

# Our Terms and Conditions

Thank you for choosing Tesco Bank Box Insurance. Please read this document carefully as it forms a contract between you (the policyholder) and us (Insure The Box Limited, who arrange and administer Tesco Bank Box Insurance). This document explains the products and services we provide, as well as any charges we apply.

## 1. Who is Insure The Box Limited and what products and services do we provide?

We are a general insurance intermediary. We offer a telematics policy for your car, together with optional extras (Tesco Bank Breakdown Cover and Tesco Bank Key Cover) to run alongside your car insurance policy.

We will arrange and administer your policy on a non-advised basis (i.e. we will simply provide information about the products we offer, and will not offer any personal recommendation as to which product is right for you). We will be acting for and on behalf of the insurer at all times.

## 2. What will you have to pay us for our services?

If you wish to make certain changes to your policy, the following charges will apply each time:

- £30 if your policy is cancelled and a black box has not been fitted to your car
- £80 if your policy is cancelled and a black box has already been fitted to your car, or had been fitted to a car you previously insured with us\*
- £90 if you change your car
- £20 if you change your address or add/remove a driver to/from your policy.

These charges are in addition to any premium charge levied by your insurer.

\* When you take out a policy through us we pay the cost of the black box, its fitting and the retrieval of data from it. In the event that your policy is cancelled, we pay a fee to the company that provides the box to us which covers the cost of cancellation as well as the deactivation of your black box. The £80 charged to you is made up of the £30 administration fee, plus £50 to cover these additional costs that we incur.

If you choose to pay by instalments, we will introduce you to Premium Credit Limited (PCL) who will also apply some fees. All of PCL's fees will be communicated to you before the credit agreement is entered into.

## 3. Whose products do we offer?

We can only offer products from a limited number of insurers, as follows:

- Our private car insurance policies (except Section 11 of your Private Car Policy Document) are underwritten by Aioi Nissay Dowa Insurance Company of Europe SE, with incorporated Motor Legal Protection (Tesco Legal Guard – Section 11) underwritten by AmTrust Europe Limited. The insurer has authorised Arc Legal Assistance Limited to administer the insurance under Section 11.
- For our optional extras (which run alongside our car insurance policies):
  - Tesco Bank Breakdown Cover is provided by RAC Motoring Services and/or RAC Insurance Limited
  - Tesco Bank Key Cover is underwritten by Ageas Insurance Limited and claims are handled by Keycare Limited (trading as Keycare).

Full details about each of the companies above are contained within the respective Policy Documents.

## 4. What is our address, our ownership structure and regulatory status?

- We are incorporated in Gibraltar and our registered office is Montagu Pavilion, 8-10 Queensway, Gibraltar (Company Number: 102568). We have a branch in the UK at PO Box 1308, Newcastle, NE12 2BF.
- We are part of the same insurance group as Aioi Nissay Dowa Insurance Company of Europe SE. The parent company (Aioi Nissay Dowa Europe Limited) holds 100% of the share capital and voting rights in both companies.
- We are authorised by the Gibraltar Financial Services Commission and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request. You can find us on the relevant regulatory registers at:
  - the Financial Conduct Authority's website: [www.fca.org.uk/register](http://www.fca.org.uk/register) (or by telephone on 0800 111 6768)

- the Gibraltar Financial Services Commission’s website: [www.fsc.gi/regulated-entities](http://www.fsc.gi/regulated-entities)

## 5. How are we remunerated?

In addition to the administration charges for certain changes to your policy (see above), we receive:

- commission from the insurer, at a percentage of the total annual premium paid
- commission from providers of optional extras (if selected by you) at a percentage of the total annual premium paid
- for instalment customers; commission from PCL for introducing you, which is on a percentage basis of PCL’s administration fee
- where a motor insurance claim has occurred; we may also receive fixed payments from our trusted suppliers.

## 6. Are there any specific requirements when buying a Tesco Bank Box Insurance policy?

- We offer a telematics policy. As a condition of buying a Tesco Bank Box Insurance policy, you are obliged to have a black box fitted to your car, and we will need you to be available for our representative to install the black box into your car within 14 days of purchasing your policy. **(Please note: If you are unable to make your car available to have a black box fitted within 14 days of arranging your policy, we reserve the right to cancel the insurance cover).** The black box will at all times belong to the telematics provider approved by us.
- Your cover is connected to the miles you drive. You pay for a set number of miles (6,000, 8,000 or 10,000). If you need additional miles you can buy Top Up Miles – in bundles of 250, 500, 1,000 or 2,000.
- You can earn up to 100 Bonus Miles a month for safe driving, as defined in your insurer’s Policy Document.
- Your policy only covers you and the named drivers to drive the car insured.
- Your policy does not cover you or the named drivers to drive any other vehicles.
- We wish to protect the environment, and therefore we will communicate everything in an electronic format unless you have specifically requested otherwise. Where electronic communication is selected then all our correspondence with you will be by electronic means, including your future renewal invitations. If you have requested paper communications, then we will issue all your policy documentation (including your Certificate of Motor Insurance, Statement of Fact, Policy Schedule, Insurance Product Information Document, Private Car Policy Document and Renewal Invitation) to you in this format. We may still email you on other matters related to your policy, your driving performance and general driver safety issues so it is important that we have your correct email address.
- If you have earned No Claim Discount, and wish to apply it to this policy, you must send us proof of this No Claim Discount within 14 days of purchasing your car insurance policy. The No Claim Discount must:
  - have been earned in your name as the policyholder
  - be issued by a Financial Conduct Authority approved motor insurer who is licensed to trade in the UK
  - be earned in the UK (not abroad) on a private motor car insurance policy (we do not accept proof from company car, company insured car, motor trade, motorcycle, van or classic car policies)
  - be less than 24 months old
  - not be currently used to insure another vehicle.

Failure to provide adequate proof of the No Claim Discount you have declared may affect any claim you make and could result in your insurance being invalid.

## 7. Does Tesco Bank Box Insurance have any eligibility criteria?

Cover will not be granted to any car which:

- has not been registered with the DVLA
- is not normally kept in England, Mainland Scotland or Wales (specifically no cover is offered to cars normally kept in the Channel Islands, the Scottish Islands, the Isle of Man or Northern Ireland)
- is not normally kept at the address at which your policy is based
- has a registered keeper and legal owner other than the policyholder (or their spouse, partner, parent or guardian)
- is a caravan, commercial vehicle, motor home, motor bike, kit car, classic car, custom car, limousine or wedding car
- is imported
- has more than 7 seats
- is left hand drive
- is used for diplomatic, emergency services or military purposes
- has a “Q” plate
- is used to carry passengers or goods for profit or used for trade, delivery or hire, or as a pace car
- has been altered, changed or modified in any way (including cosmetic changes) from the manufacturer’s standard specification (excluding manufacturer’s options fitted at the time of original purchase).

Additionally, drivers cannot be insured if they:

- have any non-motoring offences which are not spent under the Rehabilitation of Offenders Act 1974
- have previously had an insurance policy cancelled at the request of any insurer.

#### **8. How will we hold your money prior to transmission to the insurers?**

All money received by us for insurance premiums is held on behalf of the relevant insurer so that you have no risk in the event of our insolvency. No interest will be paid to you from the account used.

If payment is initially made to us by debit/credit card, and we need to refund you, any refund will be made to the same card. If we are unable to refund to the same card for any reason, we may require proof of identity before making a payment to you by any other method.

#### **9. What happens at renewal?**

To make renewal easier for you, your policy will be renewed automatically using the payment details you have previously given to us, providing your card details allow this and you have given us permission to do so. If you have set up an instalment plan, any automatic renewal will be onto this instalment plan instead of charging your card.

We will only automatically renew your policy after issuing you with a renewal notice approximately 21 days before the end of your policy. If you do not want us to automatically renew your cover, you must contact us more than 3 days before your renewal date and advise us accordingly. Your renewal payment will be taken 3 days before the renewal date. Please check your renewal notice for further details when it is available to you.

#### **10. Is there a right to cancel your policy?**

You have the right to cancel each policy you hold through us. Please note that:

- cancellation of the car insurance policy will incur the administration charge detailed above. Cancellation of an optional policy extra will not.
- cancellation of the car insurance policy will result in automatic cancellation of all optional policy extras.

We may also be authorised by your insurer to cancel your policy in certain circumstances. For example:

- where there are serious grounds to do so (e.g. failure to provide requested documents, exceeding Policy Miles without top up, breach of the obligations placed upon you in the Unacceptable Driving Behaviour speed condition, where your car is being driven or used other than in accordance with your Certificate of Motor Insurance, following a fraud or deliberate or reckless misrepresentation or if you have withheld information, or following the removal of, or tampering with, the black box);
- non-payment of your insurance premium; or
- following a claim where your car is beyond economical repair.

This list is not exhaustive, and full details of the circumstances where we may be authorised to cancel your insurance policy are contained within the relevant Policy Document.

Please note that cancellation either by you or us will result in a proportionate insurance premium being charged by your insurer, in addition to any administration charge made by us. Please refer to the relevant Policy Document for details.

#### **11. What is the complaints process?**

We aim to provide a high level of service and we want you to tell us when we don't. We take all complaints we receive seriously and aim to resolve them promptly. We welcome your feedback and we will record and analyse your comments to make sure we continue to improve the service we offer.

If you need to make a complaint, please contact us:

Address: Complaints Officer, Tesco Bank Box Insurance, PO Box 1308, Newcastle upon Tyne NE12 2BF

Email: [complaints.service@boxins.tescobank.com](mailto:complaints.service@boxins.tescobank.com)

Telephone: 0330 022 2202

We will write to you with our final decision about your complaint. If you are not satisfied with this final decision, or have not received the final decision within eight weeks, you can contact the Financial Ombudsman Service. Information can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### **12. The Financial Services Compensation Scheme (FSCS)**

We are members of the FSCS. You might be entitled to compensation from the FSCS if we become unable to meet our obligations. Further information about the scheme can be obtained at [www.fscs.org.uk](http://www.fscs.org.uk)

Your insurers are also members of the FSCS. Please see their respective Policy Documents for details.

### 13. What law applies to this contract?

Unless we have agreed otherwise with you, these Terms and Conditions are governed by English Law and all communication shall be conducted in English. We may vary the terms of this contract at each renewal of your insurance. If you choose not to renew through Tesco Bank Box Insurance this contract will automatically terminate.

### 14. Your information and how we will use it

Please refer to the Privacy Notice which will explain how we use your information, what we collect, why we collect it and who we share it with.

**IMPORTANT:** By taking out a Tesco Bank Box Insurance policy, you will enter into two separate contracts.

The first contract is with us for arranging and administering your insurance policy on your behalf, and the terms and conditions of this first contract are included within this document.

The second contract will be between you and the insurer and this will be for the provision of your insurance. The insurer's terms and conditions are set out in the Private Car Policy Document, Statement of Fact, Schedule and Certificate of Motor Insurance. They will charge you a separate premium inclusive of Insurance Premium Tax as applicable. If you purchase any optional extras you will enter into further contracts with each insurer on the same basis as the second contract.