

**TESCO**

# Car Insurance

# Policy Booklet

Inside you'll find full details  
of your Car Insurance

[tescobank.com](https://www.tescobank.com)

**TESCO** Bank | *Every little helps*

# Contents

Page

<b>Welcome to your Tesco Car Insurance policy</b>	1
<b>Handy phone numbers</b>	2
<b>Here are some quick and handy tips</b>	3
<b>Contract of insurance</b>	5
<b>Policy conditions</b>	6
<b>Meanings of Words</b>	11
<b>Your cover:</b>	
<b>Section A – Damage to the car</b>	13
<b>Section B – Windscreen cover</b>	14
<b>Section C – Fire and theft</b>	14
<b>How we will settle your claim under sections A or C</b>	15
<b>Section D – Courtesy Car</b>	17
<b>Section E – Personal accident</b>	18
<b>Section F – Medical expenses</b>	19
<b>Section G – Personal belongings</b>	19
<b>Section H – Liabilities to third parties</b>	19
<b>Section I – Using your car abroad</b>	21
<b>Section J – No claim discount</b>	22
<b>Section K – No claim discount protection</b>	22
<b>Section L – In Car Entertainment Equipment</b>	23
<b>Section M – Motor Legal Protection (Tesco Legal Guard)</b>	24
<b>Policy exclusions</b>	30
<b>Financial Services Compensation Scheme</b>	31
<b>Data Protection Notice</b>	32
<b>What to do if you have a complaint</b>	35

# Welcome to your Tesco Car Insurance policy

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

**You** must read this Policy Booklet along with **your Schedule** and **Statement of Fact**, as together they 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 both Standard and Value car insurance provided under Tesco Car Insurance. Depending on the type of cover **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**.

Throughout this policy some words are in **bold**. The meanings of these words are explained in the section headed Meanings of Words starting on page 11. These meanings do not apply to Section M, which contains a table setting out the meanings of words used in that section only. Please note that from page 30 onwards, a wider definition of “**we**”, “**us**” and “**our**” applies, as set out on pages 11-12.

## 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.

The new law will apply in England, Scotland and Wales. It will not apply in Northern Ireland, the Channel Islands and the Isle of Man.

You can check that the details held about **your** vehicle on the MID are correct by visiting [www.askmid.com](http://www.askmid.com)

## Handy phone numbers

If **you** have any questions or would like to make a change to **your** policy, please do not hesitate to call the Customer Services Line below. After all, they are there to help **you**.

Customer  
Services Line

**0845 673 0000**

Lines are open Monday to Friday 8am-9pm, Saturday 9am-5pm, Sunday 10am-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)

**0845 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.

Calls may be monitored and recorded for training purposes, to improve the quality of service, and to detect and prevent fraud.

# 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 if **you** need 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 or the 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 **you** 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 & 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 vehicles not belonging to, leased to, or hired to **you**. If **you** are allowed to drive other vehicles, **you** will only have cover for **your** liabilities to third parties. It does not provide cover for the vehicle **you** are driving (please refer to Section H of this policy booklet for more detail). 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**.

# 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**. Apart from Section M, all of this policy is underwritten by the insurer that is named on both **your Schedule** and **your Certificate of Motor Insurance**. Section M is underwritten by Ageas Insurance Limited. This Policy Booklet contains important information about what is covered and what is not covered under this policy. **Your Schedule** will show the details of **your** cover, including which sections of the policy apply and any **excesses** that apply if **you** make a claim.

In return for **you** paying or agreeing to pay the premium, the 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.

This contract of insurance is based on information given by **you**, or by someone acting on **your** behalf, to the **administrator** as set out in **your Statement of Fact**. 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**.

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 (and all premiums due to be paid being collected). 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 may be voided.

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 they give **you** the cover **you** want.

Thank you for choosing Tesco 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. **You** must then return **your Certificate of Motor Insurance** to the **administrator**, as it is an offence under the Road Traffic Act not to do so. If **you** received **your Certificate of Motor Insurance** electronically, **you** can surrender **your Certificate of Motor Insurance** by sending an email to the **administrator** to confirm this. If **you** call to cancel, the **administrator** will advise **you** how to do this when **you** contact them. 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 **you** have not made a claim where **the car** is written off (a ‘total loss claim’).

If a total loss 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. **You** must then return **your Certificate of Motor Insurance** to the **administrator**, as it is an offence under the Road Traffic Act not to do so. If **you** received **your Certificate of Motor Insurance** electronically, **you** can surrender **your Certificate of Motor Insurance** by sending an email to the **administrator** to confirm this. If **you** call to cancel, the **administrator** will advise **you** how to do this when **you** contact them.

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.

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 by sending **you** seven days notice to **your** last known address. **You** must then return **your Certificate of Motor Insurance** to the **administrator**, as it is an offence under the Road Traffic Act not to do so. If **you** received **your Certificate of Motor Insurance** electronically, **you** can surrender **your Certificate of Motor Insurance** by sending an email to the **administrator** to confirm this. If **you** want to surrender **your Certificate of Motor Insurance** this way, please contact the **administrator** who will advise **you** how to do this.

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.

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.

\*This does not apply to cancellations in the 'cooling off period' unless the incident giving rise to a claim results in a total loss.

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

**You** must tell the **administrator** about any change that could affect this policy. Please remember that if **you** do not tell the **administrator** about changes, **we** may refuse to pay any claim under this policy or only pay part of a claim. This may also 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 (and all premiums due to be paid being collected).

If **you** do not tell the **administrator** about any changes to the information detailed on **your Statement of Fact, Schedule or Certificate of Motor Insurance** 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 (and all premiums due to be paid being collected). Some examples of the changes **you** must tell **us** about are as follows:

- **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- There is any change of drivers.
- Anyone who drives **the car** gets a motoring conviction (including fixed penalty offences) or is convicted of a criminal offence.
- Anyone who drives **the car** develops a health condition, which requires notification to the DVLA.
- **You** change the purpose **the car** is used for.
- Anyone who drives **the car** changes job, starts a new job, including any part-time work, or stops work.
- **The car** is changed from the manufacturer's original specification. This includes aftermarket modifications or manufacturers options fitted to **the car** which changes its value, performance, appearance or attractiveness to thieves. 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** change **your** address or the address where **you** keep **the car**.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- The details in the **Schedule** change.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- There is a change to **your** estimated annual mileage.
- Anyone who drives **the car** has insurance refused, cancelled or had special terms put on.
- There is a change of main user of **the car**.
- **You** or any other driver covered by **your** policy cease to be a permanent UK resident.

In addition, **you** must tell the **administrator** if any information on the **Statement of Fact** changes.

### 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** by **you** or the person authorised to use **the car**.)

**The car** must be kept in good working order. **We** may examine **the car** at any time.

### 4. How to claim under sections A to L\*

Call the 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**.

**You** can also submit claims through the **administrator's** iPhone app. Please see the terms of use for the app, which is available from the iPhone app store.

### 5. Dealing with claims under sections A to L\*\*

**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.

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

\*\*Dealing with claims for section M, Tesco Legal Guard, can be found on pages 25 to 27.

## 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** upon which this contract is based on is complete and correct as far as **you** know.

## 8. Fraud

**We** will not pay any claim which is in any part fraudulent or exaggerated, or if **you**, or anyone acting for **you**, uses fraudulent means to get benefits under this policy.

If a fraudulent claim has been made or there has been fraudulent activity to secure 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 (and all premiums due to be paid being collected). **We** may also notify the relevant authorities, so that they may consider criminal proceedings.

## 9. Compulsory insurance

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

## 10. Automatic Renewal

When **your** policy is due for renewal, the **administrator** may offer to renew it for **you** automatically. This saves **you** the worry of remembering to renew before the policy ends. If the **administrator** does offer to do this for **you**, they will write to **you** before **your** policy ends with full details of **your** next year's premium and any change in terms. If **you** do not want to renew the policy, all **you** need to do is call the Customer Services Line to let the **administrator** know.

## 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 illegally due to excess levels of alcohol or the use of drugs, then there will be no cover for **the car** and **we** reserve the right to recover all sums paid to any third parties from **you** or the driver of **the car**. **We** reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings.

# Meanings of Words

Certain words in this policy are printed in **bold**. These words have particular meanings which are shown below.

<b>Administrator</b>	<p>Tesco Personal Finance plc (trading as “Tesco Bank”) Interpoint Building 22 Haymarket Yards Edinburgh EH12 5BH</p> <p>Customer Services Line 0845 673 0000 (Lines are open Monday to Friday 8am-9pm, Saturday 9am-5pm, Sunday 10am-5pm)</p>
<b>Certificate of Motor Insurance</b>	<p>The proof of the motor insurance <b>you</b> need by law. The <b>Certificate of Motor Insurance</b> shows:</p> <ul style="list-style-type: none"><li>• what car is covered;</li><li>• who is allowed to drive <b>the car</b>; and</li><li>• what <b>the car</b> can be used for.</li></ul> <p>If <b>your Certificate of Motor Insurance</b> allows driving by any driver, please refer to <b>your Schedule</b> for any restrictions that may apply.</p>
<b>Dangerous Goods</b>	<p><b>Dangerous goods</b> as defined in the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009.</p>
<b>Endorsement</b>	<p>A clause that alters the standard cover provided by the policy.</p>
<b>Excess</b>	<p>The part of a claim <b>you</b> must pay. Sometimes more than one <b>excess</b> can apply, in which case <b>we</b> add them together.</p>
<b>Geographical limits</b>	<p>Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while <b>the car</b> is being transported between any of these places.</p>
<b>Market value</b>	<p>The cost of replacing <b>the car</b> with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.</p>
<b>Partner</b>	<p><b>Your</b> husband, wife, civil partner, or <b>partner</b> living at the same address as <b>you</b> and sharing financial responsibilities</p>
<b>Period of insurance</b>	<p>The length of time that the contract of insurance applies for. This is shown in the <b>Schedule</b>.</p>
<b>Schedule</b>	<p>The latest <b>Schedule we</b> have issued to <b>you</b>. This forms part of the contract of insurance. It gives details of the <b>period of insurance</b>, the sections of the policy that apply, the premium <b>you</b> have to pay, <b>the car</b> which is insured and details of any <b>excesses</b> or <b>endorsements</b>.</p>
<b>Statement of Fact</b>	<p>The form that shows the information that <b>you</b> gave <b>us</b>, or was given to <b>us</b> on <b>your</b> behalf. This forms part of the contract of insurance.</p>
<b>Terrorism</b>	<p><b>Terrorism</b> as defined in the Terrorism Act 2000.</p>
<b>The car</b>	<p>Any motor vehicle that <b>you</b> have given <b>us</b> details of and for which <b>we</b> have issued a <b>Certificate of Motor Insurance</b>. <b>The car's</b> registration number will be shown on <b>your</b> latest <b>Certificate of Motor Insurance</b>. Accessories, including child seats and spare parts are included in the definition of <b>the car</b> when they are with <b>the car</b> or locked in <b>your</b> own garage.</p>

<b>Van</b>	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 <b>your</b> vehicle is a <b>van</b> , all references in the policy to <b>the</b> or <b>your car</b> also mean <b>your van</b> , unless <b>we</b> specifically state otherwise.
<b>We, our, us</b>	The authorised Insurer or Lloyd's syndicate shown on the <b>Schedule</b> and the <b>Certificate of Motor Insurance</b> .
<b>You, your</b>	The person or company shown under 'Policyholder details' or 'Insured details' on the <b>Schedule</b> .

## Your cover\*

(\* to be read in conjunction with the policy exclusions on page 30.)

### 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 15 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 it 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 of or damage to **the car** caused by a member of **your** immediate family, or a person living in **your** home, taking **the car** without **your** permission.
- Loss or damage to **the car** caused by an inappropriate type or grade of fuel being used.

## Section B – Windscreen cover

(this section does not apply to Value policies provided by Tesco Car Insurance)

### What is covered

If the windscreen or any window glass in **the car** is chipped or broken during the **period of insurance we** will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

If **you** phone Tesco Glass Line on **0845 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.

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.

## 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 15 for details of how **we** settle claims.

## What is not covered

- Loss of or damage to **the car** when no-one is in it 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 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 of or damage to **the car** caused by a member of **your** immediate family, or a person living in **your** home, taking **the car** without **your** permission.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss from taking **the car** and returning it to its 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.

## 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 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 incident, even if there is no apparent damage.

## 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.

If the condition of **the car** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it.

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 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**. **You** must return **your Certificate of Motor Insurance** to the **administrator**. It is an offence under the Road Traffic Act not to return the **Certificate of Motor Insurance**. If **you** received **your Certificate of Motor Insurance** electronically, **you** can surrender **your Certificate of Motor Insurance** by sending an email to the **administrator** to confirm this. If **you** call to cancel, the **administrator** will advise **you** how to do this when **you** contact them.

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 **you** or **we** declare **your** insurance contract fulfilled following **your** car being written off or declared a total loss, **we** will not refund any premium, and 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** are its first and only registered keeper; and
- **you** have owned **the car** (or it has been hired to **you** under a hire-purchase 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** ask **us** to, **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:

- **we** can buy a car straight away within the **geographical limits**; and
- **we** have permission from the hire-purchase company (if this is how **you** bought **the car** and **you** have not finished paying for it).

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

## What is not covered

- The **excesses** shown in the **Schedule** under Section A (Damage to **your** car), Section B (Broken windscreen and window glass) or Section C (Fire and theft) in respect of claims relating to the courtesy car.
- Loss of use of **the car**.
- Claims under Section B – Windscreen cover.
- A courtesy car will not be provided if **your** vehicle is written off or declared a total loss.
- A courtesy car will not be provided if the vehicle being repaired is a **van**.

## 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 cause of the death or injury is an accident involving a car and the death or loss happens within three months of the accident.

This cover also applies to any passenger who is getting into, travelling in or getting out of **the car** (as long as there is a passenger seat for that person).

### What is not covered

- Death or injury caused by suicide or attempted suicide.
- Death of or injury to any person convicted of driving while under the influence of drink or 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

(this section does not apply to Value policies provided by Tesco Car Insurance)

### What is covered

**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 wear and tear and loss of value.

### 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; 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.
- **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 amount **we** have not agreed to in writing.
- 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 **dangerous 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 and any amount over £250,000 for claimant's costs and expenses for any one claim or series of claims.
- Any amount over £20 million, exclusive of costs and expenses, 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.
- Any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.

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 liberties arising from the use of a motor vehicle.

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 Eire 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

### What is covered

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include a discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, the discount will be reduced in accordance with **our** step back scale (a copy is available on request). **You** may also have to pay a higher **excess**.

**Your** no claim discount will not be affected if the only claims made are for a broken windscreen or window glass under section B of this policy (**your** policy **Schedule** shows if **you** have this cover).

## Section K – No claim discount protection

### What is covered

**You** will not lose any of **your** no claim discount as long as:

- no more than two claims are made in any period of three years; and
- **you** have paid any extra premium **we** ask for in exchange for providing this cover.

After a second claim is made in any three-year period, this policy section will no longer apply and if any further claims are made **your** no claim discount will be reduced in accordance with **our** discount scale (a copy is available on request).

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 or **excess** if any claims are made.

## Section L – In Car Entertainment Equipment

(this section does not apply to Value policies provided by Tesco Car Insurance)

### 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)

## 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.

<b>Geographical limits</b>	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any country which is a member of the European Union.
<b>Insured incident</b>	A road traffic accident involving the <b>motor vehicle</b> that takes place within the <b>geographical limits</b> which results in <b>you</b> suffering: <ul style="list-style-type: none"><li>• personal injury or death and/or;</li><li>• personal losses</li></ul>
<b>Legal costs and expenses</b>	Fees and costs <b>we</b> or the <b>solicitor</b> incur and the costs of any civil proceedings incurred by an opponent for which <b>you</b> are liable by order of the court or by agreement with <b>us</b> .
<b>Limit of cover</b>	The maximum amount <b>we</b> will pay for each <b>insured incident</b> or series of <b>insured incidents</b> which are linked.
<b>Motor vehicle</b>	Any <b>motor vehicle</b> detailed in the <b>Certificate of Motor Insurance</b> relating to the motor insurance policy set out in main part of this Policy Booklet. The motor vehicle's registration number will be shown on <b>your</b> latest <b>Certificate of Motor Insurance</b> .
<b>Period of insurance</b>	The length of time that the contract of insurance applies for. This is shown in <b>your Schedule</b> .
<b>Solicitor</b>	The <b>solicitor</b> or firm of <b>solicitors</b> or other appropriately qualified person appointed to act for <b>you</b> .
<b>We, our, us</b>	Ageas Insurance Limited.
<b>You, your</b>	<ul style="list-style-type: none"><li>• the policyholder named in the <b>Schedule</b>.</li><li>• any authorised driver or passengers in the <b>motor vehicle</b> at the time of a road traffic accident.</li></ul>

## Introduction

Motor Legal Protection (referred to as Tesco Legal Guard from now on) covers **you** and **your** passengers following a road traffic accident where someone else is to blame.

Tesco Legal Guard provides up to £100,000 of legal insurance cover, if **you** or **your** passengers need to pursue a legal claim in the event of a personal injury and/or loss where someone else is to blame.

Tesco Legal Guard will ensure **you** receive the right level of legal and personal support.

Tesco Legal Guard will provide **you** and **your** passengers with the following benefits:

- access to a Tesco Legal Guard specialist personal injury **solicitor**
- a 'like-for-like' replacement vehicle if **your** vehicle is off the road following an accident that was not **your** fault and where **you** have a valid claim against somebody else (subject to the replacement vehicle provider's normal terms and conditions)
- access to a confidential legal helpline for most personal legal matters

## What to do if you need to make a claim

Call the Claims Helpline as shown on **your** Policy Schedule – open 24 hours a day, 365 days a year.

If, following a road traffic accident where someone else is to blame, **you** or **your** passengers are injured, suffer personal losses or require a replacement vehicle, Tesco Legal Guard will provide access to a specialist **solicitor**, and/or replacement vehicle provider.

Once **you** have notified **us** of **your** claim, **you** will be provided with a dedicated claims handler to provide expert advice. **Your** claim will be dealt with quickly, professionally and with the sympathy **you** would expect during what can often be a stressful and difficult time.

If **you** are involved in a road traffic accident, please remember to obtain as many details as possible, including the name and address of anyone who may have witnessed the accident.

## Legal Helpline **0845 164 0807**

The Legal Helpline is open Monday to Friday, 8am to 8pm.

Tesco Legal Guard provides a confidential legal helpline should **you** need advice on personal legal matters including:

- personal injury and/or losses
- employment disputes
- contractual disputes
- matrimonial issues
- property issues
- wills and probate

## Claims administration

All claims reported under Tesco Legal Guard will be administered by: B4 Claims Limited, who are part of B4 Group™ Limited. Registered Office: 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

## Terms and Conditions

### 1. Keeping to the terms of this Section M

We will only pay claims if **you** have met all the terms of this section as far as they apply.

### 2. Notices

Any notices or communication **we** send to **you** about any claims under this section of the policy may be sent to the address of **your solicitor** and where that happens, the notice or communication will be deemed to have been received by **you**. Any notices or communication **you** or **your** representatives send to **us** should be sent to Tesco Legal Guard, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

### 3. Claims notification

If **you** wish to claim under this section of the policy **you** must do so within 180 days of the **insured incident** providing a truthful report of the **insured incident**, the details of any witnesses and documentary or other evidence available.

### 4. Prospects of success

We will only provide cover where **your** claim or any appeal **you** are pursuing or defending is more likely than not to be successful. If **you** are seeking damages or compensation, it must also be more likely than not that any Judgment obtained will be enforced.

We reserve the right to pay **you** an amount equal to **our** reasonable estimate of the value of the claim instead of starting or continuing legal proceedings.

### 5. Representation

- i. In certain circumstances as set out in 5 iii) below **you** may choose a **solicitor**. In all other cases no such right exists and **we** shall choose the **solicitor**.
- ii. Where **you** wish to exercise **your** right to choose, **you** should write to **us** with **your** nominated representative's name and address. **Your** chosen **solicitor** must agree to act under **our** standard terms of business and cooperate with **us** at all times. If **we** disagree over the appointment of a **solicitor** then **we** will agree for another suitably qualified person to decide the matter.
- iii. If **we** agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, **you** may choose a suitably qualified **solicitor**.
- iv. If the **solicitor** refuses, with good reason, to continue acting for **you**, **you** dismiss the **solicitor** without good reason, or **you** withdraw from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **solicitor**.
- v. During the course of the relationship with **our** panel of service providers, **we** may, for particular types of claim, receive a fee from the **solicitor** to whom the claim is sent. This fee (if it does apply), is a separate arrangement between **us** and the **solicitor** and will never compromise **you** or any claim that **you** make under this policy.

## 6. Claims procedure

If **your** claim is for personal losses only and does not exceed the small claims court limit **we** may attempt to negotiate a settlement with **your** prior consent.

This section of the policy does not provide cover for representation at court for claims which do not exceed the small claims court limit. **We** may however provide such representation if **we** think it is appropriate.

**You** shall co-operate with **us** and the **solicitor** at all times and shall keep **us** informed of any developments relating to **your** claim.

**We** shall have direct access to the **solicitor** at all times. **You** agree that the **solicitor** shall provide **us** with any information **we** require in respect of **your** claim.

**You** must get **our** written permission before **you**:

- Instruct counsel to appear before a court or tribunal before which a **solicitor** has a right of audience
- Instruct a Queen's Counsel
- Incur unusual expert's fees or disbursements
- Appeal against any judgement.

Neither **you** nor **your solicitor** should make an agreement, undertaking or promise to each other or to any witness which may affect any **legal costs and expenses**.

If **we** request **you** to do so **you** will instruct **your solicitor** to have its **legal costs and expenses** assessed by the court.

## 7. Offers to settle

**You** or **your solicitor** must inform **us** immediately in writing of any offer or payment into court made in an attempt to settle **your** claim.

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 **we** shall not be liable for further **legal costs and expenses** 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.

**We** reserve the right at any time of **your** claim to obtain counsel's opinion on any aspect of **your** claim. If counsel's opinion is that **your** claim is less likely than not to be successful or it is less likely than not that **you** will recover more than an offer or payment into court **we** have the right to withdraw cover.

## 8. Withdrawing from the claim

If, without good reason, **you** withdraw from a claim without **our** prior agreement **you** will be responsible for all of the **legal costs and expenses** incurred in the claim including any **legal costs and expenses** **we** have already paid or those **we** are obliged to pay as a result of **you** withdrawing from the claim.

## 9. Recovery

**You** must take reasonable steps to recover in **your** name and for **our** benefit all damages and **legal costs and expenses** that **we** have to pay. All such damages and **legal costs and expenses** that are recovered must be paid to **us**.

## 10. Arbitration

If **you** and **we** are unable to agree on any aspect of claim handling at **your** written request a legal representative shall be jointly appointed to adjudicate on the dispute. If **you** and **we** are unable to agree on the appointment of a legal representative one shall be appointed by the President of the relevant Law Society as the case may be.

The decision of the legal representative shall be binding on **you** and **us** and all costs incurred in resolving the dispute shall be paid by the person against whom the decision was made.

## Claims for compensation

### What is covered?

**We** will pay the costs of pursuing a civil claim for compensation following an **insured incident** that directly results in **you** suffering:

- personal injury or death and/or;
- personal losses.

The **insured incident** must have taken place within the **period of insurance** and within the **geographical limits**.

The **limit of cover** of this section is £100,000.

**We** will pay the cost of an appeal provided that **we** are notified in writing by **you** or the **solicitor** of the intention to appeal no later than six working days before the time for making the appeal expires and that there are reasonable prospects of the appeal succeeding.

**We** will pay for costs incurred in attempting to enforce a judgement obtained in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands against a defendant who is resident elsewhere.

## What is not covered:

**Legal costs and expenses you** incur without **our** agreement.

Claims arising from **your** deliberate or criminal act.

Legal costs, expenses, fines or other penalties **you** are ordered to pay by a criminal court.

Incidents involving a **motor vehicle** owned or driven by **you** where:

- **you** or the driver, driving with **your** authority, did not hold a valid driving licence
- the **motor vehicle** was not covered by a valid test certificate unless it is not a legal requirement to have one
- the **motor vehicle** was not in a roadworthy condition
- the **motor vehicle** was being used in a rally, race, competition or trial of any kind.

Claims arising from clinical negligence, malpractice or allegations thereof.

Any injury or illness which develops gradually and is not caused by a specific or sudden event.

Any avoidable correspondence or **legal costs and expenses** beyond those for which approval has been granted.

Any incident or matter arising before the start of the **period of insurance**.

**We** shall not be liable for **legal costs and expenses** incurred for pursuing a claim following an incident that occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands under the jurisdiction of any court other than in those places.

Any interim disbursements or fees.

# 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.
- **The car** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
- **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**.

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.

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**.

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, except under section G.
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.

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

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](http://www.fscs.org.uk) or by calling **0800 678 1100** or **0207 741 4100**.

## Data protection notice

This notice contains important information about the use of **your** personal information. Please make sure that **you** read this notice carefully. In this notice **we** and **us** and **our** means Tesco Personal Finance plc (Trading as Tesco Bank), as well as the Insurers named in **your** current **Schedule**, and any holding companies, subsidiaries or linked companies. 'Personal information' means any information given to **us** about **you**, by **you** or anyone else in connection with the particular service or product that **we** are providing to **you**.

By taking out Tesco Car Insurance, **you** confirm that **we** may use **your** personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under **your** policy, **you** should also show this notice to anyone else whose personal information **you** give to **us** and ensure that **you** have their consent to provide their personal data, including sensitive personal data, where necessary, in connection with **your** insurance policy.

**Your** privacy is very important to **us**. **We** promise to respect and protect **your** personal information and try to make sure that **your** details are accurate and kept up to date. **You** should let **us** know whenever **your** personal details change.

### How we use your personal information

**We** will use personal information which has been given to **us** to manage **your** insurance policy and other Tesco Bank products, including handling underwriting and claims and issuing policy renewal documents to **you**. These activities may involve **us** releasing personal information to other Insurers, regulatory authorities or agents providing services to **us** or on **our** behalf. Some of these agents may be based outside the EEA but **we** will make provision for **your** personal information to be protected whilst being transferred to and processed in these countries.

**We** may use **your** personal information and the information about **your** use of **our** products and services to carry out research and analysis about **our** products and services, as well as to service **your** needs in connection with **your** policy. **We** may use e-mail, telephone, post or other means to do this.

To assess **your** insurance application and the terms on which cover may be offered, and to process claims and maintain **your** policy during the **period of insurance** and at renewal **we** may obtain information about **you**, all drivers named on **your** policy and any person who may be paying **your** premiums, from credit reference agencies, fraud prevention agencies and databases. **We** may also check **your** and any other drivers credit status, identity, driving licence and claims history from other sources, including the DVLA and the Claims and Underwriting Exchange (CUE). The agencies will record **our** enquiries. A record of the credit search will be left on the credit file at the Credit Reference Agency. It will be visible to other lenders when they carry out future credit checks and may be used as part of their decision-making process when assessing credit applications.

## Marketing purposes

If **you** would like to change **your** marketing preference please call the Customer Services Line shown on **your** policy documents. **You** may contact **us** at anytime to give notice to stop data being used for marketing purposes.

**We** may release **your** personal information to others:

1. If **we** need to do this to manage **your** policy with **us** (as set out on the previous page)
2. In connection with any research or analysis that **we** are carrying out (set out on the previous page)
3. Where **we** need to do so in order to prevent fraud (as mentioned below)
4. If **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority)
5. In other circumstances where **you** have given **your** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

## Monitoring and recording calls

**We** may monitor or record telephone calls to improve **our** service and to detect and prevent fraud.

## Sharing information to prevent fraud

**We** may share information which **we** hold and which has been supplied to **us** in connection with any application for insurance that **you** have made or any insurance policy which **you** have with **us** (including the renewal of any policy which **you** have with **us**) with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd) and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help **us** check information that is given to **us** and to prevent fraudulent claims. When **we** process **your** request for insurance cover, process any claims and maintain **your** policy during the **period of insurance**, **we** may search these registers. Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft), whether or not **you** think it is likely to give rise to a claim.

When **you** tell **us** about an incident, **we** will pass information relating to that incident to these registers.

## Motor Insurance Database

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 certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)

IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), the insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police. **You** can find out more about the MID at [www.mib.org.uk](http://www.mib.org.uk) and you can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## Dealing with others on your behalf

To help **you** to manage **your** insurance policy, **we** will deal with **you** and/or any other person whom **you** have nominated and **we** have accepted to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy and answer **our** security questions.

## Sensitive information

Some of the personal information that **we** ask **you** to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only use sensitive personal data about **you** for the specific purposes for dealing with **your** policy and to provide the services described in **your** policy documents.

## Further information

**You** are entitled to receive a copy of the information **we** hold about **you**. If **you** would like a copy of **your** information held by an Insurer listed in **your** **Schedule**, please contact the Data Protection Officer at the relevant address shown on **your** **Schedule**. If **you** would like a copy of **your** information held by Tesco Bank, please contact the Data Protection Officer for Tesco Bank at the following address:

Freepost RSJB-RYLK-JKUX  
Tesco Bank Data Protection Officer  
PO Box 277  
Newcastle Upon Tyne  
NE12 2BU

In all cases please give **your** name, address and (if **you** have one) **your** insurance policy number.

**You** may be charged a small administration fee. Details will be provided at the date of request.

# 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 Lloyds 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 Car Insurance policy, **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 **0845 673 0000**; 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 letter or **you** have not received a final response letter within 8 weeks, **you** should 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  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

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

## Notes

# Notes

# Tesco Car Insurance phone numbers

<b>Customer Services Line</b>	<b>0845 673 0000</b>	Lines are open Monday to Friday 8am to 9pm, Saturday 9am to 5pm, Sunday 10am to 5pm.
<b>Claims</b>		Claims – Please refer to your policy Schedule for contact details – the phone number will vary depending on which insurer underwrites your policy
<b>Tesco Glass Line</b> (for damage to windscreens and other window glass)	<b>0845 677 8888</b>	Lines are open 24 hours. Please note if you have chosen Value cover, Windscreen Cover (Section B of this policy) does not apply.

## We could help you save on other insurance too

<b>Home Insurance</b>	<b>0845 301 0940</b>	Lines are open between 8am and 9pm Monday to Friday, 9am to 5pm on Saturdays and Sundays.
<b>Pet Insurance</b>	<b>0845 078 3801</b>	Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
<b>Travel Insurance</b>	<b>0845 293 9474</b>	Lines are open between 8am and 8pm Monday to Friday, 9am to 4pm on Saturdays and 10am to 5pm on Sundays.
<b>Life Insurance</b>	<b>0845 300 7140</b>	Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 4pm on Sundays.
	<b>tescobank.com</b>	

Tesco 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.

Tesco Travel Insurance is provided by Ageas Insurance Ltd and DAS Legal Expenses Insurance Company Ltd for Legal Expenses cover. The Financial Failure cover is provided by International Passenger Protection Ltd and is underwritten by a consortium of insurers comprising Europaische, Groupama, Novae and Sagicor.

Tesco Bank Life Insurance is provided by Aviva Life and Pensions UK Limited.

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

For your protection, telephone calls will be recorded and may be monitored.

Tesco Car 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 Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We may monitor and record calls for training purposes to improve the quality of our service and to detect and prevent fraud.

 **Please recycle me**