Inside you’ll find full details of your:

- Tesco Bank Car Insurance
- Optional Cover – Motor Legal Guard
# Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome to your Tesco Bank Car Insurance policy</td>
<td>1</td>
</tr>
<tr>
<td>Here are some quick and handy tips</td>
<td>2</td>
</tr>
<tr>
<td>Dealing with others on your behalf</td>
<td>4</td>
</tr>
<tr>
<td>Meanings of Words</td>
<td>4</td>
</tr>
<tr>
<td>Contract of insurance</td>
<td>6</td>
</tr>
<tr>
<td>Policy conditions</td>
<td>7</td>
</tr>
<tr>
<td>Your cover:</td>
<td></td>
</tr>
<tr>
<td>Section A – Damage to the car</td>
<td>13</td>
</tr>
<tr>
<td>Section B – Windscreen cover</td>
<td>14</td>
</tr>
<tr>
<td>Section C – Fire and theft</td>
<td>15</td>
</tr>
<tr>
<td>How we will settle your claim under sections A or C</td>
<td>16</td>
</tr>
<tr>
<td>Section D – Courtesy Car</td>
<td>17</td>
</tr>
<tr>
<td>Section E – Personal accident</td>
<td>18</td>
</tr>
<tr>
<td>Section F – Medical expenses</td>
<td>18</td>
</tr>
<tr>
<td>Section G – Personal belongings</td>
<td>19</td>
</tr>
<tr>
<td>Section H – Liabilities to third parties</td>
<td>19</td>
</tr>
<tr>
<td>Section I – Using your car abroad</td>
<td>21</td>
</tr>
<tr>
<td>Section J – No claim discount</td>
<td>22</td>
</tr>
<tr>
<td>Section K – No claim discount protection</td>
<td>22</td>
</tr>
<tr>
<td>Section L – In Car Entertainment Equipment</td>
<td>23</td>
</tr>
<tr>
<td>Section M – Motor Legal Protection (Tesco Legal Guard)</td>
<td>24</td>
</tr>
<tr>
<td>Section N – Additional Cover Features</td>
<td>29</td>
</tr>
<tr>
<td>Policy exclusions</td>
<td>31</td>
</tr>
<tr>
<td>Financial Services Compensation Scheme</td>
<td>33</td>
</tr>
<tr>
<td>What to do if you have a complaint</td>
<td>34</td>
</tr>
<tr>
<td>Optional Cover – Motor Legal Protection (Tesco Legal Guard)</td>
<td>35</td>
</tr>
</tbody>
</table>
Welcome to your Tesco Bank Car Insurance policy

Thank you for choosing Tesco Bank Car Insurance. Tesco Bank Car Insurance is arranged by Tesco Personal Finance plc (trading as Tesco Bank), acting on behalf of the insurers, or Lloyd’s syndicate, specified in your Schedule. 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 line highlighted on your Schedule. 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
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 and vehicle documents 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 motor cars. If you are allowed to drive other 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 Section M or Optional Cover – Motor Legal Protection, as these contain a table setting out the meaning of words used in these sections only.

<p>| Administrator | Tesco Personal Finance plc (trading as ‘Tesco Bank’) 2 South Gyle Crescent Edinburgh EH12 9FQ  Customer Services Line 0345 673 0000 (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm). |
| 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. |
| Endorsement | A clause that alters the standard cover provided by the policy. If any endorsements apply to your policy they will be shown on your policy Schedule. |
| Excess | The part of a claim you must pay. Sometimes more than one excess can apply, in which case we add them together. |</p>
<table>
<thead>
<tr>
<th><strong>Geographical limits</strong></th>
<th>Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the car is being transported between any of these places.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hazardous goods</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Insured incident</strong></td>
<td>An event that results in a valid claim under this policy.</td>
</tr>
<tr>
<td><strong>Market value</strong></td>
<td>The cost of replacing the car with one of similar age, type, specification, mileage and condition, immediately before the loss or damage happened.</td>
</tr>
<tr>
<td><strong>Partner</strong></td>
<td>Your husband, wife, civil partner or partner living at the same address as you and sharing financial responsibilities.</td>
</tr>
<tr>
<td><strong>Period of insurance</strong></td>
<td>The length of time that the contract of insurance applies for. This is shown in the Schedule.</td>
</tr>
<tr>
<td><strong>Schedule</strong></td>
<td>The latest Schedule we have issued to you. This forms part of the contract of insurance. It gives details of the period of insurance, the sections of the policy that apply, the premium you have to pay, the car which is insured and details of any excesses or endorsements.</td>
</tr>
<tr>
<td><strong>Statement of Fact</strong></td>
<td>The form that shows the information that you gave us, or was given to us on your behalf. This forms part of the contract of insurance.</td>
</tr>
<tr>
<td><strong>The car</strong></td>
<td>Any motor vehicle that you have given us details of and for which we have issued a Certificate of Motor Insurance. The car’s registration number will be shown on your latest Certificate of Motor Insurance. Accessories, including child seats and spare parts are included in the definition of the car when they are with the car or locked in your own garage.</td>
</tr>
<tr>
<td><strong>Van</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>We, our, us</strong></td>
<td>The authorised Insurer or Lloyd’s syndicate shown on the Schedule and the Certificate of Motor Insurance.</td>
</tr>
<tr>
<td><strong>You, your</strong></td>
<td>The person shown under ‘Policyholder details’ on the Schedule.</td>
</tr>
</tbody>
</table>
Contract of insurance

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

Apart from Section M and the Optional Cover – Motor Legal Protection, all of this policy is underwritten by the insurer that is named on both your Schedule and your Certificate of Motor Insurance. Section M and the Optional Cover – Motor Legal Protection are underwritten by AmTrust Europe 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 relevant 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 Section M are more extensive than the rest of your policy and are defined in the relevant meaning of words table.

Making a false statement or misrepresenting or withholding information from the administrator 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. 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 not correct your policy will be voided. 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 relevant 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**

The administrator, on our behalf, or we 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 fraud is suspected.
- 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 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 before **your** cover is required to start:

- **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 attended by you or the person authorised to use the car.

The car must be kept in good working order, 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.
4. How to claim under sections A to N excluding 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.

*How to claim for section M, Tesco Legal Guard, can be found on page 25.

5. Dealing with claims under sections A to N excluding 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.

**Dealing with claims for section M, Tesco Legal Guard, can be found on pages 24 to 28.

6. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, we will only pay our share of the claim.

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 false or exaggerated. If you, any person insured under this policy, or anyone acting for you makes, or attempts to make a fraudulent claim, we will cancel your policy from the date of the fraudulent act, reject the claim and any subsequent claims and retain any premiums paid (if paying by instalments), or refund any premium unused for the number of days left on your policy (if you paid in full). We will notify you if we do this.

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 voided (as if the policy never existed), 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.

9. Additional Payments

If, as a result of your actions, the law of any country requires us to make a payment that is outside of the cover provided by this policy then you will repay that sum to us upon request.

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.

If your policy does not renew automatically, you will need to contact the administrator to complete your renewal, and make payment, otherwise your policy will not be renewed.

If the administrator places your Tesco Bank Car Insurance with a different insurer, selected from the administrator’s range of insurance providers, from the renewal date of your existing policy, they will let you know within your renewal invitation.

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 for the car under this policy and we reserve the right to recover any costs we incur under this policy from you or the driver of the car. We also reserve the right to 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 31-32.)

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 16 for details of how we settle claims.

What is not covered

• Loss of or damage to the car caused by malicious damage or vandalism 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.

• Loss of or damage to the car caused by fire, by theft or by attempted theft.

• 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 and computer failures 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 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 to any audio, entertainment, phone, radar detection or satellite navigational equipment.

• Loss or damage to the car if, at the time of the incident, it was being driven or used without your permission by someone in your family or someone who is living with you.

• Deliberate damage to the car by anyone insured under your policy.

• 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.
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.

What is not covered

• 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 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.
• 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 16 for details of how we settle claims.

What is not covered

• Loss of or damage to the car 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 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 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.

• 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 by a person pretending to be a buyer or acting on behalf of a buyer.

• Loss or damage to the car if, at the time of the incident, it was being driven or used without your permission by someone in your family or someone who is living with you.

• Deliberate damage to the car by anyone insured under your policy.

• 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.

• 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.
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. Repairs made by our approved repairers are guaranteed for three years.

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.

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 there is any outstanding loan or leasing agreement on the car, we may pay the finance or leasing company first. If our estimate of the market value is more than the amount you owe the finance or leasing company, we will pay you the balance.

If our estimate of the market value is less than the amount you owe the finance company, you may have to pay them the balance. 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 28 days from the date you receive settlement to allow you to put a replacement car on the 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 loss or damage happens before the car is a year old; 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) free of charge, while the car is being repaired by one of our approved repairers following an accident or 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.

What is not covered
- 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.

What is not covered

• 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 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 motor car* not belonging to you and not hired to you under a hire-purchase agreement or leased to you under a leasing agreement, provided that:
  – your current Certificate of Motor Insurance allows you to do so; and
  – you have the owner’s permission to do so; and
  – you still have the car and it has not been damaged beyond economical repair nor been stolen and not recovered or declared as off the road using a Statutory Off Road Notification (SORN); and
  – the motor car* is registered within the geographical limits; and
  – you are not using the motor car* outside of the geographical limits; and
  – you are not insured under any other insurance to drive the motor car*; and
– there is a current and valid policy of insurance held for that motor car* in accordance with the Road Traffic Acts.

*Motor car includes vans not exceeding 3.5 tonnes GVW (Gross Vehicle Weight).

• 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;

• 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.

What is not covered

• 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.

• 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 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.

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.

<table>
<thead>
<tr>
<th>Current NCD</th>
<th>NCD at renewal after 1 claim in current year</th>
<th>NCD at renewal after 2 claims in current year</th>
<th>NCD at renewal after 3 claims in current year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2 Years</td>
<td>0 Years</td>
<td>0 Years</td>
<td>0 Years</td>
</tr>
<tr>
<td>3 Years</td>
<td>1 Year</td>
<td>0 Years</td>
<td>0 Years</td>
</tr>
<tr>
<td>4 Years</td>
<td>2 Years</td>
<td>0 Years</td>
<td>0 Years</td>
</tr>
<tr>
<td>5+ Years</td>
<td>3 Years</td>
<td>1 Years</td>
<td>0 Years</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Current NCD (with Protection)</th>
<th>NCD at Renewal after 1 claim in 3 year period</th>
<th>NCD at Renewal after 2 claims in 3 year period</th>
<th>NCD at Renewal after 3 claims in 3 year period</th>
<th>NCD at Renewal after 4 claims in 3 year period</th>
<th>NCD at Renewal after 5 claims in 3 year period</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 years</td>
<td>4 years</td>
<td>4 years</td>
<td>2 years</td>
<td>0 years</td>
<td>0 years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(protection lost)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5+ years</td>
<td>5+ years</td>
<td>5 years</td>
<td>3 years</td>
<td>1 years</td>
<td>0 years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(protection lost)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

What is not covered

• 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 a member of your immediate family, or a person living in your home.

• Loss of or damage to any radar detection equipment.
Section M – Motor Legal Protection
(Tesco Legal Guard)

Please note, if you have Motor Legal Protection shown in the ‘Additional Cover’ area at the bottom of your schedule, then please refer to the Motor Legal Protection policy at the back of this book.

This section of your policy 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.

Meaning of words

Throughout this Section M of the Policy Booklet certain words and phrases are printed in bold. These have the meanings set out below.

<table>
<thead>
<tr>
<th>Action</th>
<th>The pursuit of civil proceedings following a road traffic accident.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adviser</td>
<td>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.</td>
</tr>
<tr>
<td>Advisers’ costs</td>
<td>Legal fees and costs incurred by the adviser, that do not exceed the amount of damages you are claiming in the legal action. Third party's costs shall be covered if awarded against you.</td>
</tr>
<tr>
<td>Conditional fee agreement</td>
<td>An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.</td>
</tr>
<tr>
<td>Geographical limits</td>
<td>The United Kingdom, the European Union, the Channel Islands and the Isle of Man.</td>
</tr>
<tr>
<td>Insured incident</td>
<td>A road traffic accident involving the vehicle that takes place within the geographical limits which results in you suffering uninsured losses or personal injury or death.</td>
</tr>
<tr>
<td>Period of insurance</td>
<td>The length of time that the contract of insurance applies for. This is shown in your Schedule.</td>
</tr>
<tr>
<td>Road traffic accident</td>
<td>A traffic accident in the geographical limits involving the vehicle occurring during the period of insurance for which you are not at fault and for which another party is at fault.</td>
</tr>
<tr>
<td>Standard advisers’ costs</td>
<td>The level of advisers’ costs that would normally be incurred by underwriters in using a nominated adviser of our choice. If you nominate your own advisor, we will tell you what the standard advisers’ costs are that apply at that time.</td>
</tr>
<tr>
<td>Underwriters</td>
<td>AmTrust Europe Limited.</td>
</tr>
<tr>
<td>Vehicle</td>
<td>The motor vehicle covered by your Certificate of Motor Insurance including a caravan or trailer whilst attached to it.</td>
</tr>
<tr>
<td>We/us/our</td>
<td>Arc Legal Assistance Ltd or as otherwise notified to you by the administrator, acting with good reason (such as where they or the underwriters appoint another third party to administer this section M of your policy).</td>
</tr>
<tr>
<td>You/your</td>
<td>The policyholder named in the schedule to which this cover attaches. This is extended to include the authorised driver and passengers.</td>
</tr>
</tbody>
</table>
Who provides your cover

This section of your insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by AmTrust Europe Limited, on whose behalf we act.

The insurance 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 Section M of your 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**.

How to make a claim

Call the Claims helpline as shown in your Policy **Schedule**.

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 above.

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:

i) 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

iii) 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.

e) 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.

i) 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.
Cover

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 mis-representations 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.
i) 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.

Authorisation

We are authorised and regulated by the Financial Conduct Authority. Our registration number is 305958.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James’s Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

You can check this on the Financial Services Register by visiting the website www.fca.org.uk/firms/systems-reporting/register or by contacting the PRA on 0207 601 4878.

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 or 0207 741 4100.

European legal and UK tax helpline

Use the 24 hour advisory service for telephone advice on any private legal or taxation 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’.
Section N – Additional Cover Features

This section of cover only applies if section N 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 car that hits your car is not insured to drive that car, 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 car 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 N, 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 N, once valid receipts are provided to us for reimbursement.

What is not covered

We will not pay:

• the excess shown in the Schedule under Section N;
• 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

These policy exclusions apply to all sections of the policy except Section M.

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, with your permission, by anyone who you know 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.
   - 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 courier service or fast food delivery.
   - The car being used by you, someone insured under this policy or anyone using the car, to deliberately cause loss, damage, injury, death or liability.

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:
   - Ionising 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** 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.
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 0207 741 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 Insurers or Lloyd’s syndicate, 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](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect *your* legal rights.

**What to do if you have a complaint Online Dispute Resolution (ODR)**

**Online Dispute Resolution (ODR)**

If *you* purchased *your* policy with *us* online *you* may also be eligible to complain using the ODR service. Further information on ODR can be obtained at [http://ec.europa.eu/odr](http://ec.europa.eu/odr) or on the “Make a complaint” section of the Tesco Bank website. Please note that using the ODR service will not mean that *your* complaint is resolved more quickly than if *you* complain to *us* directly.
Optional Cover – Motor Legal Protection (Tesco Legal Guard)

This section only applies if you have Motor Legal Protection shown in the Additional Cover area at the bottom of your Motor Policy Schedule. If you have Section M shown in the Policy Details section of the Schedule, then please refer to the Motor Legal Protection wording on page 24 in the Motor Policy Book.

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.

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.

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 section of your 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action</td>
<td>The pursuit of civil proceedings following a <strong>road traffic accident</strong>.</td>
</tr>
</tbody>
</table>
| Administrator         | Tesco Personal Finance plc (trading as ‘Tesco Bank’)  
                        2 South Gyle Crescent  
                        Edinburgh  
                        EH12 9FQ  
                        Customer Services Line 0345 673 0000 (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).                                      |
| 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 **adviser**, that do not exceed the amount of damages **you** are claiming in the legal action. Third party’s costs shall be covered if awarded against **you**.                    |
| Car Insurance Policy  | The Tesco Bank **Car Insurance Policy** for which a **Schedule** has been issued that states **you** have a Motor Legal Protection (Tesco Legal Guard) **Policy**.                                      |
| Conditional fee agreement | An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees. |
| Geographical limits   | The United Kingdom, the European Union, the Channel Islands and the Isle of Man.                                                                                                                        |
| Insured incident      | A **road traffic accident** involving the **vehicle** that takes place within the **geographical limits** which results in **you** 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 **your Schedule**.                                                                                                         |
| Policy                | This Motor Legal Protection (Tesco Legal Guard) contract of insurance.                                                                                                                                     |
| Road traffic accident | A traffic accident in the **geographical limits** involving the **vehicle** occurring during the **period of insurance** for which **you** are not at fault and for which another party is at fault.            |
| Standard advisers’ costs | The level of **advisers’ costs** that would normally be incurred by **underwriters** in using a nominated **adviser** of **our** choice. If **you** nominate **your** own **advisor**, **we** will tell **you** what the **standard advisers’ costs** are that apply at that time. |
| Underwriters          | AmTrust Europe Limited.                                                                                                                                                                                    |
| Vehicle               | The motor **vehicle** covered by your **Certificate of Motor Insurance** including a caravan or trailer whilst attached to it.                                                                               |
| We/us/our             | Arc Legal Assistance Ltd or as otherwise notified to **you** by the **administrator**, acting with good reason (such as where they or the **underwriters** appoint another third party to administer this section of **your** policy). |
| You/your              | The policyholder named in the **Schedule** 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 39.

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:

i. 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

iii. 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.

i) 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.

i) 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-RLK-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:

Tel: 0800 023 4567 or 0300 123 9123 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**

**You** may cancel this **policy** at any time by contacting the **administrator**.

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, there is no entitlement to a refund, and if **you** pay by instalments, the remaining premium must be paid.

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.

If your policy is cancelled by the administrator or the insurer, there is no entitlement to a refund, and if you pay by instalments, the remaining premium must be paid.

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.
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.

Customer Services Line
0345 673 0000
Lines are open Mon-Fri 8am-9pm
Sat and Sun 9am-5pm

Claims
Please refer to your policy Schedule for contact details – the phone number will vary depending on which insurer underwrites your policy.

Tesco Glass Line
(for damage to windscreens and other window glass)
0345 677 8888
Lines are open 24 hours
Please note if you have chosen Value cover, Windscreen Cover (Section B of this policy) does not apply.
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.

We could help you save on other insurance

Home Insurance
0345 301 0940
Lines are open between 8am and 9pm Monday to Friday, 9am to 5pm on Saturdays and Sundays.

Pet Insurance
0345 078 3801
Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and Sundays.

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 arranged, administered and underwritten by Royal & Sun Alliance Insurance plc.

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.