars provided within the Geographical Limits cannot be brought back to mainland Great Britain.

If you have to pay for the services locally, you will be reimbursed provided you obtained approval from us before incurring the expenditure.

What is not covered

- The cost of fuel and oil used in any replacement vehicle.
- The cost of any Personal Accident insurance or other benefit not specifically covered under this section.
- Costs arising as the result of an incident occurring during a Trip but incurred outside the period of that Trip.

Section E6 – Camping Trips

What is covered

If the tent you are carrying with you and using in the course of the Trip as your principal overnight accommodation, is rendered unserviceable through theft or accidental damage we will arrange and pay for:

- If practicable, the hiring of a suitable tent, where available, for the remainder of the period of the Trip, or
- Emergency bed and breakfast only expenses (excluding alcohol) over and above those planned, up to £100 in total per Insured Person, with an overall maximum of £500 per insured party.

What is not covered

- Any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unserviceable.
- Loss of use of any tent you are not carrying on the Trip with you or which belongs to a tour operator or holiday company.

Section E7 – Alternative Driver

What is covered

In the event of the driver being declared medically unfit to drive the Insured Vehicle in the course of a Trip or having to return home early because of what we agree is a serious or urgent reason and there is no other Insured Person qualified and competent to drive, we will pay all necessary additional costs incurred to return the Insured Vehicle to the home address in the country of departure.

Please remember

We may elect to provide a qualified driver to drive back the Insured Vehicle and up to seven passengers.

Section E8 – Repatriation

What is covered

Following an Insured Incident occurring during the Trip, we will pay:

- The cost of transporting you, with your luggage, to your home address in the country of departure if the Insured Vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of

your return home. The means of transport to be used shall be at our discretion.

- The cost of transporting the Insured Vehicle to your home address in the country of departure if repairs cannot be carried out abroad (or the Insured Vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of your return home. We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs. Or, when agreed in advance by us, the cost of one person to travel to the location of the Insured Vehicle by public transport to drive the repaired vehicle to the home address in the country of departure.

Once you have been repatriated by us and if we are transporting your vehicle to the country of departure:

- We will reimburse you for up to 7 days' necessary alternative travel costs you incur while you await delivery of the Insured Vehicle.
- This benefit will cease after 7 days or when we deliver the Insured Vehicle to your home address or to the repairer designated by you (whichever is the sooner).
- You must keep all receipts and invoices for the travel you have incurred, and send these to us with our claim form.
- We will pay the cost of such travel up to a maximum of £75 in total for all Insured Persons.

Please remember

The maximum we will pay to repatriate the Insured Vehicle will be its current market value in the country of departure.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the country of departure, and when you confirm to us that these repairs will be put in hand.

Any unused travel tickets must be used for repatriation of the Insured Vehicle.

What is not covered

Loss or theft of, or damage to, unaccompanied baggage (other than a manufacturer's tool kit) left in the Insured Vehicle if you and/or the Insured Vehicle are being transported by us.

We will not pay any additional costs for repatriating your pet(s).

Section E9 – Legal Protection

Telephone Advice

We will provide telephone advice, guidance and assistance on any legal problem which arises in connection with the Trip or in connection with the Policyholder's home. This service operates from the commencement of a Trip until 7 days after completion of the Trip. Legal Helpline number 0845 601 40 60 (available 24 hours a day).

What is covered

Legal Defence

Providing You notify us within 28 days of receiving a summons, We will pay up to £1,000 in respect of Legal Costs incurred in defending You in a court outside the Country of Departure against an alleged motoring offence involving the Insured Vehicle during Your Trip.

Death or Bodily Injury

Following any road traffic accident involving the Insured Vehicle which is not Your fault, We will pay the Legal Costs up to a maximum of £10,000 for any one incident, to negotiate Your legal rights in pursuing a civil action for compensation and to help You in appealing or defending an appeal following Your sustaining bodily injury or death during Your Trip.

Travel Expenses

Additional travel expenses in the event that You are obliged by a court abroad to attend in connection with an incident giving rise to a claim under this section up to a maximum of £250 per person.

Cover provided by this section only applies if:

- at the time of the incident leading to this claim, the Insured Vehicle is being driven or used for a purpose allowed by this policy,
- at the time of the incident leading to this claim, the Insured Vehicle is being driven or used by a person named in Your current Certificate of Motor Insurance as being authorised to drive or use the Insured Vehicle,
- the date of the incident leading to the claim is within the Period of Insurance and the incident happens within the Geographical Limits,
- any legal proceedings will be carried out within the Geographical Limits by a court or other organisation which We agree to, and
- It is more likely than not that You will be successful with Your claim for damages.

What is not covered

Legal Defence

- Alleged speeding offences where no other offence is involved.
- Alleged offences where there are no reasonable prospects of affecting the outcome of the prosecution.

Death or Bodily Injury

- Any claim not notified to Us within 180 days after the commencement of the incident giving rise to a claim.
- The pursuit of a claim against Us, Our agent, Our appointed assistance company.
- Legal Costs incurred without prior authorisation by Us.
- Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- Any Legal Costs if We do not think that the person You are claiming from is able to pay the damages.

Conditions

If You do not keep to these conditions, We may cancel this section, refuse any claim and withdraw from any current claim.

1. You must:

- tell Us about Your claim as soon as possible;
- let Us have full details of Your claim and any other information that We or the Lawyer ask for (You will pay any costs involved in providing this information);
- fully co-operate with the Lawyer and Us, and not do anything which might damage Your claim (If We ask, You must tell the Lawyer to give Us any documents, information or advice they have or know about);
- tell Us about any developments affecting Your claim;
- tell Us if the Lawyer refuses to continue to act for You or if You withdraw Your instructions;
- tell Us if anyone makes a payment into court or offers to settle Your claim;
- try to get back any Legal Costs that We have to make, and pay them to Us, and
- get Our agreement to negotiate or settle a claim.

2. Appointing a Lawyer

- If We accept Your claim, We or a Lawyer appointed by Us will try to negotiate a settlement without having to go to the courts. At any time We can take over and carry out Your claim in Your name.
- If it is necessary to take Your claim to the courts or if there is a conflict of interests, You have the right to choose a Lawyer to act for You. Otherwise, We will appoint a Lawyer for You.
- The Lawyer will be appointed by You or by Us to act for You according to our standard terms of appointment. (You can ask Us for a copy.)
- Before the Lawyer starts work on Your case, We must agree to the charges.
- You must not enter into any agreement relating to charges with the Lawyer without getting Our permission first.
- If a Lawyer refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Lawyer.

3. You must tell your lawyer to:

- get Our written permission before instructing a barrister or an expert witness; and
- tell Us immediately if it is no longer more likely than not that You will be successful with Your claim for damages.

4. We can:

- contact the Lawyer at any time, and he or she must co-operate fully with Us at all times;
- decide to settle Your claim by paying the amount in dispute;
- refuse to pay further Legal Costs if You do not accept a reasonable offer to settle Your claim; and
- refuse to pay further Legal Costs if it is no longer more likely than not that You will be successful with Your claim.

5. Disputes

You have the right to refer any disagreement between You and Us to arbitration.

The arbitrator will be a solicitor, barrister or other suitably qualified person You and We agree on. If We cannot agree, the arbitrator will be chosen by the president of the Law Society (or similar organisation) for that part of the Geographical Limits whose law governs this section of the policy, We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service. This service is free of charge.

Section E10 – Customs Regulations

What is covered

Following an Insured Incident occurring outside the country of departure during a Trip:

- The Insured Vehicle is beyond economic repair, we may arrange for its disposal under Customs supervision in the country where it is situated. In this case we will deal with the necessary Customs formalities.
- The Insured Vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or you inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then we will pay your liability for any duty claimed from you.

What is not covered

The cost of any other import duties imposed by Customs.

Section E11 – Missed Motorail Connection

What is covered

If you fail to connect with a prebooked Motorail service on the outward journey as a result of:

- You arriving at the departure point in the country of departure too late to commence the booked Trip due to an accident or breakdown involving the Insured Vehicle in the course of the Trip, or
- Cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike or industrial action or mechanical breakdown or derangement.

We will arrange and pay for:

- Storage of the Insured Vehicle in a secure parking area, if available, near to the Motorail depot for the period of the Trip.
- A standard second-class return rail ticket to enable you to continue the Trip to/from the intended Motorail destination station.
- Hire of an equivalent replacement vehicle, where available, up to a maximum of £450 per insured party.

Please remember

You must have taken every reasonable step to complete the journey to the departure point and to the Motorail depot on time.

What is not covered

- Strike or industrial action which is public knowledge at the time of effecting the insurance.
- Withdrawal from service (whether temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
- Claims arising in connection with the inward (return) journey.

General Conditions Applying to this Policy

This part describes certain responsibilities and procedures.

1. You must:

- Take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the Insured Vehicle.
- Take all steps necessary to expedite the completion of repairs.
- Not abandon the Insured Vehicle or any of its parts to us without our authorisation.
- Contact us without delay when an incident arises that may result in a claim.

2. We will provide the services described in this Policy on condition that the Policyholder and each other Insured Person observe their licence conditions and all the terms and conditions laid down in the Policy. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.

3. We are entitled to take over your rights in the defence or settlement of a claim or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters. You must give us all the information and assistance we may require.

4. Any disputes as to the interpretation of this Policy or as to the rights or obligations thereunder shall be referred to arbitration under the legislation for the time being in force.

5. If any misrepresentation or concealment shall be made by or on behalf of the Policyholder in obtaining this Policy or by or on behalf of an Insured Person in support of a claim, this Policy shall become void and the premium shall be forfeited.

6. This Policy may be cancelled:

- By us at any time by providing 7 days' notice in writing to you at your last known address. In such event we will refund the pro-rata premium applicable to any unexpired part of the Period of Insurance for which premium has been paid.
- By you at any time by providing 7 days' notice in writing and surrendering the certificate. In such event, provided no claims have been made during the Policy year, we will issue a refund which will be calculated on a pro-rata basis, less a cancellation charge of 25%. This is not applicable to cover under Section E.

7. 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 Insurance 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.
8. You will be required to reimburse to us, within 1 month of the request, any expense incurred by us in providing any service under this Policy for which we are not responsible.
9. Any garage used in connection with an Insured Incident is deemed to be your agent. We will not accept responsibility for any damage or loss resulting from the garage's acts or omissions. No warranty is given by us that such garage is competent to repair the vehicle or can do so immediately. You must give direct instructions to the garage and pay for any repairs.
10. For cover to apply the vehicle must:
 - Be either; a car, motorised caravan, light van, estate car or 4x4 off-road vehicle, privately registered in the United Kingdom; a towed caravan or trailer of standard make being less than 16 years old. We recommend all caravans and trailers carry a serviceable spare wheel and tyre.
 - Carry no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 persons including the driver.
 - Not exceed (including any load carried) the following gross vehicle weight and dimensions: 3,500kg in weight, 7m in length, 3m in height and 2.25m in width.
 - Be serviced as recommended by the manufacturer and hold a current valid MOT certificate if applicable.
11. Any failure by us in relying on or enforcing these terms and conditions on any particular occasion will not prevent any subsequent reliance or enforcement.
12. Rescue (Section A) may be arranged for immediate cover. All other levels of cover will not be effective until the day after cover has been arranged for the first time.
13. If the vehicle is in a position where it cannot be worked on or towed, the wheels have been removed or where specialist equipment is required for its recovery, we can arrange to rectify this but you will be responsible for any costs involved.
14. Any reduction in cover will only be allowed at renewal of the Policy.
15. Onward transportation of any animal in your vehicle is at our discretion. We will not be liable for injury or death of the animal.
16. Following an Insured Incident attended by the police or other emergency service, transportation of the Insured Vehicle will not take place until they have authorised its removal.
17. After any repairs have been completed following recovery of the Insured Vehicle, it is your responsibility to arrange and pay for collection of the Insured Vehicle.
18. We reserve the right not to offer renewal of this Policy.
19. We can arrange to recover you following a road traffic accident but you may be responsible for any costs involved. However, you may be able to recover these from your motor insurer.

20. We will not be liable for any delay or failure in performance of our obligations under this agreement if that delay or failure is due to any cause outside of our reasonable control.
21. Where payment of premium is not made, any cover otherwise provided by this cover will be inoperative from the date such payment was due.
22. Where payment of premium is by instalments, the contract remains an annual one. The full premium is due if cover is cancelled by you and a call-out has been made. Should you fail to pay any instalment by the due date, such failure will entitle us to regard this as cancellation by you in accordance with Condition 6, point 2 of the Terms and Conditions and all cover will cease from the due date.
23. Cover may be automatically renewed by us on the renewal date. If we intend to automatically renew, we will notify you of our intention prior to expiry together with details of the renewal premium. If you do not wish to renew you should inform us prior to the renewal date.

General Exclusions Applying to this Policy

This Policy shall not apply in respect of:

1. Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations.
2. Vehicles used for the carriage of goods or passengers for reward.
3. Vehicles temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
4. Vehicles used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, speed or duration tests or practising for such events.
5. Breakdowns resulting from a fault that has necessitated a call-out by us previously during the same journey or from an inadequate repair carried out to remedy a fault previously giving rise to a call-out under this Policy or unsuccessful amateur servicing or repairs.
6. Vehicles situated in areas to which our agents have no right of access or on motor traders' premises.
7. Any wilful act of you or any passenger.
8. Loss of or damage to contents of the Insured Vehicle.
9. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.
10. Loss or destruction of, or damage to the Insured Vehicle or any loss or expense whatsoever resulting from:
 - Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
11. Any costs recoverable from any other insurance, indemnity or warranty.
 12. Losses that are not directly associated with the incident that caused you to claim. For example, loss of earnings due to being unable to return to work following an insured incident, or losses arising from a delay in providing the service to which this cover relates.
 13. Any expenses which would have been incurred in the normal course of the journey.
 14. Any costs or storage charges incurred if, following the Insured Incident, you elect to have the Insured Vehicle towed to a repairer.
 15. Transportation of horses or livestock.
 16. Any costs incurred without our prior knowledge or consent.
 17. Any costs incurred for sea or river transit, unless claimed under the Europe section of the Policy.
 18. Recovery of any vehicle that would be dangerous or illegal to load or transport.
 19. Vehicles that have broken down or are unroadworthy when cover was taken out.
 20. Any costs incurred as a result of you failing to carry a serviceable spare wheel and tyre.
 21. The parties to this Policy are you and us and any person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

Your Consumer Credit Agreement

Your right to cancel Your Consumer Credit Agreement

If You have chosen to pay by instalments You may cancel the Consumer Credit Agreement within 14 days of receipt. If You would like to cancel the Consumer Credit Agreement, please call Us on **0845 300 44 00** or write to Us at the address shown on Your documents. We will refund any premium paid in full provided that no claim has been made. If a claim has been made then We will deduct any remaining and unpaid premium from the settlement amount.

If You do not cancel the Consumer Credit Agreement, You must continue to pay the instalments for Your Policy otherwise We will cancel Your cover and terminate the Consumer Credit Agreement.

Please note that if You cancel Your Consumer Credit Agreement within 14 days, You have the option to continue cover under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also be cancelled.

Other Important Information about Your Consumer Credit Agreement

If You have a complaint relating to Your Consumer Credit Agreement You should refer to the “How to Complain” section in Your policy booklet.

You may terminate Your Consumer Credit Agreement at any time. However, if You wish cover to continue under the Policy then the outstanding balance must be settled in full.

We may terminate Your Consumer Credit Agreement if You fail to pay any instalment by the due date. For full details see your Consumer Credit Agreement.

UK Insurance Limited is the underwriter of Your Policy and provides credit to You in order that You may pay Your policy premiums in instalments.

It is possible that other taxes or costs not imposed by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.

Useful numbers

**Tesco Breakdown
Assistance
Customer
Helpline**

0845 300 44 00

Lines open 8am-9pm Monday-Friday, 9am-5pm Saturday and 10am-5pm Sunday

You could also save on all your insurance, call:

Travel Insurance	0845 300 88 00	Lines open 8am-8pm Monday-Friday, 9am-5pm Saturday and 10am-5pm Sunday
Home Insurance	0845 300 66 00	Lines open 8am-8pm Monday-Friday, 9am-5pm Saturday and 10am-5pm Sunday
Pet Insurance	0845 300 22 00	Lines open 8am-8pm Monday-Friday, 9am-5pm Saturday and 10am-5pm Sunday

www.tesco.com

For Typetalk dial 18001 before the relevant number above.

Calls may be recorded.

Tesco Breakdown Assistance and Tesco Travel, Home and Pet Insurance are underwritten by UK Insurance Limited (UKI). Tesco Personal Finance plc (TPF) can only provide information about UKI Home, Travel and Pet Insurance policies and Breakdown Assistance. The Royal Bank of Scotland Group plc is a parent undertaking of UKI. TPF is part of the Tesco Group. UKI and TPF are both authorised and regulated by the Financial Services Authority (FSA). FSA details can be checked on the FSA Register by visiting www.fsa.gov.uk or by calling 0300 500 5000. Tesco Personal Finance plc. Registered in Scotland no. SC173199. Registered office: Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH.