



Credit Card

Payment Protection Insurance

Life, Accident, Sickness and Unemployment

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Introduction

Important information about this insurance policy and you:

This policy is provided by Cardif Pinnacle and in certain situations helps protect your ability to maintain your financial commitments to your Tesco Credit Card in the event of accident, sickness, unemployment or death. Please note that although we have given you general information on this Payment Protection product we have not given you any advice on, or personally recommended this product to you.

It is important that you take the time to read this documentation to decide whether the product is suitable for your own needs.

This policy provides you with everything you need to know about your cover and contains all the contractual terms and conditions of your Tesco Payment Protection Insurance, including the exclusions.

Before you choose to buy Tesco Payment Protection Insurance, please make sure that you:

- are eligible for this policy. To be eligible for cover you must:
 - be aged 18 years or over but less than 65 years of age (cover will stop when you reach age 65);
 - be in full-time employment or self-employed, working at least 16 hours per week;
 - work and live in the United Kingdom, the Channel Islands or the Isle of Man; and
 - be named as the principal cardholder under your card agreement;
- understand what this policy does and does not cover.

After you have bought the cover please keep this policy document safe so that you:

- have a record of your terms of cover;
- understand how changes in your job might affect eligibility under this cover;
- inform Cardif Pinnacle of any changes to your circumstances as they may affect your ability to claim under this policy; and
- understand the conditions for making a claim.

You should review this policy regularly to ensure that the policy continues to be suitable for your needs.

We have tried to make this document as easy as possible to understand and in the following sections we have included what we believe are the typical questions our customers ask, followed by a summary of your cover and the full terms and conditions of your cover.

Your questions answered

What am I covered for?

Subject to the policy terms and conditions, Tesco Payment Protection Insurance can provide cover if you are unable to work for more than 14 consecutive days due to accident, sickness or unemployment.

If you make an eligible claim, this policy will pay a sum equal to 10% of your outstanding card balance on a monthly basis from the date of your claim incident subject to the terms and conditions of this policy, for a maximum of 12 months per claim. In the event of your death then the insurance is designed to pay off your outstanding credit card balance at the date of your death less any amount over your credit limit.

Am I eligible for cover?

To be eligible for cover you must:

- be 18 years or over but less than 65 years of age;
- be in full-time employment or self-employed, working at least 16 hours per week;
- work and live in the United Kingdom, the Channel Islands or the Isle of Man;
- be named as the principal cardholder under your card agreement.

What am I not covered for?

As with all insurance policies there are exclusions and limitations, a full list of which is contained in the policy document. Key exclusions include:

- self inflicted injuries;
- elective surgery;
- being under the influence of alcohol or drugs;
- unemployment within 30 days of the insurance start date;
- resignation or voluntary unemployment;
- seasonal or temporary work; or
- voluntarily cease to trade (self-employed).

How do I pay my premium?

This will be calculated monthly and added to your outstanding Tesco credit card balance as at the date of your statement and will be treated as if it were a purchase transaction. This means that where interest is due on the transaction it will be charged on the premium at your applicable purchase rate.

What do I do if my circumstances change?

You should contact us on 0844 543 1036, we will check whether you are still eligible for the cover and we will update your insurance policy. A letter confirming the updates will be sent to you once your details have been updated.

How do I claim?

If you (or your personal representative for a life claim) need to make a claim, please contact us on 0844 543 1037. You will be sent a claim form to complete and send back to us.

To make a claim for accident or sickness you will need to:

- provide evidence about your condition from your doctor which certifies that you are unfit for work; and
- provide proof from your employer that you are not working.

To make a claim for unemployment you will need to:

- register with the Department for Work and Pensions Jobcentre Plus; and
- provide evidence that you are no longer working from your former employer.
- In addition, if you are self-employed you need to provide proof from either your accountant, bank or tax office that you have ceased trading.

Full details are provided in Section 8 of this policy document.

Is there a waiting period before I can claim?

You must be off work due to accident, sickness or unemployment for at least 14 days before you can submit a claim. Your benefit will be backdated to the first day you were registered as unemployed or unable to work by a doctor.

How much benefit will I be paid if I claim?

Each month you are unable to work, we will pay 10% of the balance that was outstanding on your Tesco Credit Card on the date of the incident leading to your claim subject to the policy terms and conditions. So if your outstanding balance is £1250, your benefit will be £125 per month.

Payments made by us will be sent directly into your Tesco Credit Card account to reduce your outstanding balance.

How long can I claim for?

You can claim for a maximum of 12 months, or until you return to work, whichever happens sooner.

Is stress excluded?

Stress and stress related conditions are not excluded under your Tesco Payment Protection Insurance. You must continue to satisfy other policy conditions but there is no specific exclusion for stress. It is treated just as any other condition is.

If I have a pre-existing condition is it excluded?

Pre-existing conditions are not excluded under your Tesco Payment Protection Insurance although you must satisfy the other policy terms to be able to claim.

Is there a minimum period I have to sign up for?

Tesco Payment Protection Insurance is renewed each month as you pay the premium. You can cancel cover at any point by contacting us on 0844 543 1036.

If you cancel your cover within 30 days of the insurance start date you will be entitled to a refund of any premiums paid up to that point (as long as you have not made a claim).

If you cancel outside this period you will not be entitled to a refund of past premium.

TESCO PAYMENT PROTECTION INSURANCE LIFE, ACCIDENT, SICKNESS AND UNEMPLOYMENT

This policy summary does not contain the full terms and conditions of your insurance - please refer to the attached policy for full terms and conditions.

Who is the insurer?

The insurer of this policy is Pinnacle Insurance plc. Cardif Pinnacle is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

What is Life, Accident, Sickness and Unemployment Insurance Cover?

Life, accident, sickness and unemployment cover is designed to assist you in meeting monthly credit card repayments on your Tesco Credit Card in the event of accident, sickness or unemployment. Subject to its terms and conditions, your monthly benefit will be 10% of the outstanding balance on amounts owed on your Tesco Credit Card on the date of the incident leading to your claim if you are unable to work because of accident, sickness or unemployment. In the event of your death, it will repay your outstanding credit card balance less any amount over your agreed credit limit.

Who is eligible for cover?

To be eligible for this cover, you must:

- be aged 18 years or over but less than 65 years of age (cover will stop when you reach age 65);
- work (for at least 16 hours a week) and live in the United Kingdom, the Channel Islands or the Isle of Man;
- be named as the principal cardholder under your agreement, have applied for cover and agreed to pay the appropriate monthly premium; and
- have been in full-time employment or self-employed immediately prior to the start date.

In addition to the eligibility requirements above, we have used the information supplied by you in your application for this policy in making our decision to offer you cover under this policy.

You must continue to meet the conditions in the 1st, 2nd and 3rd bullet points above to remain eligible for the levels of cover that apply to you. If your circumstances change as described in Section 1.3 “ Changing Circumstances” of your policy document, you no longer have an agreement or meet the conditions in the 1st, 2nd and 3rd bullet points above, you should contact us straight away to discuss your options.

You are responsible for ensuring that this policy is suitable for your needs and you should review your policy regularly to ensure that it remains suitable for your needs.

If you are self-employed:

You should pay particular attention to the definitions of “ self-employment” and “ ceased trading” in the policy document. This is to ensure that you meet the requirements and understand the circumstances for making an unemployment claim and the evidence you would need to provide.

In order to make a successful unemployment claim, you will need to provide us with:

- confirmation from your accountant that you had involuntarily ceased to trade and your business has insufficient assets to meet its debts and liabilities; and
- evidence that you have submitted your final closing accounts for your business to HMRC; and either
- evidence that your business has been put in the hands of an insolvency practitioner; or
- evidence that your business is or being dissolved and final closing accounts have been prepared or are being prepared and submitted to HMRC.

To make an accident or sickness claim you must not be actively involved in your business in any way during this time, or be receiving any form of payment. See Section 3.5 of your policy document.

If you work under a fixed-term contract:

You should pay particular attention to the definition of “ fixed-term contract” and Section 5.7 of your policy document. This is to ensure you understand the situations in which you would be entitled to make an unemployment claim and the criteria you would need to meet if your contract was either terminated early or not renewed.

What are the main features, benefits, exclusions and limitations of this policy?

The following tables summarise the cover provided under this policy. For the full terms and conditions, please refer to the relevant Sections of the policy document.

TABLE 1 Life Cover

Features and Benefits	Significant Exclusions or Limitations	Policy Reference
In the event of your death during the insured period we will pay to Tesco Bank a sum equal to the outstanding credit card balance at the date of your death, less any amount over your agreed credit limit.		Section 2

TABLE 2 Accident and Sickness Cover

Features and Benefits	Significant Exclusions or Limitations	Policy Reference
<p>If you are unable to work as a result of an accident or sickness for 14 consecutive days then subject to the policy terms and conditions, we will pay 1/30th of the monthly benefit for each of the first 14 days you are unfit for work.</p> <p>Thereafter, 1/30th of the monthly benefit for each continuous day you remain unfit for work.</p> <p>The benefit will be paid monthly in arrears to Tesco Bank for the credit of your credit card.</p>	<p>We will pay a maximum of 12 monthly benefits per claim.</p> <p>Benefits will not be payable if claim arises as a result of:</p> <ul style="list-style-type: none"> • a self-inflicted injury, drugs or alcohol abuse; • war; or • cosmetic surgery. 	<p>Sections 3 and 4</p>

TABLE 3 Unemployment Cover

Features and Benefits	Significant Exclusions or Limitations	Policy Reference
<p>If you are unemployed for 14 consecutive days or more, then subject to the policy terms and conditions, we will pay 1/30th of the monthly benefit for each of the first 14 days of your unemployment.</p> <p>Thereafter, 1/30th of the monthly benefit for each continuous day you remain unemployed.</p> <p><u>Carer cover</u></p> <p>We will consider a claim for unemployment if you become a carer and receive Carer’s Allowance from the Department for Work and Pensions Jobcentre Plus.</p> <p>If you live and work in the Channel Islands or the Isle of Man, in respect of any Sections which refer to Department for Work and Pensions Jobcentre Plus, the local equivalent shall apply.</p> <p>The benefit will be paid monthly in arrears to Tesco Bank for the credit of your credit card.</p>	<p>We will pay a maximum of 12 monthly benefits per claim.</p> <p>We will not pay any unemployment benefit if:</p> <ul style="list-style-type: none"> • unemployment follows any announcement or action by your employer prior to the start date in relation to the department or division of the business in which you work, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced working hours or mandatory reduction in salary; • you are made unemployed or are told that you will be made unemployed (orally or in writing), within 30 days of the start date; • you resign or you accept voluntary unemployment; or • unemployment results from any condition excluded under the accident and sickness exclusions set out in Section 4 of your policy; <p>In the case of an unemployment claim you must satisfy the definition of unemployment set out in Section 18 of the policy.</p> <p>You must be registered as unemployed with the Department for Work and Pensions Jobcentre Plus and be actively seeking work.</p> <p><u>Self-employed</u></p> <p>If you are self-employed you must have involuntarily ceased trading as a result of your business having insufficient assets to meet its debts and liabilities and:</p> <ul style="list-style-type: none"> • final closing accounts for your business must have been prepared and submitted to HM Revenue & Customs (HMRC); or • your business must have been placed in the hands of an insolvency practitioner; or • if your business is a partnership, it must have been or be in the process of being dissolved and final closing accounts must have been prepared or be in the process of being prepared and submitted to HMRC. <p><u>Carer cover</u></p> <p>We will not pay benefits under this policy for a carer cover claim if at the start date:</p> <ul style="list-style-type: none"> • your immediate family member was in receipt of any disability benefit for his/her condition as described by the Department of Work and Pensions Jobcentre Plus (or equivalent government department in the Channel Islands or Isle of Man); or • you were in receipt of Carer’s Allowance as described by the Department of Work and Pensions Jobcentre Plus (or equivalent government department in the Channel Islands or Isle of Man). 	<p>Sections 5 and 6</p>

TABLE 4 Important Information

	Policy Reference
<p><u>CLAIMS</u></p> <p>Please contact: Claims Department Cardif Pinnacle Pinnacle House A1 Barnet Way Borehamwood Hertfordshire WD6 2XX Telephone: 0844 543 1037</p> <p>To download a claim form please visit: www.support.cardifpinnacle.com</p>	<p>Sections 7, 8 and 9</p>
<p><u>PREMIUMS</u></p> <p>The premium rate applicable to your cover may change during the time you have this policy. This may be because of changes to our expected future costs.</p> <p>We will only change your premium rate for this reason where there is a change to the specific factors we have set out in this policy, and that change results in our expected future costs being higher or lower than assumed when the premium rate was set. This may include changes to our expected future claims costs due to changes in economic conditions such as unemployment rates.</p> <p>We will review your premium rate at least annually and you will be given at least 30 days' written notice of any alteration to the premium rates under this policy unless the change is due to legislative, tax or regulatory requirements.</p> <p>We may review your premium rate more frequently than annually if it becomes necessary due to significant changes in any of the specific factors referred to in Section 10.</p> <p>Except where your premium rate is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive changes will be 180 days.</p> <p>As a result of the premium rate review, your monthly premium may go up, stay the same or go down, and there is no limit to the amount of any change.</p> <p>If a review results in an increase to your premium rate and you do not wish to pay the increase you can cancel your policy with immediate effect by either telephoning us or writing to us.</p>	<p>Section 10</p>
<p><u>TERMS AND CONDITIONS</u></p> <p>We may vary or waive the terms and conditions of this policy. This may be to:</p> <ul style="list-style-type: none"> • vary the cover provided under this policy because of changes to our expected future costs. We will only change your terms and conditions for this reason where there is a change to the specific factors we have set out in Section 10 of your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in economic conditions such as unemployment rates; • improve your cover; • comply with any applicable laws or regulations; • reflect any changes to taxation; or • correct any typographical or formatting errors that may occur. <p>You will be given at least 30 days' written notice of any alteration (including detailed advice about what has changed and how it may impact you) to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements.</p> <p>Except where the terms and conditions of cover under this policy are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.</p> <p>Such changes may have the effect of increasing or reducing the cover previously provided under this policy. If you do not wish to continue your cover you can cancel your policy with immediate effect by either telephoning us or writing to us.</p>	<p>Section 11</p>
<p><u>PERIOD OF INSURANCE</u></p> <p>This policy renews each month and each monthly premium covers you for one month.</p> <p>All cover under this policy will end when you reach the age of 65 or retire, the date you die, the date you no longer have your Tesco Credit Card agreement, the date you do not pay the monthly premium when due or the date you or we cancel the policy, whichever is the earliest.</p>	<p>Section 12</p>

TABLE 4 **Important Information** \Continued.....

	Policy Reference
<p><u>YOUR RIGHT TO CANCEL THE POLICY</u> The policy is optional. If you decide that you no longer need the policy, you can cancel it at any time. If you cancel the policy within 30 days of receiving the policy documents you will receive a full refund of any premium you have paid, provided you have not made a claim. If you have made a claim or you cancel your cover after this period, no refund of past premiums will be payable.</p> <p>To cancel please contact: Customer Services Department Tesco Payment Protection Insurance Cardiff Pinnacle PO Box 752 Borehamwood Hertfordshire WD6 9HZ Telephone: 0844 543 1036</p>	Section 13
<p><u>OUR RIGHT TO CANCEL</u> We may cancel your insurance cover immediately where there is evidence of dishonesty or exaggerated behaviour by you (or by someone acting on your behalf) or where you have misrepresented or when asked failed to disclose something at the time of application which would have caused us to decline you for cover. We may cancel your insurance cover by giving not less than 90 days' written notice. We will only do this in the circumstances set out in Section 14 of your policy.</p>	Section 14
<p><u>COMPENSATION</u> We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk</p>	Section 16
<p><u>COMPLAINTS</u> If you have a problem with the service you receive, you can write to: Customer Relations Manager Tesco Payment Protection Insurance Cardiff Pinnacle PO Box 752 Borehamwood Hertfordshire WD6 9HZ.</p> <p>Alternatively, you can telephone us on 0844 543 1036. If we cannot resolve your complaint to your satisfaction you may be entitled to complain to the Financial Ombudsman Service. Full details of the complaints procedure are contained within Section 17 of the policy document.</p>	Section 17

TESCO PAYMENT PROTECTION INSURANCE

LIFE, ACCIDENT, SICKNESS AND UNEMPLOYMENT

This **policy** provides credit card payment protection insurance in the event of **your** death, **accident**, **sickness** or **unemployment** providing **you** meet the eligibility criteria set out in Section 1 and have paid the **monthly premium** when due. This **policy** provides **you** with everything **you** need to know about **your** cover and contains all terms and conditions of **your** cover including the exclusions and limitations. Please make sure that **you**:

- are eligible for the insurance cover;
- know what this insurance does and does not cover;
- understand how changes in **your** employment may affect **your** eligibility to claim; and
- understand the terms and conditions for making a claim.

This **policy** uses words and phrases that have specific meanings. **You** will find these explained in Section 18 “Definitions”.

CONTACT DETAILS

As there may be times when **you** need to get in touch, **we** have put the contact details in this section so they’re easy to find.

General Enquiry

If **you** need to speak to **us** regarding a general enquiry please call:

0844 543 1036

Claim

If **you** need to speak to **us** regarding a claim please call:

0844 543 1037

Lines are open Monday to Friday, 8:30am to 6pm (excluding bank holidays)

If **you** need to write to **us**, **you** should address **your** letter to the relevant department and send it to the address below:

For general enquiries:	Customer Services Department Tesco Payment Protection Insurance Cardif Pinnacle, PO Box 752, Borehamwood, Hertfordshire WD6 9HZ
To make a complaint:	Customer Relations Manager Tesco Payment Protection Insurance Cardif Pinnacle, PO Box 752, Borehamwood, Hertfordshire WD6 9HZ
For claims:	Claims Department Cardif Pinnacle Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

You can also download a claim form and track **your** claim online at: www.support.cardifpinnacle.com

1. ELIGIBILITY

1.1. To be eligible for this cover, **you** must:

- 1.1.1. be aged 18 years or over but less than 65 years of age (cover will stop when you reach age 65);
- 1.1.2. work (for at least 16 hours a week) and live in the United Kingdom, the Channel Islands or the Isle of Man. **You** will also be eligible for continued cover if **you** worked and lived in the United Kingdom, the Channel Islands or the Isle of Man and **you** are subsequently posted to work outside the United Kingdom, the Channel Islands or the Isle of Man for:
 - 1.1.2.1. the British Armed Forces or as a civil servant at a British Embassy or Consulate; or
 - 1.1.2.2. **your** employer which is a United Kingdom registered company and **you** are assigned to work within the European Union; and
- 1.1.3. be named as the principal cardholder under **your agreement**, have applied for cover and agreed to pay the appropriate **monthly premium**; and
- 1.1.4. have been in **full-time employment** or **self-employed** immediately prior to the **start date**.

You must continue to meet the conditions 1.1.1, 1.1.2 and 1.1.3 above to remain eligible for the levels of cover that apply to **you**. If **your** circumstances change as described in Section 1.3 “Changing Circumstances”, **you** no longer have an **agreement** or meet the conditions 1.1.1, 1.1.2 and 1.1.3 above, **you** should contact **us** straight away to discuss **your** options.

Self-employed and Fixed-term Contract Workers

If **you** are **self-employed** or work on a **fixed-term contract**, **you** should read this **policy** carefully to make sure it is suitable for **your** needs. **You** should pay particular attention to the definitions of “**self-employed**” and “**ceased trading**”, Section 5 “**Unemployment Benefit**” and Section 8 “**Claims**”. If **you** have any doubts about **your** continued eligibility for this cover, please telephone us on 0844 543 1036.

If **you** are **self-employed** and wish to claim **unemployment benefit** **you** will need to provide satisfactory evidence that **you**:

- have involuntarily **ceased trading**;
- are registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state); and
- fulfil the definition of **unemployed**.

1.2. Additional Cardholders

Where there is an additional cardholder, only the principal cardholder will be eligible for insurance under this **policy**. A claim cannot be considered for additional cardholders.

1.3. Changing Circumstances

It is **your** responsibility to ensure this **policy** continues to meet **your** requirements. Should **your** employment circumstances change whilst this **policy** is in force, **your** cover may be affected and may need to be cancelled. This would include when, for example:

- **you** permanently retire;
- **you** voluntarily reduce **your** hours of work to less than 16 hours per week; or
- **you** change **your** employment e.g. **your** work becomes temporary.

If any of these happen or are likely to happen to **you** or if **you** have any questions **you** should contact us to discuss. Tell us if **you** move abroad so that we can update **you** on the implications for **your** insurance cover.

2. LIFE BENEFIT

In the event of **your** death after the **start date** and before the **end date**, we will pay to **Tesco Bank** a sum equal to the **outstanding credit card balance** at the date of **your** death, less any amount over **your** agreed credit limit.

3. ACCIDENT AND SICKNESS BENEFIT

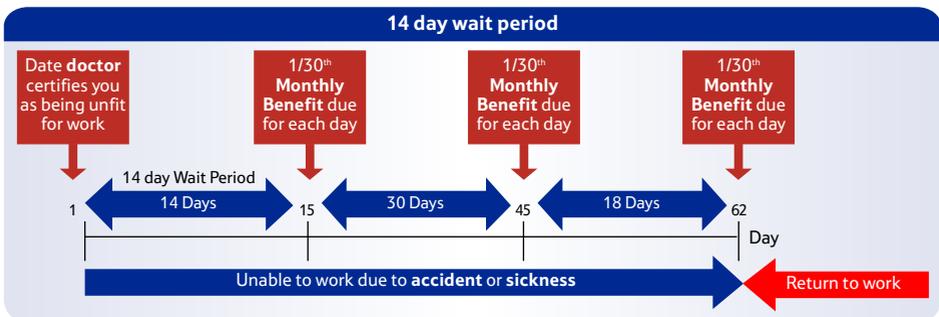
3.1. If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from working for 14 consecutive days or more, we will pay:

3.1.1. 1/30th of the **monthly benefit** for each of the first 14 days **you** are unfit for work; and

3.1.2. thereafter, 1/30th of the **monthly benefit** for each continuous day **you** remain unfit for work.

Any **monthly benefit** will be paid monthly in arrears to **Tesco Bank** for the credit of amounts owed on **your** Tesco credit card account provided **you** meet the terms and conditions of this **policy**.

Example claims



The diagram above illustrates how a claim would be assessed if **you** were unable to work due to an **accident** or **sickness**. On completion of the 14 day wait period a benefit payment is made equal to 1/30th of the **monthly benefit** for each of these 14 days. Subsequent benefits accrue at the rate of 1/30th of the **monthly benefit** for each subsequent day of **accident** or **sickness**. Example: If **you** have an **outstanding credit card balance** of £1,500.00 on the date of **your** claim, **you** would receive payments as follows:

- the first payment to cover the first 14 days is 14/30th of £150.00 (the **monthly benefit** is 10% of the **outstanding credit card balance**) = £70.00;

- the second payment is for a complete month = £150.00;
- the third and final payment in this example is for the remaining 18 days, **you** can claim up to and including the day before **you** return to work, which is $18/30^{\text{th}}$ of £150.00 = £90.00.

In total, **you** have been unable to work for 62 days and received total payments of £310.00 which has been made directly to **your** Tesco credit card account.

During any claim period **we** will continue to collect premium for **your** cover unless **you** give **us** notice that **you** wish to cancel **your** cover. Cancellation of **your** cover will not affect any valid claims occurring prior to the date of cancellation (see Section 12).

- 3.2. To receive the **monthly benefit you** must:
 - 3.2.1. have been in **full-time employment, self-employment or fixed-term contract** work when **your accident** occurs or **sickness** begins;
 - 3.2.2. have been certified by **your doctor** as unfit for work;
 - 3.2.3. be prevented from working only as a result of the **accident or sickness**;
 - 3.2.4. not be receiving the **monthly benefit for unemployment** for the same period; and
 - 3.2.5. give **us** any evidence listed in Section 8.2 **we** ask for in order to prove **your accident or sickness** claim is valid and continues to be so.
- 3.3. When paying **your claim we** will consider the first day of **accident or sickness** to be the day a **doctor** certifies that **you** are unfit for work.
- 3.4. **We** will continue to pay the **monthly benefit** until the earliest of the following occurs:
 - 3.4.1. **we** have paid 12 **monthly benefit** payments in respect of a single **accident or sickness** claim;
 - 3.4.2. **you** return to **full-time employment, self-employment or fixed-term contract** work;
 - 3.4.3. **you** fail to give **us** any evidence listed in Section 8.2 **we** ask for in order to prove **your accident or sickness** claim is valid and continues to be so; or
 - 3.4.4. the **end date**.
- 3.5. **Can you work whilst you are claiming?**
 - 3.5.1. If **you** are in **full-time employment or fixed-term contract** work - if **you** make a valid claim and **your doctor** confirms that because of **your** condition **you** must return to work gradually over a period of time, **we** will continue to pay **your monthly benefit** at the same rate until **you** return to working at least 16 hours per week, or **your doctor** confirms **your accident or sickness** no longer prevents **you** from working at least 16 hours per week, subject to the terms and conditions of this **policy**.
 - 3.5.2. If **you** have made an **accident or sickness** claim and then find alternative part-time work for less than 16 hours per week **you** will still be able to claim for **accident and sickness** benefit provided that **you** are in receipt of Employment and Support Allowance.
 - 3.5.3. If **you** are **self-employed** - **you** must not do any work including helping, managing or carrying on any part of the running of a business whilst **you** are claiming and **you** must not be receiving any form of payment whilst **you** are claiming.
- 3.6. Future Claims (where 12 monthly benefits have been paid)
 - 3.6.1. If **we** have paid **you** the maximum number of 12 **monthly benefits** for **your** previous claim:
 - 3.6.1.1. **you can make a new claim** once **you** have returned to **full-time employment, self-employment or fixed-term contract** work for at least thirty consecutive days if the reason for claiming is as a result of a new cause. **We** will treat this claim as a new claim and **you** will be able to claim up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between;
 - 3.6.1.2. **you can make a new claim** once **you** have returned to **full-time employment, self-employment or fixed-term contract** work for at least six consecutive months if the reason for claiming is as a result of the same cause. **We** will treat this claim as a new claim and **you** will be able to claim up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between.
 - 3.6.2. If **we** have not paid **you** the maximum number of 12 **monthly benefits** for **your** previous claim:
 - 3.6.2.1. **you can continue your previous claim** if **your** condition reoccurs and **you** have returned to **full-time employment, self-employment or fixed-term contract** work for less than three consecutive months. **We** will treat this claim as a continuation of the previous claim and the total benefits paid across the two claims will be up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between;
 - 3.6.2.2. **you can make a new claim for a related condition** once **you** have returned to **full-time employment, self-employment or fixed-term contract** work for at least three consecutive months. **We** will treat this claim as a new claim and **you** will be able to claim up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between;
 - 3.6.2.3. **you can make a new claim for an unrelated condition** once **you** have returned to **full-time employment, self-employment or fixed-term contract** work for at least thirty consecutive days. **We** will treat this claim as a new claim and **you** will be able to claim up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between.

Statutory maternity or paternity leave can form part or all of the periods in Section 3.6 above.

4. ACCIDENT AND SICKNESS EXCLUSIONS

We will not pay any **accident** and **sickness** benefit if **your accident** or **sickness** results from or as a consequence of the following:

- 4.1. a self-inflicted injury;
- 4.2. civil unrest, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not);
- 4.3. being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the treatment of drug addiction or alcohol dependency);
- 4.4. any surgical procedure taken at **your** own request, which is not medically necessary to sustain **your** quality of life, or cosmetic surgery unless directly attributable to physical injury, disease or **sickness**.

5. UNEMPLOYMENT BENEFIT

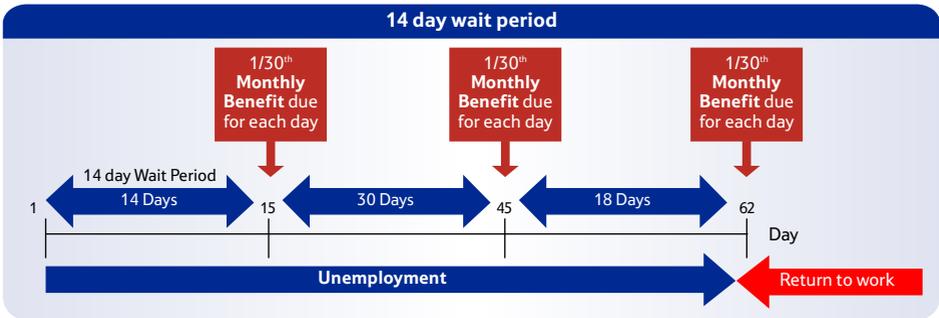
5.1. If after the **start date** and before the **end date** you are made **unemployed** and remain continuously **unemployed** for 14 consecutive days or more, then **we** will pay:

- 5.1.1. $1/30^{\text{th}}$ of the **monthly benefit** for each of the first 14 days of **your unemployment**; and
- 5.1.2. thereafter, $1/30^{\text{th}}$ of the **monthly benefit** for each continuous day you remain **unemployed**.

Any **monthly benefit** will be paid monthly in arrears to **Tesco Bank** for the credit of amounts owed on **your** Tesco credit card account provided **you** meet the terms and conditions of this **policy**.

5.2. When paying **your** claim, **we** will consider **your** first day of **unemployment** to be the day **you** are first registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state). **You** will not be considered to be **unemployed** for days for which **you** receive payment in lieu of notice.

Example claims



The diagram above illustrates how a claim would be assessed if **you** were **unemployed**. On completion of the 14 day wait period a benefit payment is made equal to $1/30^{\text{th}}$ of the **monthly benefit** for each of these 14 days. Subsequent benefits accrue at the rate of $1/30^{\text{th}}$ of the **monthly benefit** for each subsequent day of **unemployment**.

Example: If **you** have an **outstanding credit card balance** of £1,500.00 on the date of **your** claim, **you** would receive payments as follows:

- the first payment to cover the first 14 days is $14/30^{\text{th}}$ of £150.00 (the **monthly benefit** is 10% of the **outstanding credit card balance**) = £70.00;
- the second payment is for a complete month = £150.00;
- the third and final payment in this example is for the remaining 18 days, **you** can claim up to and including the day before **you** return to work, which is $18/30^{\text{th}}$ of £150.00 = £90.00.

In total, **you** have been unable to work for 62 days and received total payments of £310.00 which has been made directly to **your** Tesco credit card account.

During any claim period **we** will continue to collect premium for **your** cover unless **you** give **us** notice that **you** wish to cancel **your** cover. Cancellation of **your** cover will not affect any **monthly benefits** in relation to claims occurring prior to the date of cancellation (see Section 12).

5.3. To receive the **monthly benefit** **you** must:

- 5.3.1. have been in **full-time employment** or **self-employment** immediately prior to the **start date**;
- 5.3.2. satisfy the definition of **unemployed** set out in Section 18 (and if **you** were **self-employed**, **you** must have **ceased trading**);
- 5.3.3. not be receiving the **monthly benefit** for **accident** or **sickness** for the same period; and
- 5.3.4. give **us** any evidence listed in Section 8.3 **we** ask for in order to prove **your unemployment** claim is valid and continues to be so.

- 5.4. **We will continue to pay the **monthly benefit** until the earliest of the following occurs:**
- 5.4.1. **we** have paid 12 **monthly benefit** payments in respect of a single **unemployment** claim;
 - 5.4.2. **you** return to **full-time employment** or **self-employment**;
 - 5.4.3. **you** fail to satisfy the definition of **unemployed** set out in Section 18;
 - 5.4.4. **you** fail to give **us** any evidence listed in Section 8.3 **we** ask for in order to prove **your unemployment** claim is valid and continues to be so; or
 - 5.4.5. the **end date**.
- 5.5. **Carer Cover**
- 5.5.1. if **you** are **unemployed** as a result of **you** becoming a carer, **we** will assess an **unemployment** claim if **you** can provide evidence as listed in Section 8.3 that **you** are:
 - 5.5.1.1. required to care for a member of **your immediate family**; and
 - 5.5.1.2. in receipt of Carer' s Allowance from the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state);
 - 5.5.2. **we** will not pay benefits under this **policy** for a carer cover claim if at the **start date**.
 - 5.5.2.1. **your immediate family** member was in receipt of any disability benefit for his/her condition as described by the Department of Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state); or
 - 5.5.2.2. **you** were in receipt of Carer' s Allowance as described by the Department of Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state).
- 5.6. **Future Claims (where 12 monthly benefits have been paid)**
- 5.6.1. If **we** have paid **you** the maximum number of 12 **monthly benefits** for **your** previous claim:
 - 5.6.1.1. **you can make a new claim** once **you** have returned to **full-time employment** or **self-employment** for at least six consecutive months. **We** will treat this claim as a new claim and **you** will be able to claim up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between.
 - 5.6.2. If **we** have not paid **you** the maximum number of 12 **monthly benefits** for **your** previous claim:
 - 5.6.2.1. **you can make a new claim** once **you** have returned to **full-time employment** or **self-employment** for at least three consecutive months. **We** will treat this claim as a new claim and **you** will be able to claim up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between;
 - 5.6.2.2. **you can continue your previous claim** if **you** have returned to **full-time employment** or **self-employment** for less than three consecutive months. **We** will treat this claim as a continuation of the previous claim and the total benefits paid across the two claims will be up to the maximum number of 12 **monthly benefits**, but no benefit will be payable for the time in between.
- Statutory maternity or paternity leave can form part or all of the periods in this Section 5.6 above.
- 5.7. **Fixed-term Contract Workers** - if **you** work on a **fixed-term contract** and **your** contract is not renewed **you** will only be entitled to claim for **unemployment** cover if immediately prior to **your** claim, **you** meet one of the following criteria:
- 5.7.1. **you** have been on a contract with the same employer for at least 12 months;
 - 5.7.2. **you** were originally employed on a permanent basis but were transferred to a **fixed-term contract** by the same employer without a break in employment; or
 - 5.7.3. **you** have been with the same employer and are under a contract which is not regularly renewable but is individually negotiated, and which has:
 - 5.7.3.1. been in force for at least 6 months;
 - 5.7.3.2. been renewed at least twice; and
 - 5.7.3.3. **your** contract was terminated before it was due to naturally expire.
- If **you** meet the criteria outlined in Section 5.7 above, **we** will pay **your** claim up to the period the original contract was due to expire subject to the remaining **policy** terms to claim **unemployment** benefit being satisfied.
- 5.8. **Temporary Work During a Claim**
- 5.8.1. An **unemployment** claim may be suspended for a period of temporary work provided:
 - 5.8.1.1. **you** notify **us** before **your** temporary work starts; and
 - 5.8.1.2. **your** temporary work lasts for at least one week and no longer than 12 months, whether as one contract or a series of contracts.
- Once **your** temporary work has ended, **we** will continue to pay **your** claim as a continuation of **your** earlier claim up to a maximum of 12 **monthly benefits** payments in total, subject to the terms and conditions of this **policy**.
- 5.8.2. If **you** are in temporary work with the same employer for 12 months or more and **you** are made **unemployed**, **we** will pay **unemployment** benefit as set out in Section 5.1, subject to the terms and conditions of this **policy**.

5.8.3. If **you** have an **unemployment** claim but **you** do not submit **your** claim because **you** take temporary work, **you** may submit **your** claim once the temporary work has ended. **We** will then assess **your** claim, subject to the terms and conditions of this **policy**, as if **you** had submitted it following **your** initial **unemployment**.

5.9. Multiple Employment

If **you** are in **full-time employment** with more than one employer and **you** are made **unemployed** from one or more of **your** jobs, **you** will be able to claim for **unemployment** benefit if **you** are no longer working 16 hours a week or more in total and **you** meet criteria 2 and 3 of the definition of **unemployed**, subject to the terms and conditions of this **policy**.

6. UNEMPLOYMENT EXCLUSIONS

We will not pay any **unemployment** benefit if:

- 6.1. **unemployment** follows any announcement or action by **your** employer prior to the **start date** in relation to the department or division of the business in which **you** work, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced working hours or mandatory reduction in salary;
- 6.2. **you** are made **unemployed** or are told that **you** will be made **unemployed** (orally or in writing), within 30 days of the **start date**;
- 6.3. **your** work was seasonal, casual or temporary other than as set out in Section 5.8 above or **unemployment** is a regular feature of **your** work;
- 6.4. **you** finish the job **you** were specifically employed to do, or **you** come to the expected end of a **fixed-term contract** unless **you** satisfy one of the conditions set out in Section 5.7 above;
- 6.5. **you** resign or **you** accept voluntary **unemployment**;
- 6.6. **you** lose **your** job because of misconduct, fraud, dishonesty or as a result of **your** own acts or omissions;
- 6.7. **you** have received or are entitled to receive payment in lieu of notice;
- 6.8. **you** do not actively seek re-employment; or
- 6.9. the **unemployment** results from any condition excluded under the **accident** and **sickness** exclusions set out in Section 4.

7. TRANSFER OF BENEFIT CLAIMS

You can transfer between an **accident** and **sickness** claim and an **unemployment** claim (or vice versa) without interruption (i.e. no additional wait period will be applied), subject to a maximum of 12 **monthly benefits** being paid in total. All other terms of this **policy** will still apply and both claims must be valid.

8. CLAIMS

8.1. **You** (or **your** personal representative for a life claim) should request a claim form by telephoning 0844 543 1037 or contacting **us** at:

Claims Department
Cardif Pinnacle
Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX

Online Claims

You may also make **your** claim online. To download a claim form, please visit www.support.cardifpinnacle.com

The fully completed claim form should be returned to **us** together with any supporting evidence listed in this Section 8 as soon as possible, but no later than 90 days after **your** claim first arises. All the relevant sections should be completed to avoid a delay in receiving benefits.

Continuing Claim Forms - to confirm **your** ongoing eligibility for benefit, **we** will ask **you** to fill in a continuing claim form each month. **You** must send this to **us** as soon as possible, but no later than 90 days of the date **we** last paid **your** **monthly benefit**.

Completion and postage of the claim form or the continuing claim form will be at **your** expense.

If any documents requested are not received in line with the requirements of this Section 8, **our** claims assessment process will be delayed which may prevent **us** paying **your** claim.

If the name of any document changes e.g. " P45" or " Fit Note" , **we** will require **you** to send **us** the document which takes its place.

We will only ask for information relevant to **your** claim. If **you** are unable to supply any evidence listed in this Section that **we** require, then **we** may ask **you** for alternative evidence to support **your** claim.

8.2. Accident & sickness cover claims

8.2.1. To be able to process **your** claim quickly **we** will always request that **you** send **us** a fully completed claim form along with:

8.2.1.1. Fit Notes supplied to **you** by **your doctor** or **consultant**; and

- 8.2.1.2. evidence from **your** employer confirming **your** absence from work due to **accident** or **sickness**. If this is not available **we** may require a copy of **your** contract of employment, P60 and/or wage slips;
- 8.2.2. To enable **us** to assess how long **you** will be unable to work for, **we** may also (at **our** expense) throughout the duration of the claim contact:
 - 8.2.2.1. **your** employer;
 - 8.2.2.2. a qualified medical professional; and/or
 - 8.2.2.3. **you** or **your** authorised representative.

When making an **accident** or **sickness** claim **you** may need to have a medical examination at **our** expense. If **you** refuse or the appointment is not kept, **we** will be unable to validate and pay **your** claim.

8.2.3. **If you are self-employed** - **we** will require **you** to provide all the information described above however, as **we** are unable to request evidence from an employer to support **your** claim, **we** will require **you** to provide the following alternative information at **your** expense:

8.2.3.1. **we** will require copies of business and/or personal bank statements showing business transactions for the 2 months prior to the date last worked (and throughout the duration of the claim if **we** request this) along with sales invoices for the same period; and

8.2.3.2. **we** may also contact **your** accountant, HMRC, qualified medical professional, **you** or **your** authorised representative throughout the claim.

We will consider the first day of **your** claim to be the day a **doctor** certifies that **you** are unfit for work due to **accident** or **sickness**.

If **you** complete a self-certification form when **your accident** occurs or **sickness** begins **we** can pay **you** **sickness** benefit up to 7 days before the date of the **doctor**' s certificate providing there is supporting evidence to confirm this such as confirmation from **your** employer.

8.3. **Unemployment cover claims**

8.3.1. To be able to process **your** claim quickly **we** will always request that **you** send **us** a fully completed claim form. **We** may also request the following documents which will be provided at **your** expense:

8.3.1.1. letters from **your** employer, including the letter notifying **you** of the termination of **your** employment;

8.3.1.2. copies of **your** contract of employment, payslips, P60 and P45 provided by **your** employer;

8.3.1.3. Jobseekers award letters. If **you** are not in receipt of jobseekers allowance, letters confirming **you** are in receipt of another more appropriate benefit;

8.3.1.4. copies of any compromise agreements;

8.3.1.5. details of job applications;

8.3.1.6. any letter(s) confirming periods of temporary employment; and/or

8.3.1.7. any employment tribunal decisions.

We may also write to **your** former employer and/or the benefits office to confirm the documentation requested in 8.3.1.1, 8.3.1.2 and 8.3.1.3.

After the first month of the claim **we** may request additional information from **you** from the list above.

To continue to qualify for benefit, **you** must be actively seeking employment during the course of **your** claim. To evidence this, **we** will ask **you** to complete a continuing claim form on a monthly basis and to provide **us** with details of job applications **you** have made and letters which confirm any periods of temporary employment **you** have managed to secure.

8.3.2. If **you** are a carer, **we** will require **you** to provide copies of:

8.3.2.1. Carer' s Allowance award letter from the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state);

8.3.2.2. medical evidence in respect of the person requiring your care from their qualified medical professional; and

8.3.2.3. fully completed continuing claim forms with copies of bank statements showing ongoing receipt of Carers Allowance.

If **you** are a carer, **we** may also contact: the qualified medical professional, **your** former employer, benefit office, **you** or **your** authorised representative.

8.3.3. If **you** are self-employed **we** will require **you** to provide **us** (at **your** expense) with:

8.3.3.1. copies of business bank statements showing business transactions for the two years prior to the date last worked along with Sales Invoices for the same period; and

8.3.3.2. copies of the last two years Trading Accounts or if these are not available evidence of the last two years gross income; and

8.3.3.3. copies of cessation of Trading Accounts plus any HM Revenue & Customs acknowledgement letters.

We may also write to **your** accountant and/or the benefits office.

8.4. **What if you are not eligible for a Jobseeker' s Allowance?**

If **you** are ineligible for Jobseeker' s Allowance, **you** must provide ongoing alternative evidence to **us** (as listed in Section 8.3.1) that **you** are **unemployed** and actively seeking work. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.

8.5. **What if you want to seek work in the European Union (EU)?**

If **you** wish to seek work in an EU country, **you** must make arrangements with the Department for Work and Pensions Jobcentre Plus to have them register **you** as **unemployed** in the country **you** are going to seek work in and applying to the International Pension Centre for **your** Jobseeker' s Allowance to be exported to that country.

If the application is successful, **you** should receive confirmation from the Department for Work and Pensions Jobcentre Plus that **your** Jobseeker' s Allowance will be paid at the UK rate whilst searching for work in the EU.

Upon receipt of a copy of this confirmation from **you**, **we** will continue to pay **your unemployment** claim for a period of up to 3 months from the date **you** leave the United Kingdom.

If, during the 3 month period referred to above, **you** find work and/or **you** relocate to a European Union member state outside the United Kingdom, **you** should notify **us** as soon as possible as **you** may no longer be eligible for benefits or cover under this **policy**.

8.6. **What if you' re receiving state benefits?**

If **you** or **your** partner are receiving any state benefits **you** should advise the appropriate authority if **you** are also claiming under this **policy**. In some circumstances, the amount of **monthly benefit** **you** receive under this **policy** may affect **your** entitlement to state benefits. **Your** local benefits agency will be able to provide **you** with further information.

8.7. **Do you need to continue paying your monthly premium when making a claim?**

As described in Section 12.2, **you** must continue to pay **your monthly premium** while **you** are making a claim under this **policy** to ensure that cover can continue after **your** claim has ended. If, during a claim, **you** cancel **your policy** or fail to pay the **monthly premium** when due, **we** will continue to pay the **monthly benefit** provided that the claim was made prior to the date on which **you** cancelled or first failed to pay the **monthly premium** when due. **You** will not, however, be covered for any new claim made on or after that date.

8.8. **Fraud and misleading information**

We have a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

8.9. **Life cover claims**

We will need the following information to be able to pay **your** claim:

8.9.1. **your** personal representative must supply **us** with an original certified copy of **your** death certificate (in English); and

8.9.2. an original certified copy of either a grant of probate or letters of administration (if **your** personal representatives are appointed in England, Wales, the Channel Islands or the Isle of Man) or grant of confirmation (if **your** personal representatives are appointed in Scotland).

We may also require a copy of **your** birth certificate and access to medical records and a copy of **your** will.

9. **CLAIMS SUPPORT PROGRAMME**

If **you** have an **unemployment** claim, **we** will provide **you** with a Job Seekers Booklet and access to **our** Claims Support website (www.support.cardifpinnacle.com) each subject to availability, which may help **you** in **your** job search. **You** may also be offered access to a CV writing service, employment workshops and telephone support service.

If **you** have an **accident** and **sickness** claim, **we** will provide **you** with **our** Claimant Health Guide and access to **our** Claims Support website (www.support.cardifpinnacle.com) each subject to availability, which may assist **you** with health updates and general information on **your** condition.

10. **PREMIUMS**

10.1. Each **monthly premium** covers **you** for one month. **Your monthly premium** will be calculated using the **premium rate**.

10.2. This **policy** has a reviewable **premium rate**, which means that the **premium rate** applicable to **your policy** may change subject to **us** giving **you** 30 days' notice. **We** will only consider changes to the **premium rate**, arising from one or more of the following:

10.2.1. changes due to new information arising from **our** own experience suggesting that future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims **we** expect to pay, changes to the average expected duration of **our** claims payments or changes to the average expected amount paid per claim;

10.2.2. changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes industry or general population unemployment experience;

10.2.3. relevant changes to **our** previous assumptions in relation to:

10.2.3.1. expenses related to providing the insurance;

- 10.2.3.2. policy lapse rates which means the average time policies are held;
 - 10.2.3.3. interest rates;
 - 10.2.3.4. tax rates; or
 - 10.2.3.5. the cost of any legal or regulatory requirements.
- 10.3 Any changes to **your premium rate** we make will not:
- 10.3.1. be made as a result of any reason other than changes in the assumptions mentioned above;
 - 10.3.2. be based on whether **you** have made a claim; or
 - 10.3.3. be made to recover any previous losses.
- 10.4. **We** will review **your premium rate** at least annually and **you** will be given at least 30 days' written notice, at **your** last known address, of any alteration to the **premium rate** under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** premium is changed due to legislative, tax or regulatory requirements, then **we** may not be able to give **you** 30 days' notice.
- 10.5. **We** may review **your premium rate** more frequently than annually if it becomes necessary due to significant changes in any of the assumptions referred to above. Except where **your premium rate** is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive **premium rate** changes will be 180 days.
- 10.6. As a result of the **premium rate** review, the corresponding **monthly premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
- 10.7. If **we** change **your premium rate** and **you** do not wish to continue **your cover** **you** should contact **us** to cancel **your policy**.
- 10.8. If, during a claim, **you** cancel **your policy** or fail to pay the **monthly premium** when due, **we** will continue to pay the **monthly benefit** provided that the claim was made prior to the date on which **you** cancelled or first failed to pay the **monthly premium** when due. **You** will not, however, be covered for any new claim made on or after that date.
- 10.9. The **policy** premium will be automatically added to **your Tesco Bank** credit card. This will be treated as a purchase transaction. This means that where interest is due on the transaction it will be charged at **your** purchase rate.
- 10.10. When collecting and refunding premiums, **Tesco Bank** does so on **our** behalf.

11. TERMS AND CONDITIONS

- 11.1. **We** may vary or waive the terms and conditions of this **policy** to reflect changes in the assumptions set out in Section 10.2.3 above which is used to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this **policy**.
- 11.2. When changing **your** terms and conditions **we** will only consider any future impact of changes in one or more assumptions due to the reasons set out in Section 10.2.3 above.
- 11.3. In addition, **we** may also vary or waive **your** terms and conditions to:
- 11.3.1. improve **your** cover;
 - 11.3.2. comply with any applicable laws or regulations;
 - 11.3.3. reflect any changes to taxation;
 - 11.3.4. correct any typographical or formatting errors that may occur.
- 11.4. **You** will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** cover is changed due to legislative, tax or regulatory changes, then **we** may not be able to give **you** 30 days' notice.
- 11.5. Except where the terms and conditions of cover under this **policy** are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.
- 11.6. Any changes to **your** terms and conditions **we** make will not:
- 11.6.1. be made as a result of any reason other than changes in the assumptions mentioned in Section 10.2.3 or for the reasons set out in Section 11.3 above;
 - 11.6.2. be based on whether **you** have made a claim; or
 - 11.6.3. be made to recover any previous losses.
- 11.7. If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your cover** **you** should contact **us** to cancel **your policy**.

12. WHEN COVER ENDS

- 12.1. All cover under this **policy** and all benefits will automatically end on the earliest of the following occurs:
- 12.1.1. the date **you** no longer have an **agreement**;
 - 12.1.2. the date **you** reach 65 years of age. However, if **you** are claiming a **monthly benefit** from this **policy** and **you** reach 65, the claim will continue until the end of **your** claim period but **premiums** will cease at age 65. Following the end of the claim, the **policy** will end;
 - 12.1.3. the date **you** **permanently retire** (**you** must tell **us** if **you** retire before the age of 65);
 - 12.1.4. the date **you** die;
 - 12.1.5. the date **you** do not pay the **monthly premium** when due, subject to Section 12.2 below;
 - 12.1.6. the date **we** cancel **your** insurance in accordance with Section 14 " Our right to cancel" ;

- 12.1.7. the date **you** or **we** cancel **your** insurance as set out under the terms of this **policy**; or
- 12.1.8. if **you** do not pay **your** minimum credit card payment each month then **your** insurance cover will stop once **you** have missed three consecutive minimum payments (except where this has been agreed in advance by **Tesco Bank**).
- 12.2. If **you** are already receiving benefits for a valid claim, **we** will continue to pay the **monthly benefit** provided that:
 - 12.2.1. the event leading to **your** claim occurred prior to the date **you** cancelled **your policy** or the date the **monthly premium** was not paid when due; and
 - 12.2.2. cancellation was not due to dishonesty or exaggerated behaviour, misrepresentation or **you** (or someone providing information on **your** behalf) failing to provide complete and accurate information on request.

You will still be covered for any new claim arising before the cancellation date. **You** will not be covered for any new claim arising on or after the cancellation date.

When this **policy** ends it will not have any cash or surrender value, other than any premium refund that may arise under Section 13 below.

13. YOUR RIGHT TO CANCEL

This **policy** is optional. If **you** decide that **you** no longer need this **policy** **you** can cancel it at any time.

- 13.1. Within the “cooling off period” - if **you** decide **you** do not want the cover and wish to cancel **your policy**, **you** can do so within 30 days of the **start date** or the date **you** receive this **policy** document, whichever is the later (the “cooling off period”). **You** will receive a full refund of any **monthly premium** **you** have paid provided no claim has been made under the terms of this **policy**. If **you** have made a claim, no refund of **monthly premium** will be payable.
- 13.2. Outside the “cooling off period” - if **you** cancel outside the initial 30 day cooling off period, no refund of **monthly premiums** will be payable.
- 13.3. If **we** change **your premium rate** and/or vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to cancel **your policy** without notice and without penalty.
- 13.4. All cancellation requests should be made to:
 - Customer Services Department
 - Tesco Payment Protection Insurance
 - Cardif Pinnacle
 - PO Box 752
 - Borehamwood
 - Hertfordshire WD6 9HZ
 - Telephone: 0844 543 1036

14. OUR RIGHT TO CANCEL

- 14.1. **We** may cancel **your** insurance cover immediately:
 - 14.1.1. where there is evidence of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this **policy**;
 - 14.1.2. where **you** deliberately tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this **policy**, or apply to vary **your** cover under this **policy** (or **we** can demonstrate from the relevant circumstances that **you** did not take reasonable care to ensure the statements **you** made to **us** were true). If **we** cancel **your** cover as a result of this Section 14.1.2, **we** will not return any **monthly premiums** **you** have paid;
 - 14.1.3. where when asked, **you** have unintentionally misrepresented a fact which, if correctly represented at the time of application, would have caused **us** to decline **you** for cover. If **we** cancel **your** cover as a result of this Section 14.1.3, **we** will return any **monthly premiums** that **you** have paid under this **policy**; or
 - 14.1.4. where necessary to comply with any applicable laws or regulations.
- 14.2. **We** may cancel **your** insurance cover by giving not less than 90 days’ written notice:
 - 14.2.1. in the unlikely event that for any of the reasons listed in Section 10 **we** expect to experience unsustainable losses for the particular country or market sector that applies to **your policy**; or
 - 14.2.2. if **we** decide for reasons of strategy or cost that it is no longer viable for **us** to continue to provide cover within the particular country or market sector that applies to **your policy**.
- 14.3. Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except in cases of dishonesty or exaggerated behaviour, misrepresentation or when asked, failure to disclose a material fact by **you** (or by someone acting on **your** behalf).
- 14.4. Cancellation of **your policy** will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except in cases of dishonesty or exaggerated behaviour, misrepresentation or when asked, failure to disclose a material fact by **you** (or by someone acting on **your** behalf).

15. INVALID MONTHLY BENEFIT PAYMENTS

If **we** make any payments as a result of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf), **you** will no longer be entitled to any benefits under this **policy** and **we** may demand that any payments made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any costs incurred.

16. GENERAL CONDITIONS

- 16.1. **You** must respond honestly to any request for information **we** make when **you** take out cover under this **policy**, or apply to vary **your** cover under this **policy**. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your policy**, and whether **you** can make a claim.
- 16.2. The **monthly benefit** cannot be paid to anyone else or in any way other than as described in this **policy**.
- 16.3. The rights given under this **policy** cannot be transferred to anyone else.
- 16.4. A person who is not a party to the contract of insurance set out in this **policy** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce any term of this **policy** provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- 16.5. **We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk
- 16.6. This **policy** is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
- 16.7. **We** will use the English language in all documents and communications relating to this **policy**.
- 16.8. To improve the quality of **our** service, **we** may monitor and record telephone calls.
- 16.9. Failure to comply with any condition of this **policy** may result in the suspension or the stopping of **monthly benefit**;

17. ENQUIRIES AND COMPLAINTS

STEP 1:

While it is always **our** intention to provide a first class standard of service, if **you** do have any concerns regarding **your** insurance cover, please address them to:

Customer Relations Manager

Tesco Payment Protection Insurance, Cardiff Pinnacle, PO Box 752, Borehamwood, Hertfordshire WD6 9HZ

Or

Telephone: 0844 543 1036

STEP 2:

Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** have the right to refer **your** complaint to:

The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London E14 9SR

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

A leaflet detailing the full complaints/appeals process is available from **us** on request.

18. DEFINITIONS

The following words and phrases will have the following meanings where they appear in **bold** type.

“**accident**” means a bodily injury which prevents **you** from doing **your** normal occupation (or any job which **you** are able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed**, **you** must not be receiving any form of payment from - or be helping, managing or carrying on - any part of the running of the business whilst **you** are claiming;

“**agreement**” means a credit card agreement between **you** and **Tesco Bank** in relation to which **we** have agreed to provide insurance cover under this **policy**;

“**ceased trading**” means where circumstances outside **your** control has caused **you** to have involuntarily ceased trading as a result of **your** business having insufficient assets to meet its debts and liabilities and:

1. final closing accounts for **your** business have been prepared and submitted to HM Revenue & Customs (HMRC); or
2. **your** business has been placed in the hands of an insolvency practitioner; or
3. **your** business is a partnership which has been or is being dissolved and final closing accounts have been prepared or are being prepared and submitted to HMRC;

“**consultant**” means a medical specialist who has expertise in the condition or symptoms **you** are claiming for and is registered under the Medical Act 1983 as amended. A **consultant** must be a member of a recognised Royal College (for example, the Royal College of Surgeons) and recognised by that Royal College to be a consultant. It does not include **you**, **your** spouse, civil partner, a relative or someone who lives with **you**;

“**doctor**” means a fully qualified medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. The **doctor** who confirms **your accident** or **sickness** when **you** are making a claim, cannot be **you**, **your** spouse, civil partner, a relative or someone who lives with **you**;

“**end date**” means the date **your** cover ends as set out in Section 12;

“**fixed-term contract(s)**” means working for at least 16 hours a week under a contract of employment, for a fixed duration or for a specific task, directly with an employer. **You** must be receiving a salary or wages and paying National Insurance contributions;

“ **full-time employment** ” means working for at least 16 hours a week under a permanent contract of employment that does not have a fixed or implied end date. **You** must be receiving a salary or wages and paying the appropriate National Insurance contributions;

“ **immediate family** ” means **your** spouse, civil partner, partner of the same or opposite sex whom **you** currently live with and have lived with for a continuous period of at least 1 year, parent or child or step child who **you** currently live with and have lived with for at least 1 year, or from birth if they are aged below one;

“ **incurred date** ” means:

1. for **accident or sickness** claims - the day after **your** last day in **full-time employment, self-employment or fixed-term contract** work;
2. for unemployment claims - the date when **you** first knew **you** would be made **unemployed**; or
3. for life claims - the date of **your** death;

“ **monthly benefit** ” means 10% of the **outstanding credit card balance** on the **incurred date** or £10 (whichever is greater);

“ **monthly premium** ” means the monthly sum payable by **you** each month for insurance cover under this **policy**;

“ **outstanding credit card balance** ” means the amount **you** owe to **Tesco Bank** under the **agreement** (including interest) less any arrears or rebate which **you** are entitled to;

“ **permanently retire** ” means **you** have no intention of returning to **full-time employment, self-employment or fixed-term contract** work, or of obtaining any further work;

“ **policy** ” means the terms and conditions set out in this document;

“ **premium rate** ” means a cost per £100 of the highest balance on **your** Tesco credit card **agreement** in the applicable month. For example, if **your** highest balance was £450 **we** would calculate **your monthly premium** by multiplying the **premium rate** by 4.5;

“ **self-employed/self-employment** ” means **you** are working for an income for at least 16 hours a week, paying Class II National Insurance contributions (where appropriate) or contributions in accordance with corresponding provisions under the legislation of the Channel Islands or the Isle of Man and are:

1. helping with, managing or carrying on a business and liable to pay tax charged under section 5 of the Income Tax (Trading and Other Income) Act 2005 in the United Kingdom or corresponding provisions relating to the taxation of income from **self-employment** under the legislation of the Channel Islands or the Isle of Man; or
2. a partner or in a partnership; or
3. a person who exercises direct or indirect control over a company;

“ **sickness** ” means an illness or sickness which prevents **you** from doing **your** normal occupation (or any job which **you** are able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed, you** must not be receiving any form of payment from or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming;

“ **start date** ” means the date **we** accept **you** for insurance;

“ **Tesco Bank** ” means Tesco Bank. Tesco Bank and Tesco Payment Protection Insurance are trading names of Tesco Personal Finance plc;

“ **unemployed/unemployment** ” means:

1. being entirely without paid employment (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business); and
2. for the duration of the claim, being available for, and actively seeking work, being able to provide the documentation listed in Section 8.3 and registered with the:
 - 2.1. Department for Work and Pensions Jobcentre Plus; or
 - 2.2. Department for Social Development in Northern Ireland; or
 - 2.3. States Insurance Authorities in the Channel Islands or a European Union member state; or
 - 2.4. Department of Social Care in the Isle of Man; and
3. **you** must have signed a Jobseeker’ s agreement within the United Kingdom, or equivalent agreement in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state;

“ **we, our, us** ” means Pinnacle Insurance plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Cardiff Pinnacle is a trading style of Pinnacle Insurance plc;

“ **you, your** ” means the principal cardholder in the **agreement** who has been accepted for insurance cover under this **policy**. The singular shall include the plural and vice versa. Within this **policy**, headings are only included to help **you** and do not form part of the insurance contract.



ABOUT YOUR INFORMATION AND DATA PROTECTION

WHO WE ARE

Tesco Personal Finance, trading as Tesco Bank acts as an intermediary for this policy. The policy is arranged, administered and underwritten by Pinnacle Insurance plc.

You are giving **your** information to Tesco Bank, which is part of the Tesco Group and Cardiff Pinnacle, which is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is a BNP Paribas Company.

For information about Tesco, please visit: www.tesco.com

To find out more about Cardiff Pinnacle and other Cardiff Pinnacle Group companies please visit "About Us" on: www.cardifpinnacle.com

In this information statement 'we', 'us' and 'our' refers to Pinnacle Insurance plc, the Cardiff Pinnacle Group, Tesco Bank and the Tesco Group unless otherwise stated.

Personal information includes any information the Tesco Group or Cardiff Pinnacle hold now or in the future including details of any dealings with the Tesco Group and the Cardiff Pinnacle Group and information about **your** application, other policies provided by Tesco Bank or Cardiff Pinnacle and **your** transactions.

Your privacy is very important to us and we promise that we will do our best to protect **your** personal information and make sure that it is accurate and kept up to date. **You** can help us do this by letting us know if there are any changes to **your** information.

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

HOW WE USE YOUR PERSONAL INFORMATION AND WHO WE SHARE IT WITH

Some of the information we ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions).

We will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents.

Please ensure that **you** only provide us with sensitive information about other people with their agreement.

Cardif Pinnacle will hold **your** personal information on computer or manual files and use it for administration purposes (including carrying out customer surveys, claims handling and fraud prevention) as well as for the provision of insurance cover.

Cardif Pinnacle will not share or disclose sensitive personal information such as medical records with Tesco Bank or Tesco.

Cardif Pinnacle will share other non-sensitive personal information with Tesco Bank and Tesco. Telephone calls may be recorded by Cardif Pinnacle for **your** and Cardif Pinnacle's protection.

We might use **your** information to help us:

- assess financial and insurance risks;
- recover debt;
- develop customer relationships, services and systems;
- prevent and detect fraud, other crime and improper claims.

We do not share **your** information to anyone other than the Tesco Group and the Cardiff Pinnacle Group except:

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

From time to time we may change the way we use **your** information. If we think **you** would not expect this change, we will write and tell **you** about it.

If we don't hear from **you** within 60 days, **you** agree to the change.

There may be occasions where we send **your** information to other countries. We will only do this when we can be sure that **your** information will get an adequate level of protection. However, **your** information might be accessed by law enforcement agencies and other authorities to prevent and detect crime or to comply with other legal obligations.

KEEPING YOU INFORMED

Tesco Bank will only send **you** information about other Tesco products that Tesco Bank thinks **you** would like to hear about and offers from other carefully chosen companies if **you** told Tesco Bank that **you** are happy for Tesco Bank to do this.

You can change **your** mind at any time by contacting Tesco Bank on: 0845 300 4278.

FURTHER INFORMATION

If **you** would like a copy of the information held about **you** by Cardif Pinnacle, please write to the:

Data Protection Officer
Cardif Pinnacle
Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX

For a copy of the details held by Tesco Bank, please write to the:

Data Protection Officer
Tesco Bank
Legal Team
PO Box 2700
Glasgow G2 9EZ

A fee may be payable.

You can order this **policy** document in large print, Braille, audio cassette or CD. **We** will arrange this for **you**.

Please contact **us** on:

- Telephone: 0844 543 1036
- Textphone: 020 8207 9510

This policy is provided by, administered and underwritten by Pinnacle Insurance plc. Cardiff Pinnacle is a trading style of Pinnacle Insurance plc. Head and Registered Office: Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX, United Kingdom. Company Registered No: 1007798, Policy No: 02463, Date of Policy: 23rd April 2012.

