Tesco Bank
Box Insurance –
Private Car
Cover

Policy Booklet

Inside you’ll find full details of your Car Insurance
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Private Car Policy Document

This is your Private Car Policy Document. Please read it carefully together with your current Statement of Fact, Schedule, the Certificate of Motor Insurance and Important Information. These documents form the basis of your contract with Us. All documents are available in Your Portal at https://boxins.tescobank.com/customer-portal

Welcome to Tesco Bank Box Insurance

Thank you for choosing Tesco Bank Box Insurance which is arranged and administered by Aioi Nissay Dowa Insurance UK Limited; one of the UK’s leading providers of telematics car insurance.

This is your Private Car Policy Document and forms part of your policy along with:

- your Statement of Fact;
- your Schedule (including any endorsements on it);
- your Certificate of Motor Insurance; and
- our Important Information.

You must read all these documents. If you need to make a claim, or contact us to tell us about any changes, then you will need to refer to these documents.

IMPORTANT: Please contact us on 0330 022 2202 if any information on these documents is incorrect.

You must also tell us as soon as practicably possible if any of this information is incorrect or incomplete, or if there are any changes to this information before or during any period of policy cover.

If you do not inform us about any inaccuracy or change, it may affect any claim you make or could result in your insurance being invalid. It is an offence under the Road Traffic Acts to make a false statement or to misrepresent or withhold information for the purposes of obtaining a Certificate of Motor Insurance.

We wish to protect the environment, and therefore we will communicate everything in an electronic format unless you have specifically requested otherwise. Where electronic communication is selected then all our correspondence with you will be by electronic means, including your future renewal invitations. If you have requested paper communications, then we will issue all your policy documentation (including your Certificate of Motor Insurance, Statement of Fact, Policy Schedule, Insurance Product Information Document, Private Car Policy Document and Renewal Invitation) to you in this format. We may still email you on other matters related to your policy, your driving performance and general driver safety issues so it is important that we have your correct email address.

Contract of insurance

Your policy forms a contract of insurance between you and us. Except as otherwise provided for by law or expressly stated in this policy, no other third party shall have any rights under this policy or the right to enforce any part of it. In return for you paying or agreeing to pay the premium required, we have agreed to insure you subject to the terms, conditions, exclusions and endorsements contained in your policy and noted on your Schedule against such liability, loss or damage occurring within the territorial limits during the period of policy cover. English law will apply to this contract unless we have otherwise agreed in writing. This contract is written in English and any associated communications will be in English.
About us

Aioi Nissay Dowa Insurance UK Limited (the insurer and administrator of Tesco Bank Box Insurance) is authorised by the Financial Conduct Authority, and authorised and regulated by the Prudential Regulation Authority, Financial Services Register number 816870. Aioi Nissay Dowa Insurance UK Limited is registered in England and Wales (Company Number: 11105895), registered office: 52–56 Leadenhall Street, London EC3A 2BJ.

Insurance Fraud Bureau Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can report this on their confidential cheat line on 0800 422 0421.

What products do we offer?

We underwrite the private car insurance policies (except Section 11 of your Private Car Policy Document), with incorporated Motor Legal Protection (Tesco Legal Guard – Section 11) underwritten by AmTrust Europe Limited (AEL). We have authorised Arc Legal Assistance Limited (ALAL) to administer the insurance under Section 11.

For our optional extras (which run alongside our car insurance policies):

- Tesco Bank Key Cover is underwritten by Ageas Insurance Limited and claims are handled by Keycare Limited (trading as Keycare)
- Tesco Bank Breakdown Cover is provided by RAC Motoring Services and/or RAC Insurance Limited

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

Wherever the following words and phrases appear in your policy they will have the meaning given below unless stated otherwise. Section 11 (Motor Legal Protection) uses a different set of definitions which are detailed in that section.

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>Accessories</strong></td>
<td>The parts of your car which are not directly related to how it works as a vehicle - these include in-car entertainment, such as radios.</td>
</tr>
<tr>
<td><strong>Black box</strong></td>
<td>A telematics device fitted to your car which provides data to us based on the use of your car.</td>
</tr>
<tr>
<td><strong>Bonus Miles</strong></td>
<td>Bonus Miles are additional miles awarded by Tesco Bank Box Insurance to encourage and reward safe driving. Details of how you could earn up to 100 Bonus Miles each month can be found in Your Portal at <a href="https://boxins.tescobank.com/customer-portal/">https://boxins.tescobank.com/customer-portal/</a></td>
</tr>
<tr>
<td><strong>Certificate of Motor Insurance</strong></td>
<td>A document which evidences that you have the insurance required by law, showing who can drive your car and for what purposes it can be used.</td>
</tr>
<tr>
<td><strong>Driving</strong></td>
<td>Driving a motor vehicle and/or being in charge of a motor vehicle for the purpose of driving it.</td>
</tr>
<tr>
<td><strong>Endorsement</strong></td>
<td>A clause which changes the terms of your policy. Any endorsements are shown in your Schedule.</td>
</tr>
<tr>
<td><strong>Excess(es)</strong></td>
<td>The amount you will have to pay towards any claim. Your Schedule shows the amount of excess applicable for each driver and any other excesses due. You are responsible for the excess even if the incident is not your fault.</td>
</tr>
<tr>
<td><strong>Insurer(s)</strong></td>
<td>All sections of this policy except Section 11: Aioi Nissay Dowa Insurance UK Limited. Registered in England and Wales (Company Number: 11105895) at 7th Floor, 52–56 Leadenhall Street, London, EC3A 2BJ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number: 816870). For Section 11 of this policy (Motor Legal Protection): AmTrust Europe Limited (AEL) (Company number: 1229676 and Financial Services Register number: 202189). AEL is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The insurer has authorised Arc Legal Assistance Limited (ALAL), registered in England number 04672894, registered address; The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE; to manage and provide the insurance under Section 11. ALAL is authorised and regulated by the Financial Conduct Authority registration 305958.</td>
</tr>
<tr>
<td><strong>Main driver</strong></td>
<td>The person who drives your car most of the time, whether for social purposes or for travel to and from a place of business, duty or study.</td>
</tr>
<tr>
<td><strong>Market value</strong></td>
<td>The cost of replacement with one of the same make, model and specification, taking into account the age, mileage and condition where applicable.</td>
</tr>
<tr>
<td><strong>Miles</strong></td>
<td>The distance travelled by your car and recorded by the black box fitted to your car, which can be viewed in Your Portal at <a href="https://boxins.tescobank.com/customer-portal/">https://boxins.tescobank.com/customer-portal/</a></td>
</tr>
<tr>
<td><strong>Period of Policy Cover</strong></td>
<td>The length of time covered by this policy, as shown in the Schedule, and any further period the cover is renewed for.</td>
</tr>
<tr>
<td><strong>Policyholder</strong></td>
<td>The individual whose name is shown on the Schedule and the Certificate of Motor Insurance.</td>
</tr>
<tr>
<td><strong>Policy</strong></td>
<td>Your Statement of Fact, this document, your Schedule, your Certificate of Motor Insurance and our Important Information.</td>
</tr>
<tr>
<td><strong>Policy Miles</strong></td>
<td>Policy Miles are the number of miles upon which your annual premium is based, as shown on your Schedule.</td>
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### Important terms of your policy

When you buy your insurance from us, we issue you with a Certificate of Motor Insurance and provide cover to you subject to the terms of your policy for the period of policy cover.

When you take out your policy we’ll install a black box in your car. The black box will record the following information about your driving and the location of your car, including but not limited to:

- the time of day you drive
- the speed you drive at on different sorts of roads
- the location of your car both when it is moving and when it is stationary
- how smoothly you drive
- if you take breaks on long journeys
- your motorway mileage
- your total mileage.

We will use this data to assess your driving behaviour and determine how safely you drive, for example, by calculating your Bonus Miles and identifying any breach of the Unacceptable Driving

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<table>
<thead>
<tr>
<th><strong>Premium</strong></th>
<th>The amount of money that you pay for your policy, as shown on your Schedule (Note: This does not include any charges levied by us in our Important Information).</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Road Traffic Acts</strong></td>
<td>Any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</td>
</tr>
</tbody>
</table>
| **Schedule** | The latest document which confirms the:  
• period of policy cover  
• name of the policyholder, and  
• sections of this policy which apply. |
| **Statement of Fact** | The latest document which confirms all the details supplied by you or someone on your behalf. |
| **Territorial Limits** | Your policy applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your car is being transported between them. |
| **Terrorism** | Terrorism means any act or acts including but not limited to:  
• the use or threat of force and/or violence and/or  
• harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means,  
when any such act is committed by any person(s) or group(s) of people in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes. |
| **Top Up Miles** | Top Up Miles are additional miles you can buy if you need to drive further than your Policy Miles. |
| **We, Our, Us** | Aioi Nissay Dowa Insurance UK Limited as insurer and administrator. |
| **You, Your** | The person named as the policyholder in the Schedule and Certificate of Motor Insurance. |
| **Your car** | Any vehicle described in the Schedule (including accessories and spare parts specifically designed to be fitted to your car, which are kept in your car or locked in your private garage) and for which we have issued a Certificate of Motor Insurance.  
In Section 3 of your policy it also includes a trailer, caravan or broken-down motor vehicle while attached to your car for towing. |
condition. You must ensure that any driver driving under this section is made aware that the driving data will be used in line with our Privacy Notice and will be available to view on Your Portal. It may also affect your policy in the future.

**Important:** Refer to the Privacy Notice which will explain how we use your information, what we collect, why we collect it and who we share it with.

Your cover is connected to the miles you drive. You pay for a set number of Policy Miles which are measured by a black box fitted to your car.

If you use up all your Policy Miles before the end of the period of policy cover, you can buy more miles, known as Top Up Miles. You can buy Top Up Miles in bundles of 250, 500, 1,000 or 2,000 miles at any time during the term of your policy. Top Up Miles will be charged at your cost per mile rate.

You can also increase your miles by earning Bonus Miles, which are awarded for safe driving.

If you have not used all your miles when your policy is due to be renewed, then any unused Top Up Miles and Bonus Miles will be credited to your overall miles for the next period of policy cover. Any of the original Policy Miles that are unused will not be credited to the next period of policy cover, and there is no financial exchange for any unused miles.

When you renew your policy, you will receive a new allocation of Policy Miles. Any Top Up and Bonus Miles that have been rolled over into the next period of policy cover will be used first before the new Policy Miles. If you exceed your Policy Miles at any time and do not purchase Top Up Miles or receive Bonus Miles your policy will be cancelled.

If your car is being used by any driver and is covered by any other insurance policy then any miles driven in your car will still be deducted from your overall miles and any driving data collected may still be used to assess your driving behaviour and determine how safely your car has been driven.

Please note that although you can start earning Bonus Miles immediately you will not be able to see them on Your Portal until a month and seven days after your policy has started.

Only the policyholder and any people listed under Section 5 of your current Certificate of Motor Insurance may drive your car.

This policy does not provide cover for you or any people listed under Section 5 of your current Certificate of Motor Insurance to drive other vehicles.
Changes to your insurance

You must tell us as soon as practicably possible about any changes to the information that you have provided which is detailed in your Statement of Fact, Schedule and Certificate of Motor Insurance.

The following are some examples of the changes (this is not an exhaustive list) you must tell us about:

- a change of your car (including additional cars) or a change of its registration mark
- all changes you or anyone else make to your car if these mean your car is different from the manufacturer’s standard specification (whether the changes are mechanical or cosmetic)
- a change of address
- a change of garaging arrangements
- a change of job, including any part-time work by you or other drivers, or a change in the type of business or having no work
- a change in the use of your car
- a change to the main driver of your car
- a change in the driving licence conditions of any driver on the policy
- details of any driver you have not told us about before, or who is excluded by the Certificate of Motor Insurance, but who you now want to drive
- details of any motoring convictions, disqualifications or fixed penalty motoring offences or of any pending prosecutions for any motoring offences of any person allowed to drive
- details of any accident or loss (whether or not you make a claim) involving your car, or that occurs while you are driving another of your own or anyone else’s cars
- details if you, or any other person allowed to drive your car, suffers from a condition notifiable to the DVLA and you have not told the DVLA about it, or any condition for which the DVLA have restricted the driving licence. If you are in any doubt whether the condition is notifiable you should ask the DVLA.

If you don’t tell us about any changes, we may not be able to cover you if you need to make a claim, and in certain circumstances your policy could be cancelled by us.

We may apply a fee for certain changes to your policy, in addition to any premium charged by us. Please refer to our Important Information for the level of any charge.

We may refuse to continue cover if you change your car more than three times during the Period of Policy Cover and if we do continue cover you may be asked to provide evidence that you are the owner and registered keeper of your car.

Need to make a change to your policy?
Call: 0330 022 2202

For joint protection and for training purposes telephone calls may be recorded and/or monitored.
Black box installation

When you take out your policy we will contact you to arrange for a black box to be fitted to your car. Provided your policy is not cancelled there is no additional cost to you for:

- the black box
- fitting the black box
- retrieving data from the black box.

Our aim is for the black box to be fitted within 14 days of you arranging a policy with us, or changing your car. The black box can be fitted at your home or place of work, providing it is safe to fit it at the proposed place. We reserve the right to choose an alternative site near your home or place of work if necessary. We will agree a mutually convenient time for the fitting.

The black box will at all times belong to the telematics provider approved by us.

In the event of the black box developing a fault, we will notify you and arrange with you a mutually convenient time for a replacement black box to be fitted. You must give us access to your car within 7 days of being notified of the fault or, where there are exceptional circumstances that prevent you from doing so, within a reasonable time.

If we ask, you must also allow us, or our approved supplier to retrieve the black box from your car in the event that your policy is cancelled or you do not renew your policy.

It is your responsibility to ensure that you have the agreement of any co-owner, hire purchase company, or other person that has a legal interest in your car, to having a black box fitted in your car before the black box is installed. The installation will not affect any car warranty.

Unacceptable driving behaviour

Each month we publish an assessment of your driving behaviour on Your Portal. If you persistently receive a RED score for the “Safe Speed” component of driving behaviour during the period of policy cover, and we have given you warning to moderate your behaviour, we reserve the right to cancel your policy, providing we follow the procedure defined in Section 12.6.

If you or any driver exceeds the speed limit by 20 mph or more we reserve the right to cancel your policy, providing we follow the procedure defined in Section 12.6.

If you or any driver drives in a manner which we reasonably deem to be dangerous to the driver and / or their passengers and / or to other members of the public, including but not limited to racing formally or informally against another motorist, we reserve the right to cancel your policy, providing we follow the procedure defined in Section 12.6.

Automatic renewal

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

We will only automatically renew your policy after issuing you with a renewal notice approximately 21 days before the end of your policy. If you do not want us to automatically renew your cover, you must contact us more than 3 days before your renewal date and advise us accordingly.

If you are not the card or account holder you must ensure that the card/account holder has agreed to make the renewal payment and you must tell them of any changes to the amount. Your renewal payment will be taken from your account 3 days before the renewal date. Please check your renewal notice for further details when it is available to you.
Accident Alert

An additional benefit of the black box is that if you are involved in an accident, an alert message may be sent to us by the black box and, provided your car isn’t moving, we will try to contact you by telephone. We will aim to take the actions necessary to get you on your way or, if it is not safe to drive your car, we will arrange for your car to be taken for repair. If we cannot contact you, we will attempt to make contact using the alternative number supplied by you. Please ensure that the telephone numbers you provide are current and valid. If you need to make a claim please call us on 0330 022 2525.

It is important that you do not assume that we will contact you, or any emergency services, after an incident has occurred. While we will endeavour to make contact with you, and, if we think it necessary, the emergency services, you should take all appropriate steps to protect your safety and report any incident to the appropriate emergency services.

It is also important not to assume that we are aware of any incident. You must still contact us to report any circumstances that could lead to a claim being made on your policy (please see Section 12.3 for more details).

How to contact us

To top up your miles, please go to https://boxins.tescobank.com/customer-portal/ and log into Your Portal.

If you need to contact us please use one of the following numbers.

<table>
<thead>
<tr>
<th>Action</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>To make a change to your policy or to top up your miles</td>
<td>0330 022 2202</td>
</tr>
<tr>
<td>To report a motor accident or theft, or to make a claim</td>
<td>0330 022 2525</td>
</tr>
<tr>
<td>To make a windscreen claim</td>
<td>0330 022 9449</td>
</tr>
</tbody>
</table>
Section 1 Accidental damage

What is covered
If your car is damaged or suffers loss by accident, we will at our choice either:

• pay the cost of repairs to your car, if your car is economically repairable less any required excess, or

• make a cash payment of the market value of your car at the time of the damage or loss less any required excess if it is not economical to repair your car.

Section 2 Fire and theft

What is covered
If your car suffers loss or damage by fire, lightning, explosion, theft or attempted theft, we will choose to either:

• pay the cost of repairs to your car, if your car is economically repairable less any required excess, or

• make a cash payment of the market value of your car at the time of the damage or loss less any required excess if:
  • it is not economical to repair your car, or
  • if your car is stolen but not recovered.

What is not covered under Sections 1 and 2

• wear and tear, your car losing value after or because of repairs, or for any repairs which improve your car beyond its condition before the loss or damage happened

• loss or theft of any car keys or lock transmitters, and the resultant cost of replacing any alarms or security devices including the Ignition and/or car locks following that loss

• mechanical, electrical, electronic or computer failures, breakdowns or breakages including as a result of the use of incorrect fuel

• damage to your tyres caused by braking, punctures, cuts or bursts

• more than the manufacturer’s latest list price of any part or accessory as at the date of repair

• loss or damage to your car caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds

• loss of use of your car or any other indirect loss

• loss of or damage to your car by theft or attempted theft if your car has been left unlocked and unattended, or the keys have been left in or on your car or with a window or the roof open

• loss of or damage to your car caused by or resulting from deception, fraud or trickery, including when you are offering your car for sale

• loss of or damage to your car where your car is driven or used without your permission by a member of your family or household, or someone in a close personal relationship with you or a member of your household unless you report the person to the police for taking your car without your consent and no subsequent statement is made indicating that such a person did in fact have your permission

• loss or damage to your car as a result of a deliberate act caused by you or any driver covered to drive your car including, but not limited to racing formally or informally against another motorist.

• loss or damage to your car caused by any government, public or local authority legally removing, keeping or destroying your car.
How we will deal with your claim – Sections 1 and 2

Payment of premium
If you make a claim and you have not paid all your premium, any unpaid premium may be deducted from any claim settlement made to you.

Repairs
If your car has suffered loss or damage, or been stolen, we will at our choice either:

- pay the cost of repairs to your car, if your car is economically repairable less any required excess, or
- make a cash payment of the market value of your car at the time of the damage or loss less any required excess if it is not economical to repair your car.

Any repairs to your car undertaken by one of our approved UK repairers are subject to the following guarantees:

- the bodywork, paintwork and labour will be guaranteed for 4 years, and;
- the replacement parts used will be covered for the duration of the manufacturer's guarantee.

These guarantees will remain in place for as long as your car remains owned by you.

We may decide to repair your car with parts which have not been made by your car's manufacturer but which are of a similar standard, including recycled parts.

If you make a claim for loss or damage to your car, we will only pay the cost of replacing parts needed for your car to meet the manufacturer's standard specification (including extras fitted by the manufacturer) unless any non-standard parts have been agreed by us.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer’s latest price guide, together with fitting costs.

Repairs may be undertaken by a repairer of your choice, but this may lead to a delay in arranging the repair of your car and we will not be able to provide you with a temporary replacement car or guarantee the repairs. If you choose to do this, please contact us first so that we can agree costs.

The most we will pay will be the market value of your car at the time of the loss or damage, less any excess.

Your excess will be waived if the loss or damage is another party's fault, and it is more likely than not that we will recover any amount it pays for your claim, in full, from the other party.

If you cannot drive your car as a result of damage covered under this policy, we will pay the costs of:

- protecting your car and removing it to our nearest approved repairers; and
- delivering your car back to your address in the British Isles after the repairs have been completed.

If your car belongs to someone else, or is the subject of a hire purchase or leasing agreement, any payments may be made to the legal owner. Our liability under this policy will then be complete.

Recovery of your car following an accident
If your car is not safe to drive after an accident and we have not already made contact with you, please telephone us on 0330 022 2525 and we will arrange for someone to assist you. If your car cannot be made roadworthy within a reasonable time, we will arrange to take it to our approved repairer at no cost to you.

We can arrange to take your car to a repairer of your choice at your expense, but this may lead to a delay in arranging the repair of your car and we will not be able to provide you with a temporary replacement car or guarantee the repairs.

Our employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their reasonable opinion, your demands are excessive, unreasonable or impractical.
New car replacement
If, within one year of registration as new in your name, your car is:
• damaged such that repairs will cost more than 60% of the manufacturer’s list price including extras fitted by the manufacturer plus taxes when the damage happened, or
• stolen and not recovered
and such loss or damage is covered under this policy and we have the agreement of any co-owner, hire purchase company, or other person that has legal interest in your car then we will pay for your car to be replaced with a new car of the same make, model and specification if one is available in the United Kingdom. The damaged car will then become our property.
If a suitable replacement car is not available, the claim will be settled by one of the other options referred to in the ‘How we will deal with your claim’ section of this document.

In-car entertainment, phone and satellite navigation equipment
We will pay for loss or damage to in-car entertainment, phone and satellite navigation equipment:
• up to the market value of the equipment if it is permanently fitted to your car and part of the manufacturer’s standard specification, and
• up to £250 for any other equipment.

Child car seats
If you have a child car seat (or seats) in your car and your car is involved in an accident that results in impact damage to it, we will pay to replace each child car seat with a new one of the same quality up to a maximum value of £300 per accident.

Excesses that apply
If your Schedule shows that you have to pay an excess or excesses, you must pay the first part of any claim up to the total amount of all the excesses that apply.

Temporary replacement car
If the loss or damage to your car is covered by this policy, and you use the approved UK repairer of our choice, you will receive a temporary replacement car while repairs to your car are being carried out, provided that one is available.
Temporary replacement cars are usually small cars with a manual gearbox (typically a one litre hatchback or similar). A temporary replacement car is not intended to be an exact replacement for your car.
All temporary replacement cars will have comprehensive cover under your existing policy, including any policy excesses, for the period of the loan, regardless of what level of cover you have for your car. (Please note that a temporary replacement car cannot be provided until your claim has been accepted and cover has been confirmed).
The miles you drive in the temporary replacement car will not be debited from your overall miles.
While you have the temporary replacement car you will be liable for any fines for any parking or driving offences, congestion, tolls or road pricing charges and any additional costs for non-payment of these charges. You will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.
You must return the temporary replacement car when the approved UK repairer or we ask you to do so for any valid reason or if this policy expires and you do not renew it.

Please note temporary replacement cars are only available when your car is being repaired by one of our approved UK repairers. Temporary replacement cars are not available if your car has been stolen and has not been recovered, or is not repairable. Temporary replacement cars are not available outside of the United Kingdom.
Section 3 Liability to other people

What is covered
If we appoint a solicitor to represent you, we will pay all sums for which you are legally responsible:

- following the death of, or bodily injury to, other people and
- up to £20,000,000 (in total) for damage to their property

as a result of any accident involving your car or a car provided to you under the Tesco Bank Box Insurance approved repairer scheme.

The limit of £20,000,000 comprises:

- up to £15,000,000 for damage to property belonging to other people; and
- up to £5,000,000 for legal costs relating to dealing with a claim in relation to property belonging to other people.

If you wish to arrange for your own representation then you must obtain our prior written consent. Without this, these costs may not be covered by your policy.

Other people
Your policy also covers:

- any person driving or using your car with your permission, as long as this is allowed by your Certificate of Motor Insurance
- any passenger travelling in or getting into or out of your car
- the employer or business partner of any person who is driving or using your car for their business, as long as this is allowed by your Certificate of Motor Insurance, and
- the legal representative of any person who has died who would have been entitled to protection under this section.

What is not covered

- death or bodily injury to any employee arising out of, or in the course of, their employment even if the death or injury is caused by anyone insured by this policy. However, we will provide, where required to do so by legislation, the minimum cover to comply with such legislation
- any amount where the legal responsibility is covered by any other insurance
- loss of, or damage to, any property which belongs to, or is in the care of, any person who is claiming under this section
- any amount for legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport, aerodrome or airfield, foreign military base, embassy or consulate except when we have to meet the requirements of the Road Traffic Acts.
- any amount for legal responsibility, loss or damage when your car is being repaired whilst not on a road or other public place
- loss of, or damage to, any property as a result of racing formally or informally against another motorist, or a deliberate act caused by you or any driver covered to drive your car.
Legal costs
We will pay the legal costs if we appoint a solicitor to represent you at a:
• coroner’s inquest
• fatal accident enquiry
• magistrates court (including a court of similar jurisdiction in any country within the territorial limits).

And also for defence of any legal proceedings relating to the following circumstances where the incident is covered by this policy:
• charges of manslaughter
• causing death by dangerous or reckless driving.

We will also pay:
• any other costs and expenses by our appointed solicitor and their appointed agents; and
• charges set out in the Road Traffic Acts.

If you wish to arrange for your own representation at any of the above then you must obtain our prior written consent. Without this, these costs may not be covered by your policy.

Emergency treatment charges
If you are involved in an accident and receive treatment from the emergency services then We will pay for any cost of that treatment stipulated in the Road Traffic Acts. If this is the only payment made under your policy, it will not affect your No Claim Discount entitlement.

Section 4 Use by the motor trade, hotels and car parks
We will give you the cover under Section 1, Accidental Damage, and Section 2, Fire and Theft, but will not apply any driving and use restrictions or any excess while your car is in the custody and control of:
• a member of the motor trade for service, repair or MOT testing, or
• a hotel, restaurant, car park or similar commercial organisation for parking purposes.

Under these circumstances, any miles driven in your car will be deducted from your overall miles and any driving data collected will be used to assess your driving behaviour and determine how safely your car has been driven, for example, by calculating your Bonus Miles and identifying any breach of the Unacceptable Driving Behaviour condition. You must ensure that any driver driving under this section is made aware that the driving data will be used in line with our Privacy Notice and will be available to view on Your Portal. It may also affect your policy in the future.

Section 5 Glass in windscreens or windows
(or for any scratching of the bodywork as a result of broken glass from your car)

What is covered
You must notify us on 0330 022 9449 before any work is carried out under this section.

If you use our approved glass repairer and your claim is for loss of, or damage to, the glass in your car’s windscreen or windows, we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork of your car that has been damaged by broken glass from your car.

We may decide to repair your car with parts which have not been made by your car’s manufacturer but which are of a similar standard.

If you make a claim under this section, your No Claim Discount will not be affected.
What is not covered

- replacement - you will have to pay the glass replacement excess shown in your Schedule
- repair - if the glass is repaired rather than replaced then you will have to pay the glass repair excess shown in your Schedule
- if you choose not to use our approved glass repairer the most we will pay under this section will be £200 for replacement or £50 for repair less any excess which applies
- loss of use of your car
- more than the manufacturer’s latest list price of any part or accessory as at the date of repair
- the costs of importing parts or accessories or storage costs caused by delays where parts or accessories are not available from current stock in the United Kingdom
- damage to your car as a result of a deliberate act caused by you or any driver covered to drive your car
- repair or replacement of broken or damaged sunroofs, fixed or moveable glass roof panels and associated mechanisms
- repair or replacement of any glass that is part of a removable or folding convertible roof
- repair or replacement of any windscreens or windows not made of glass.

Section 6 Using your car abroad

European Union/ EEA compulsory insurance

Your policy provides the minimum compulsory insurance in the countries listed below. Please note that this minimum compulsory insurance does not provide the same level of cover as your policy.

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Channel Islands and The Isle of Man.

If you wish to drive abroad, you must ensure that you have any documentation required to evidence insurance. If the United Kingdom leaves the European Union and you travel to any of the countries listed above after that happens, you may need a Green Card in addition to your Certificate of Motor Insurance to evidence you hold the minimum compulsory insurance. Please check our FAQs for the up to date position at http://yourcommunity.tescobank.com/BoxBrexitFAQs

Extended European cover

In addition, the full benefits of this policy apply in the countries in the list above, including when your car is being transported, provided that your car is:

- registered with the DVLA and normally kept in England, Scotland or Wales
- not kept abroad for more than 90 days consecutively.

Please note temporary replacement cars are not available abroad and repairs undertaken abroad are not guaranteed as they are not carried out by our approved network of repairers.

As part of a valid claim under Section 1 or Section 2 of this policy we will pay the costs of recovering your car if it is not driveable, and of returning your car back to the UK, if required.

If your car suffers loss or damage in any foreign country that we have agreed to provide cover for, you may be charged customs duty. This customs duty will be refunded if a valid loss or damage claim is made by you.

Using your car in any other countries

If you want to use your car in countries not included in the list above then you must obtain separate cover before you enter that country as cover under this policy will not apply.
Section 7 Personal accident benefits

What is covered
If you, your husband, wife, common law partner or civil partner are accidentally injured in any car, or getting into or out of any car, and if within 90 days, independently of any other cause, the injury results in:

- death
- permanent loss of any limb above the wrist or ankle; or
- the complete and irrecoverable loss of sight in one or both eyes

We will pay up to £7,500 to the injured person or their legal representative.

What is not covered

- more than £7,500 per person during any one period of policy cover
- if you or your husband, wife, common law partner or civil partner has more than one policy with us, it will only pay the benefit under one policy
- injury or death to any person not wearing a seat belt when they must do so by law
- injury or death resulting from a deliberate act, suicide or attempted suicide
- where the driver of your car has been driving illegally due to reckless or dangerous driving; or exceeding the legal limit of alcohol or under the influence of drugs whether prescribed or otherwise at the time of the accident.

Section 8 Medical expenses

What is covered
We will pay up to £200 for each person for any medical expenses resulting from an accident while travelling in your car.

Your excess will not apply to this section.

What is not covered

- if you or your husband, wife, common law partner or civil partner has more than one policy with us, it will only pay the benefit under one policy
- where the driver of your car has been driving illegally due to reckless or dangerous driving; or exceeding the legal limit of alcohol or under the influence of drugs whether prescribed or otherwise at the time of the accident.

Section 9 Personal belongings

What is covered
We will pay up to £150 for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft. We may require proof of purchase or evidence of ownership to support your claim.

Your excess will not apply to this section.

What is not covered

- theft, or attempted theft, of personal belongings if your car has been left unlocked and unattended, or the keys have been left in or on your car or with a window or roof open
- the theft of personal belongings unless kept out of sight in the locked boot or glove compartment of your car or unless the theft occurs whilst you are in the car
- money, stamps, tickets, documents, vouchers or securities
- goods, tools, samples or equipment carried in connection with any trade or business
- property covered under any other insurance.
Section 10 No Claim Discount

If you have made no claims in the period of policy cover, you will be eligible for a No Claim Discount, or for an increase in your No Claim Discount, when you renew your policy.

The level of your No Claim Discount is based upon the number of consecutive years that you have had cover and the number of claims that have been made during that time.

If you make one or more claims during the period of policy cover, at your next renewal your No Claim Discount will be reduced to the number of years specified in the following scale:

<table>
<thead>
<tr>
<th>Number of years No Claim Discount held at your purchase / renewal date</th>
<th>No Claim Discount at next renewal date without NCD Protection</th>
<th>No Claim Discount at next renewal date with NCD Protection</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 claim in next 12 months</td>
<td>2 claims in next 12 months</td>
<td>3 claims in next 12 months</td>
</tr>
</tbody>
</table>

For all New Business customers, and for Renewing customers who have had no claims within the past four periods of continuous policy cover with us

| 1 year NCD held | Nil years | Nil years | Nil years | Unaffected | Unaffected | Nil years |
| 2 years NCD held | 1 year | Nil years | Nil years | Unaffected | Unaffected | Nil years |
| 3 years NCD held | 2 years | 1 year | Nil years | Unaffected | Unaffected | Nil years |
| 4 years NCD held | 3 years | 2 years | Nil years | Unaffected | Unaffected | Nil years |
| 5 years NCD held | 4 years | 3 years | Nil years | Unaffected | Unaffected | Nil years |
| 6 years + NCD held | 4 years | 4 years | Nil years | Unaffected | Unaffected | Nil years |

For all Renewing customers who have had a claim within the past four periods of continuous policy cover with us

| 1 year NCD held | Nil years | Nil years | Nil years | Unaffected | Nil years | Nil years |
| 2 years NCD held | 1 year | Nil years | Nil years | Unaffected | 1 year | Nil years |
| 3 years NCD held | 2 years | 1 year | Nil years | Unaffected | 2 years | Nil years |
| 4 years NCD held | 3 years | 2 years | Nil years | Unaffected | 3 years | Nil years |
| 5 years NCD held | 4 years | 3 years | Nil years | Unaffected | 4 years | Nil years |
| 6 years + NCD held | 4 years | 4 years | Nil years | Unaffected | 4 years | Nil years |

Note:
- Customers are ineligible for No Claim Discount protection if they have had two or more fault claims within the past four years.

The following claims will not reduce your No Claim Discount:
- any payment for emergency treatment charges under Section 3 (Liability to other people)
- any payment made under Section 5 (Glass in windscreens or windows)
- any claims where you are not at fault, provided we have recovered our outlay in full
- any claims made under Section 11 (Motor Legal Protection).

You cannot transfer your No Claim Discount to anyone else. If you insure more than one car through us, the No Claim Discount is earned separately for each car.

The application of your No Claim Discount may not necessarily result in a decrease in your premium.
Section 11 Motor Legal Protection (Tesco Legal Guard)

This section of your Policy Document provides you with cover for legal costs and expenses to pursue a claim for compensation in respect of uninsured losses or personal injury arising from a motor accident.

Definitions
Throughout this section of this Policy Document certain words and phrases are printed in bold. These have the meanings set out below.

This section of your policy provides you with cover for legal costs and expenses to pursue a claim for compensation in respect of uninsured losses or personal injury arising from a motor accident.

| Action | The pursuit of civil proceedings following a road traffic accident. |
| Adviser | Our specialist panel of solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you. |
| Advisers’ costs | Legal fees and costs incurred by the adviser, that do not exceed the amount of damages you are claiming in the legal action. Third party’s costs shall be covered if awarded against you. |
| Conditional fee agreement | An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees. |
| Geographical limits | The United Kingdom, the European Union, the Channel Islands and the Isle of Man. |
| Insured incident | A road traffic accident involving the vehicle that takes place within the geographical limits which results in you suffering uninsured losses or personal injury or death. |
| Period of insurance | The length of time that the contract of insurance applies for. This is shown in your Schedule. |
| Road traffic accident | A traffic accident in the geographical limits involving the vehicle occurring during the period of insurance for which you are not at fault and for which another party is at fault. |
| Standard advisers’ costs | The level of advisers’ costs that would normally be incurred by underwriters in using a nominated adviser of our choice. If you nominate your own adviser, we will tell you what the standard advisers’ costs are that apply at that time. |
| Underwriters | AmTrust Europe Limited. |
| Vehicle | The motor vehicle covered by your Certificate of Motor Insurance including a caravan or trailer whilst attached to it. |
| We/us/our | Arc Legal Assistance Limited or as otherwise notified to you by the administrator, acting with good reason (such as where they or the underwriters appoint another third party to administer this Section 11 of your policy). |
| You/your | The policyholder named in the Schedule to which this cover attaches. This is extended to include the authorised driver and passengers. |

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

The insurance covers advisers’ costs up to £100,000 only; and where:

a) the insured incident takes place within the period of insurance and within the geographical limits, and

b) the action takes place in the geographical limits.
Once your claim has been accepted on the terms set out in this section of your policy, we will appoint one of our panel of solicitors, or their agents, to handle your case. Should you wish to appoint your own adviser, you can only do so once court proceedings are issued or a conflict of interest arises but you must obtain approval from us before proceeding. If you do not obtain our approval your claim will be rejected. Where we agree to your own choice of adviser, you will be liable to pay any advisers’ costs over and above our standard advisers’ costs.

**How to make a claim**

Call the Tesco Bank Box Insurance Claims helpline on 0330 022 2525.

**Conditions**

1. **Claims**
   
   a) **You** must notify us as soon as possible and within a maximum of 180 days once you become aware of the insured incident. If you do not do so there will be no cover under this policy if, as a result of the delay, your prospects of succeeding in the case fall to 50% or less, or our costs increase above the level that would otherwise be the case. To report a claim you must follow the instructions under the ‘How to make a claim’ section above.
   
   b) **We** shall appoint the adviser to act on your behalf.
   
   c) **You** must supply all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers’ costs in excess of our standard advisers’ costs. The adviser must represent you in accordance with our standard conditions of appointment which are available on request.
   
   d) If you do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount you eventually recover, the underwriters shall not be liable for any further advisers’ costs unless upon being notified of the offer or payment into court we agreed to the claim continuing. We shall not withhold such agreement without good reason.
   
   e) The adviser must:
      
      i) keep us fully advised of all developments and provide such information as we may reasonably require
   
      ii) keep us regularly advised of advisers’ costs incurred as required by us
   
      iii) Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by us
   
      iv) where possible, attempt recovery of costs from third parties.
   
   f) The underwriters shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
   
   g) You shall supply all information reasonably requested by the adviser and us.
   
   h) You are responsible for any advisers’ costs if you withdraw from the action, unless we both agree that there is good reason to do so. If we do not agree, any costs already paid under this insurance must be reimbursed by you.
   
   i) You must instruct the adviser to provide us with all information that we reasonably ask for and report to us as we direct.

2. **Disputes**

   Any disputes between you and us in relation to our assessment of your prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.
3. Prospects of success
At any time we may, but only when supported by independent legal advice, form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:

a) Being able to recover the amount of money at stake
b) Being able to enforce a judgment
c) Being able to achieve an outcome which best serves your interests.

Cover
Uninsured loss recovery & personal injury

What is insured
You are covered for advisers’ costs to pursue damages claims arising from a road traffic accident:

a) Whilst you are in, boarding or alighting the vehicle against those whose negligence has caused your injury or death, and/or
b) Against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses.

If the action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims court limit, the adviser must enter into a conditional fee agreement which waives their own fees if you fail to recover the damages that you are claiming in the action in full or in part. If the damages you are claiming are below the small claims court limit advisers’ costs will be covered provided they do not exceed the amount claimed.

What is not insured
Claims relating to an agreement you have entered into with another person or organisation.

General exclusions
There is no cover:

a) where the insured incident occurred before you purchased this insurance.
b) where you fail to give proper instructions to us or the adviser or fail to respond to a request for information or attendance by the adviser
c) where advisers’ costs have not been agreed in advance or exceed those for which we have given our prior approval
d) for any claim arising from racing, rallies, competitions or trials
e) for appeals without our prior written consent
f) prior to the issue of court proceedings, for the costs of any legal representative other than those of the adviser unless a conflict of interest arises
g) for any action that we reasonably believe to be false, fraudulent, exaggerated or where you have made misrepresentations to the adviser
h) where at the time of the insured incident, you were disqualified from driving, did not hold a licence to drive (unless you previously held a licence and are allowed to have one by law) or the vehicle did not have a valid MOT certificate
i) for disputes between the adviser and any other party which is only over the level of advisers’ costs.
j) for any interim disbursements or fees.
Authorisation
We are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 305958.
You can check this on the Financial Services Register by visiting www.fca.org.uk/firms/systems-reporting/register.

European legal and UK tax helpline
Use the 24 hour advisory service for telephone advice on any private legal or taxation problem of concern to you or any member of your household. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone. Simply telephone 0345 030 3181 and quote ‘Tesco Legal Guard’.

Replacement vehicle
If, following a road traffic accident where someone else is to blame, your vehicle is off the road and you require a replacement vehicle, you will be provided with access to a replacement vehicle provider.
You will be provided with a ‘like-for-like’ replacement vehicle where you have a valid claim against somebody else (subject to the replacement vehicle provider’s normal terms and conditions).
This service is provided by one of our select suppliers in mobility solutions and you will be advised who this supplier is should you need to make a claim.

Section 12 General conditions
These policy conditions apply to all sections of the policy except Section 11.

12.1 Complying with the terms of this policy
We will only provide cover under this policy if:

• you, or any other person claiming under this policy, have met all the terms and conditions that apply, and

• the information you gave to us when applying for, or renewing, this policy, when making any changes to this policy, or in the course of making a claim, is complete and correct as far as you know or could be expected to know.

You must:

• have asked all the other drivers covered by this policy any relevant questions to get the information about them requested by us

• tell us as soon as practicably possible about any changes to the information that you have provided which is detailed in your Statement of Fact, Schedule and Certificate of Motor Insurance. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

If you sell your car, you should notify the new owner that a black box has been installed.

12.2 Care of your car
You or any person in charge of your car must take reasonable precautions to:

• maintain your car in an efficient and roadworthy condition, and

• protect your car from damage or loss.

You must have a valid:

• Department of Transport Test Certificate (MOT) for your car if one is needed by law, and

• car tax unless your car has been declared off the road in accordance with the statutory notice (SORN).
You must give us reasonable access to examine your car and its documents in relation to any matter relevant to this insurance.

12.3 Accident and claims procedure
You, or any person driving or using your car with your permission, as long as this is allowed by your Certificate of Motor Insurance, or any passengers travelling in or getting in or out of your car, claiming under this policy must:

- give us full details of any incident that may give rise to a claim under your policy (for example, accident or theft) as soon as possible, and at least within 24 hours of discovery of the incident occurring
- inform the police as soon as possible, and at least within 24 hours of discovery of the incident, if your car or its contents are stolen, and provide us with any crime reference number
- send to us as soon as practicably possible all communications from other people involved in the incident. You must not reply to any such communication
- as soon as practicably possible tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process without reply to any other party
- provide all relevant information and help in relation to the claim, and
- tell us as soon as practicably possible the address of where your car has been recovered to or you may be liable for any storage charges that occur.

You must not assume that we are aware of any incident that has occurred, or that we will contact you, the police or other emergency services. You must take the above action to notify us of any incident that might give rise to a claim under this policy.

You must not, without our consent:

- negotiate or admit responsibility, or
- make any offer, promise or payment.

We will be entitled to:

- have total control to conduct, defend and settle any claim, and
- take proceedings in your name, or in the name of any other person claiming under this policy, at our own expense, and for our own benefit to recover any payment we have made.

12.4 Other Private Car insurances
If any loss, damage or liability covered by this policy is also covered by any other insurance, we will only pay our share. This condition does not apply to Section 7 – Personal accident benefits.

12.5 Compulsory insurance laws
If under the law of any country we must make a payment which would not have been made but for these legal obligations, you must repay that amount to us.

12.6 Cancellation
We can cancel your policy:

- from the start date if you do not pay your premium.
- by writing to you at your last known address 7 days in advance of the cancellation date if there are serious grounds to do so such as:
  - failure to provide requested documents (proof of your No Claim Discount etc.)
  - failure to co-operate with us, where required to do so within the terms of this policy (for example not having a black box installed within 14 days)
  - exceeding Policy Miles without top up
• where you have changed your car more than three times during the Period of Policy Cover and we have refused to continue cover
• breach of obligations placed upon you in the Unacceptable Driving Behaviour condition
• where your car is being driven or used other than in accordance with your Certificate of Motor Insurance
• following a fraud or deliberate or reckless misrepresentation or if you have withheld information
• following the removal of, or tampering with, the black box, or
• use of threatening or abusive behaviour or language, or intimidation or bullying of our staff and/or suppliers.

The policy will end when the 7 days’ notice period expires. If you have not made a claim, or no claim has been made against you, you will be entitled to receive a refund of premium, including any premium paid for Top Up Miles, less:

• a charge on a proportionate basis for the period of policy cover that you have already received, or the miles you have used, whichever amount is higher; and
• our administration fee which is charged at cancellation as shown in our Important Information.

If you have made a claim, or one has been made against you, during the current period of policy cover, you must pay the full annual premium and you will not be entitled to any refund.

• if you use more than your initial Policy Miles, plus any Top Up Miles and Bonus Miles during the period of policy cover and do not buy further Top Up Miles, by writing to you at your last known address 7 days in advance of the cancellation date. The policy will end when the 7 days’ notice expires (unless you have bought Top Up Miles during that notice period). You will not be entitled to a refund of the premium paid in this event

• after a claim where we has decided to make a cash payment for up to the market value of your car at the time of the damage rather than repair or replace your car. You will not be entitled to a refund of the premium paid in this event. If you have not paid all your premium, your full annual premium remains payable unless this has already been deducted from your claim settlement.

You can cancel your policy:

• at any time. Cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date.

If you cancel (including in the 14 day cooling off period) and you have not made a claim, or no claim has been made against you, you will be entitled to receive a refund of premium, including any premium paid for Top Up Miles, less:

• a charge on a proportionate basis for the period of policy cover that you have already received, or the miles you have used, whichever amount is higher; and
• our administration fee which is charged at cancellation as shown in our Important Information.

Cancellation of the car insurance policy will result in automatic cancellation of all optional policy extras.

If you have made a claim, or one has been made against you, during the current period of policy cover, you must pay the full annual premium and you will not be entitled to any refund. If the amount you owe upon cancellation exceeds the amount of any refund calculated on cancellation, we will be entitled to charge you for that amount.

If the premium received by the date of cancellation does not cover the charges described above, we reserve the right to recover any outstanding amount owed to us using the debit or credit card details used to pay for the policy. Where we are unable to recover all money owed to us, we reserve the right to use third party debt collection agencies to progress the recovery, including any administration charges we incur from this process.
In the event of cancellation the black box will remain in your car but it is permanently disabled by us remotely. If you wish you may request for it to be removed.

12.7 Premium payment by instalments and your credit agreement

If you choose to pay your premium by monthly instalments via Direct Debit, or a similar arrangement under a credit agreement, you must pay any deposit we ask you to pay and make sure your instalment payments are kept up to date. The Direct Debit facility and the credit agreement are provided by our third party finance provider, Premium Credit Limited. They will send you a welcome pack detailing their full terms and conditions and begin collecting your instalments. A credit agreement will be included for you to sign and return.

• if you do not pay your deposit we will cancel this policy from the start date
• if you pay your deposit but we receive notification from Premium Credit Limited that you have not made an instalment payment on or before the date it was due, and arrangements are not made to pay the outstanding premium within 14 days of the original due date, we will cancel your policy by writing to you at your last known address 7 days in advance of the cancellation date. The policy will end when the 7 days’ notice runs out. Upon cancellation we will charge you as follows:
  a) If you have not made a claim or no claim has been made against you during the period up to the effective date of cancellation of this policy:
     • a charge on a proportionate basis for the period of policy cover that you have already received, or the miles you have used, whichever amount is higher; and
     • our administration fee which is charged at cancellation as shown in our Important Information.
  b) If you have made a claim, or one has been made against you, during the period up to the effective date of cancellation of this policy then the full amount of premium may become due and payable and all unpaid premium may be deducted from the claims settlement otherwise payable to you, and we will seek to recover any outstanding premium directly from you.

If the amount you owe upon cancellation of the policy exceeds the amount of any refund calculated on cancellation, we will be entitled to charge you for that amount.

You agree that we will pay to Premium Credit Limited any return of premium that we would otherwise have to return to you under this policy (after all deductions which we are entitled to make under this policy) if Premium Credit Limited notify us in writing that you are in default under the credit agreement or that the credit agreement has been cancelled. If we make any payment to Premium Credit Limited under this clause:

• it will only be for an amount necessary to clear or reduce the amount of monies that you owe under your consumer credit agreement with Premium Credit Limited in respect of the premium payable under this policy
• we will no longer have to return to you any portion of the premium that we have paid to Premium Credit Limited under this clause
• nothing in this clause confers any rights on Premium Credit Limited under this policy.

If you choose to cancel your credit agreement:

• you may cancel the credit agreement within 14 days of Premium Credit Limited receiving the signed credit agreement back. If you would like to cancel the credit agreement, please write to Premium Credit Limited at the address shown on your documents
• cancelling your Direct Debit or credit agreement does not mean that you have cancelled your policy
• if you cancel the credit agreement but you choose to continue cover under your policy, you will need to pay the full premium to us; otherwise we will cancel your policy in accordance with the cancellation terms of this policy under Section 12.6
• if you cancel your credit agreement and you also wish to cancel your policy, you must notify us and comply with the cancellation terms of Section 12.6 under the heading “You can cancel your policy”.

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12.8 Documents and information you may need to send us
If we request them, you must send us any documents or provide us with information we may reasonably require to help us validate you or any person named on your Certificate of Motor Insurance and/or the details of your car.
Examples of documents or information we may require include driving licences, vehicle registration document, proof of MOT, proof of No Claim Discount or proof of address.

Section 13 General exceptions

13.1 Change of car – notification and acceptance
We will not make a claim payment unless:

- you have given us details of your new car, and
- we have issued a new Certificate of Motor Insurance.

13.2 Driving and use
We will not make a claim payment and we are entitled to cancel your policy without returning premium if any vehicle your Schedule allows you to drive was being:

- driven or used other than in accordance with your Certificate of Motor Insurance
- driven by any person not described on your Certificate of Motor Insurance as a person who is entitled to drive
- driven by any person who is disqualified from driving or does not have a driving licence which is valid in the territory where the claim occurred
- driven by any person who is breaking the conditions of their driving licence.

We will not make a claim payment where your car is used whilst being rented out or hired either informally or formally via a peer to peer hiring scheme (including when the hirer is using or in possession of your car).

13.3 Contractual liability
We will not make a payment for any liability resulting solely from a contract or agreement you have with another party unless we would have been otherwise responsible.

13.4 Radioactivity
We will not pay for direct or indirect loss, damage or liability caused by, contributed to, or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any component of this type of assembly.

13.5 War, terrorism, riot, civil unrest
We will not make a payment in the event of:

- war, civil war, rebellion or revolution except when we have to meet the requirements of the Road Traffic Acts, or
- terrorism and/or any action taken in controlling, preventing, suppressing or in any other way relating to terrorism except when we have to meet the requirements of the Road Traffic Acts
- riot or civil unrest that happens outside England, Scotland, Wales, the Isle of Man, or the Channel Islands.
13.6 Misrepresentation and non-disclosure
If you have made a false statement, misrepresentation or have withheld information when providing the information which is detailed in your Statement of Fact, Schedule or Certificate of Motor Insurance, we may not make a payment in respect of a claim and your policy may be cancelled with no return of premium.

13.7 The black box
In the event that you, or any named driver on the Certificate of Motor Insurance, or anyone with your knowledge, remove, attempt to remove, damage or otherwise tamper with the black box, we have the right to immediately cancel your policy and to claim any amounts owed by you under the terms of your policy.

13.8 Fraud
If you make any claim, or part thereof, which is in any way false, fraudulent or exaggerated, or if you support a claim with any false or fraudulent statement or documentation, you will lose all benefit under this policy.

If we have made a payment it would not otherwise have made, you will be required to repay that amount to us.

We share information with other insurers, law enforcement and fraud prevention agencies for the purposes of preventing and/or prosecuting fraud and money laundering.

All cover under this policy will be cancelled from the date of your fraud or deliberate or reckless misrepresentation and any premium paid will be retained by us. If as part of a claim we have provided you with a temporary replacement car then you will be required to return that to us when we, or the supplier of the temporary replacement car, ask you to do so.

13.9 Public authorities
We do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying your car.

13.10 Car sharing
Accepting payments from passengers as part of a car sharing arrangement will not affect your cover if:

- the passengers are being given a lift for social, commuting or similar purposes
- your car is not built or adapted to carry more than eight passengers
- this is not part of a business of carrying passengers, and
- money received does not produce a profit.

13.11 Matters out of our control
The black box requires technology for the collection and transmission of data which may be adversely impacted by events beyond our control. We will not cover any loss or damage caused by, or related to, any error or fault in the collection and transmission of data resulting from matters which are beyond our control, such as power failures, or natural events that cause an interruption in transmission.

13.12 Drink or drugs exclusion
If a claim occurs whilst you, or any person named on your Certificate of Motor Insurance, is:

- driving over the legal limit for alcohol;
- driving under the influence of drugs whether prescribed or otherwise; or
- driving and subsequently failing to provide a sample of breath, blood or urine when required to do so, without lawful reason;

then there will be no cover for your car under this policy and we reserve the right to recover any
costs we incur under this policy from you or the driver of the car. We also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings.

13.13 Unlawful use exclusion
If a claim occurs whilst you, or any person named on your Certificate of Motor Insurance, is using your car for any criminal purposes (including avoiding lawful apprehension), or deliberately using your car:

• to cause damage to other vehicles or property; and/or
• to cause injury to any person and/or to put any person(s) in fear of injury;

then there will be no cover for your car under this policy and we reserve the right to recover any costs we incur under this policy from you or the driver of the car. We also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings.

Notifying claims and our claims service
This applies to all claims under this Private Car Policy Document other than claims in respect of Section 11 (Motor Legal Protection) where you should follow the guidance in Section 11 about making a claim.

If you want to make a claim under your policy:

• you must call us as soon as possible after the incident leading to the claim occurs, and no later than 24 hours after discovery of the incident occurring
• give us as much information about the incident as you can. We will explain what this policy covers and if you have to pay any excess
• wherever possible, speak to us before you make any arrangements for replacement or repair
• do as much as you can to reduce or minimise the loss or damage (provided it is safe to do so).

If you need to make a new claim our team offers help and advice 24 hours a day, 365 days a year and is available on 0330 022 2525.

Once you have contacted our claims team, we will, wherever possible, take care of all the necessary arrangements e.g. to repair the damage to your car, and, provided the incident is covered, settle the bill (apart from the excess) directly with the supplier.

If your car has been stolen:

• please tell the police if your car is stolen and obtain from them a crime reference number
• please call us on 0330 022 2525 as soon as possible, or at least within 24 hours of discovering the theft, so we can monitor the location of your car and liaise with the police.

If you wish to make a claim for repairs or replacement to glass in windscreens or windows please call us on 0330 022 9449 before any work is carried out.

Occasionally we might not be able to confirm immediately that the incident is covered under your policy. In this event we will still help you in organising the repairs, but you will be responsible for any charges which are not covered under this policy.
If we do not provide the expected service

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

If you need to make a complaint about your policy please contact us using the following details:

- Address: Complaints Officer at Tesco Bank Box Insurance, PO Box 1308, Newcastle upon Tyne, NE12 2BF
- Email: complaints.service@boxins.tescobank.com
- Telephone: 0330 022 2202

If you need to make a complaint about your Claim, the phone number is 0330 022 2525, and the email address is complaints.claims@boxins.tescobank.com

Please quote the policy number shown on your Schedule and explain the nature of your complaint. We will then write to you with our final decision.

If you are not satisfied with the final decision regarding your complaint or you have not received the final decision within eight weeks, you can contact the Financial Ombudsman Service at:

- Website: www.financial-ombudsman.org.uk
- Email: complaint.info@financial-ombudsman.org.uk
- Telephone: 0800 023 4567 or 0300 123 9123

You must approach the Financial Ombudsman Service within 6 months of either our summary resolution or final response letter to your complaint. Please note that if you do not refer your complaint within the 6 months, the Financial Ombudsman Service will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to seek and take legal action.

If you have purchased a Tesco Bank Box Insurance product online you can submit a complaint through the Online Dispute Resolution (ODR) platform. You can access the ODR website at http://ec.europa.eu/odr

Financial Services Compensation Scheme

Each insurer is covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our liabilities you may be entitled to compensation under the scheme. Further information is available at: www.fscs.org.uk
Customer Services Line
0330 022 2202
Lines are open Mon–Fri 8am–8pm
Sat 9am–4pm
Bank Holidays 10am–4pm

Discuss an existing claim
0330 022 2525
Lines are open Mon–Fri 9am–5pm

Make a new claim
0330 022 2525
24 hours a day, every day

Need to report an accident or make a claim?
If you need to make a claim just follow these steps:
1. Call us as soon after the incident as possible.
2. Give us as much information about the incident as you can, including contact details for anyone involved.
3. Wherever possible, speak to us before you make any arrangements for replacement or repair.