

Policy Booklet

Inside you'll find full details of your:

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

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Welcome to your Tesco Bank Car Insurance policy

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

You must read this Policy Booklet along with **your Schedule**, **Certificate of Motor Insurance** and **Statement of Fact**, as together they form **your** policy documents and give **you** full details of **your** cover and show which sections of the policy are applicable to the policy cover **you** have. If **you** have any questions about **your** policy documents, any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your** policy, please call the Customer Services Line.

This Policy Booklet relates to car insurance products provided under Tesco Bank Car Insurance. Depending on the type of product **you** have selected, **your** insurance will cover **you** for different things. Check **your** policy **Schedule** to see which Sections of this Policy Booklet apply to **you**.

Important – Are your details correct?

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the Police to identify whether a vehicle has valid insurance by checking its registration number against the database.

It is vital that the MID holds the correct registration number. If it is incorrectly shown on the MID you are at risk of receiving a fine or, ultimately, having your vehicle seized by the Police. Check your policy documents carefully to ensure that the registration number is correct.

Stay Insured, Stay Legal – Penalties for uninsured motor vehicles

It is a legal requirement to have continuous insurance in place for **your** vehicle and if there is no record on the MID showing the vehicle is insured, and **you** have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification), **you** may receive a letter from the DVLA advising that **you** could face a fine or prosecution, and the vehicle could also be clamped, seized and ultimately, destroyed.

This law applies in England, Scotland & Wales. It does not apply in Northern Ireland, the Channel Islands and the Isle of Man, although it is still a legal requirement to be insured for any vehicle **you** drive.

You can check that the details held about **your** vehicle on the MID are correct by visiting **www.askmid.com**

Here are some quick and handy tips

If you have had an accident

Follow these steps if **your** car is involved in an accident:

1. Stop if there has been injury to a person, animal, vehicle or property at the roadside
2. Make sure both **you** and **your** passengers are safe and out of danger
3. Call 999 for emergency help or if the accident has left a dangerous situation
4. If another driver is involved, please ask for their details – name, address, telephone number, insurance company and car registration details
5. Do not admit blame or liability for the accident – **we** suggest **you** say **you** have to discuss it with **your** insurer.

Make a note of what happened in case **you** need it later on. **We** suggest **you**:

- note the time, name of the road and location
- make a note of how many passengers were in the other vehicles involved
- draw a diagram of the position of all vehicles involved
- write down the driving conditions i.e. raining, dark
- take photos of damage or evidence
- try and get witness statements and their contact details

Report the accident to **us** as soon as **you** can on the telephone number highlighted on **your Schedule**, even if **you** do not want to claim.

Making a claim: overview

We know how stressful it can be if **your** car is involved in an incident, however the sooner **you** report it, the sooner **we** can help **you**. **You** must tell **us** within 7 days of becoming aware of any incident that may result in a claim under this policy, even if **you** do not intend claiming for **your** own car.

Call **our** 24-hour UK-based claims line highlighted on **your Schedule**. It will be useful if **you** have **your** policy number and details of the incident.

Once **you** have called **we** will:

- register **your** claim
- give **you** a Claims Number to quote
- talk **you** through the process, including confirming what **you're** covered for
- arrange next steps

Getting your car repaired: overview

If **your** car is covered for repairs following an **insured incident**, **we** can help take the hassle away if **you** choose to get it repaired through one of **our** approved repairers. Doing this means that:

- **you** do not need to organise estimates
- **we** will pay the repairer directly (**you** just pay the **excess** to the repairer)
- all repair work is guaranteed for 3 years

Alternatively, **you** can organise estimates and repairs through a garage of **your** choice. **We** will talk **you** through the process so **you** know what to do.

Keeping your car safe

Help protect **your** car by following these handy hints:

1. Do not leave items on display, even if they are not valuable.
2. If **you** have got a garage, please use it. If **you** do not, park in a well-lit area.
3. Buy a steering wheel lock – a great deterrent for thieves.
4. Get **your** registration number etched onto all windows and mark **your** car stereo and other equipment.
5. Never leave **your** keys unattended in or on **your** vehicle.
6. Never leave **your** vehicle documents in **your** vehicle.
7. Keep car keys and vehicle documents out of sight in **your** home as these are often targeted in burglaries.
8. Keep **your** car in good working order and ensure that the wheels, tyres, bodywork and windows meet the legal requirements, and that if required, it has a valid MOT.

Driving other cars

Please check whether **your Certificate of Motor Insurance** allows **you** to drive other motor cars. If **you** are allowed to drive other motor cars, **you** will only have cover for damage **you** cause to other people or their property. It does not provide cover for damage to or loss of the vehicle **you** are driving. **You** are not covered to drive any other vehicle owned or registered to **you** and there must be a current and valid policy of insurance covering the vehicle **you** are driving. **You** should refer to Section H of this policy booklet for full details of the terms and conditions that apply to this cover. Please note that if **you** have this cover it only applies to **you**, it does not apply to any other drivers named on the policy or **Certificate of Motor Insurance**.

Multiple changes of vehicle

We may refuse to continue cover if **you** make more than three changes of vehicle during a **period of Insurance** and if **we** do continue cover **you** may be asked to provide evidence that **you** are the owner and/or the registered keeper of the vehicle.

Dealing with others on your behalf

If **you** require additional support to access or service **your** policy, **we** can allow others to deal with **your** policy on **your** behalf. **You** can nominate a representative to deal with **your** policy on **your** behalf. Additionally, where **your** spouse or partner is a named driver, **we** will deal with them as if they were a nominated representative. A nominated representative will be able to do everything that **you** can do under the policy (including, for example, update personal information, make changes to the policy including changing the vehicle details, and take decisions on **your** behalf such as deciding to add or remove named drivers), with the exception of cancelling the policy – only **you** will be able to cancel the policy.

Any person dealing with **your** policy on **your** behalf will still need to be able to answer security questions. As we will treat any instruction from a nominated person as if it has come from **you**, please give careful consideration to who **you** wish to nominate to act on **your** behalf. If **you** would like to appoint a representative, remove the authority for any person to deal with **your** policy, or would like further information, please contact **us** on **0345 673 0000** (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).

Meanings of Words

Certain words in this policy are printed in bold. These words have particular meanings which are shown below. These meanings do not apply to Section M or Optional Cover – Motor Legal Protection, as these contain a table setting out the meaning of words used in these sections only. From page 34, the Privacy Notice uses a wider definition of the words ‘**we**’, ‘**us**’ and ‘**our**’.

Administrator	Tesco Personal Finance plc (trading as ‘Tesco Bank’) 2 South Gyle Crescent Edinburgh EH12 9FQ Customer Services Line 0345 673 0000 (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).
Certificate of Motor Insurance	The proof of the motor insurance you need by law. The Certificate of Motor Insurance shows: <ul style="list-style-type: none">• what car is covered;• who is allowed to drive the car; and• what the car can be used for. If your Certificate of Motor Insurance allows driving by any driver, please refer to your Schedule for any restrictions that may apply.
Endorsement	A clause that alters the standard cover provided by the policy. If any endorsements apply to your policy they will be shown on your policy Schedule .
Excess	The part of a claim you must pay. Sometimes more than one excess can apply, in which case we add them together.

Geographical limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while the car is being transported between any of these places.
Hazardous goods	Goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road, such as: explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.
Insured incident	An event that results in a valid claim under this policy.
Market value	The cost of replacing the car with one of similar age, type, specification, mileage and condition, immediately before the loss or damage happened.
Partner	Your husband, wife, civil partner or partner living at the same address as you and sharing financial responsibilities.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in the Schedule .
Schedule	The latest Schedule we have issued to you . This forms part of the contract of insurance. It gives details of the period of insurance , the sections of the policy that apply, the premium you have to pay, the car which is insured and details of any excesses or endorsements .
Statement of Fact	The form that shows the information that you gave us , or was given to us on your behalf. This forms part of the contract of insurance.
The car	Any motor vehicle that you have given us details of and for which we have issued a Certificate of Motor Insurance . The car's registration number will be shown on your latest Certificate of Motor Insurance . Accessories, including child seats and spare parts are included in the definition of the car when they are with the car or locked in your own garage.
Van	A vehicle designed to carry goods and four or less passengers. The vehicle must weigh less than 3.5 tonnes GVW (Gross Vehicle Weight). If your vehicle is a van , all references in the policy to the or your car also mean your van , unless we specifically state otherwise.
We, our, us	The authorised Insurer or Lloyd's syndicate shown on the Schedule and the Certificate of Motor Insurance .
You, your	The person shown under 'Policyholder details' on the Schedule .

Contract of insurance

This policy together with the **Schedule** and **Statement of Fact** form a contract of insurance between **you** and the insurers named in **your Schedule**. Apart from Section M and the Optional Cover - Motor Legal Protection, all of this policy is underwritten by the insurer that is named on both **your Schedule** and **your Certificate of Motor Insurance**. Section M and the Optional Cover - Motor Legal Protection are underwritten by AmTrust Europe Limited. This Policy Booklet contains important information about what is covered and what is not covered under this policy. **Your Schedule** will show the details of **your** cover, including which sections of the policy apply and any **excesses** that apply if **you** make a claim.

In return for **you** paying or agreeing to pay the premium, the relevant insurer will provide cover, under the terms and conditions of this policy, the **Statement of Fact** and the **Schedule** for (where applicable under the terms of **your** policy):

- (i) third party liability;
- (ii) accidental injury, loss and damage

which occur during the **period of insurance** within the **geographical limits**. Please note that the **geographical limits** for Section M are more extensive than the rest of **your** policy and are defined in the relevant meaning of words table.

Making a false statement or misrepresenting or withholding information from the **administrator** could result in **your** contract of insurance being voided (as if the policy never existed), all claims under **your** policy being refused and all premiums that **you** have paid being retained. It is **your** responsibility to ensure that all the information that has been given by **you**, or that has been given on **your** behalf, is true and complete. If there are any errors on **your Statement of Fact, Schedule** or **Certificate of Motor Insurance** or the information is not correct **your** policy may be voided. It is an offence under the Road Traffic Act to make a false statement or to misrepresent or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**.

Please contact **our** Customer Services Line immediately if **you** are in any doubt that **your** policy details are not correct to ensure **you**, and any other driver covered by **your** policy, continue to have the full protection of **your** policy.

English law will apply to this contract unless agreed otherwise in writing with the relevant insurer. (If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes in relation to it).

The contractual terms and conditions and other information relating to this contract will be in the English language.

Except as otherwise provided for by law or expressly stated in this policy, no third party shall have any rights under this policy or the right to enforce any part of it.

Please check all documents carefully to make sure that the cover meets **your** requirements.

Thank you for choosing Tesco Bank Car Insurance.

Policy conditions

1. Cancelling your policy

If you cancel within the cooling-off period

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to notify the **administrator** if **you** want to cancel **your** policy. This is known as the 'cooling-off period'. **You** can cancel by phoning the **administrator** and cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date. If cover has not yet started, the **administrator** will refund any premium paid in full. If cover has started, the **administrator** will refund **your** premium for the time that was left on your policy as long as no claims have been made against the policy.

If a claim has been made in the cooling-off period, **you** must pay the full annual premium and **you** will not be entitled to any refund.

If you cancel outside the cooling-off period

After the cooling-off period, **you** can cancel this policy by phoning the **administrator** and cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date.

If no claims have been made during the current **period of insurance**, the **administrator** will refund **your** premium for the time that was left on **your** policy, less its cancellation charge.

If any claim has been made during the current **period of insurance**, **you** must pay the full annual premium, plus a cancellation charge, and **you** will not be entitled to any refund.

If we cancel

The **administrator**, on **our** behalf, or **we** can cancel this policy, for a valid reason or on serious grounds, by sending **you** seven days notice of cancellation to **your** last known address. Examples of a valid reason or serious grounds may include, but are not limited to:

- Non-payment of premium (including missed direct debit payments) that is not resolved following **our** reminders.
- Not providing proof of no claim discount that is not resolved following **our** reminders.
- Failing to comply with the policy conditions, as outlined in the policy booklet.
- Failing to cooperate and/or provide the necessary information required to enable **us**, or the **administrator**, to administer **your** policy, claim or investigate fraud.
- Where fraud is suspected.
- Where threatening, abusive or offensive behaviour has been used towards **us** or the **administrator**.
- Where any change **you** tell **us** about occurring during the term of **your** policy that alters the information on **your** policy documents resulting in **us** no longer being able to continue cover.

If no claims have been made during the current **period of insurance**, the **administrator** will refund **your** premium for the time that was left on **your** policy, less its cancellation charge.

If any claim has been made during the current **period of insurance**, **you** must pay the full annual premium, plus a cancellation charge, and **you** will not be entitled to any refund.

Non-payment of premium

If, for any reason, the premium for **your** time on cover under the policy has not been paid, the **administrator** will contact **you** for payment of the unpaid amount. If payment is not received **we**, or the **administrator**, may:

- cancel **your** policy if **you** are still on cover and apply a cancellation charge; and/or
- require **you** to pay for **your** cover up to the date of cancellation of **your** policy.

The **administrator** may take action against **you** to recover any amount outstanding, and may refer the matter to a debt collection agency if **you** do not pay.

Premium or credit payment by instalments

Cancelling **your** Direct Debit does not mean that **you** have cancelled **your** policy. If **you** are paying **your** premium in instalments or **your** premium is funded by a loan provided under a credit agreement with the **administrator** and the **administrator** or **we** have been unable to collect all due payments, **your** policy will continue and the **administrator** or **we** will contact **you** for payment. If payment is not received the **administrator** on **our** behalf, may cancel **your** policy.

If **your** policy is cancelled for non-payment of premium or credit, the **administrator** will require **you** to pay for **your** cover up to the date of cancellation, plus a cancellation charge.

If any claim has been made during the current **period of insurance**, the full annual premium is due and **you** must continue to pay **your** monthly instalments of premium or credit until they have all been paid. If it is no longer possible to continue paying by Direct Debit, **you** must pay the **administrator** the outstanding balance in full.

2. Changes you must tell the administrator

You must tell the **administrator** about any changes to the information detailed on **your** **Statement of Fact, Schedule or Certificate of Motor Insurance**. Please remember that if **you** do not tell the **administrator** about any changes this could result in **your** contract of insurance being voided (as if the policy never existed), all claims under **your** policy being refused and all premiums that **you** have paid being retained. Some examples of the changes **you** must tell the **administrator** about are as follows:

- **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- There is any change of drivers.
- Anyone who drives **the car** gets a motoring conviction (including fixed penalty offences) or is convicted of a criminal offence.

- Anyone who drives **the car** develops a health condition, which requires notification to the DVLA. Please contact the DVLA if **you** require information on what health conditions need to be notified.
- **You** change the purpose **the car** is used for.
- Anyone who drives **the car** changes job, starts a new job, including any part-time work, or stops work.
- **The car** is changed from the manufacturer's original specification, (excluding manufacturer's optional extras fitted to **the car** from new), such as modifications made to **the car** which alter its value, performance or appearance. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the wheels or suspension, changes to the bodywork, such as spoilers or body kits or changes to the windows, such as tinting.
- **You** change **your** address or the address where **you** keep **the car**.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- The details in **your Schedule** change.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- There is a change to **your** estimated annual mileage.
- Anyone who drives **the car** has insurance refused, cancelled or had special terms put on.
- There is a change of main user of **the car**.
- The owner or the registered keeper of **the car** changes.
- **You** or any other driver covered by **your** policy cease to be a permanent UK resident.

You must tell the **administrator** if any information on the **Statement of Fact** changes. As a result of the change, **your** premium may increase or decrease and the terms of **your** policy may be amended, depending on what the change is. Following any changes the **administrator** will advise **you** of any adjustment (if applicable) to **your** premium or any changes to the terms.

3. Looking after your car

Anyone covered by this policy must take all reasonable steps they can to protect **the car**, and anything in or attached to it, against loss or damage. (This includes making sure that **the car** has all its windows, doors, roof openings and hood closed and locked and all keys or devices are kept securely away from **the car** by **you** or the person authorised to use **the car**.)

The car must be kept in good working order. **We** may examine **the car** at any time. If **we** need to do this, **we** will contact **you** in advance to make suitable arrangements.

4. How to claim under sections A to N excluding M*

Call the claims telephone number highlighted on **your Schedule**. It will be useful if **you** have **your** policy number and details of the incident. **You** must tell **us** within 7 days of becoming aware of any incident resulting in death, injury, damage or loss, irrespective of whether this may lead to a claim under **your** policy. **You** must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy. Failure to notify **us** of an incident within 7 days of **you** becoming aware of it may result in additional costs being incurred which **you** may be liable for and **we** may recover these costs from **you**.

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

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

You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with any claim under the terms of this policy **we** may:

- carry out the defence or settlement of any claim and choose the solicitor who will act for **you** in any legal action; and
- take any legal action in **your** name or the name of any other person covered by this policy.

We can do any of these in **your** name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for that is relevant to **your** claim.

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

6. Other insurance

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

7. Keeping to the terms of the policy

We will only pay claims if:

- any person claiming cover has met with all the terms of the policy, as far as they apply; and
- the declaration and information shown on the **Statement of Fact** is complete and correct as far as **you** know.

8. Fraud

We will not pay any claim which is in any way fraudulent such as false or exaggerated. If **you**, any person insured under this policy, or anyone acting for **you** makes, or attempts to make a fraudulent claim, **we** will cancel **your** policy from the date of the fraudulent act, reject the claim and any subsequent claims and retain any premiums paid. **We** will notify **you** if **we** do this.

If **we** have to make any payments to a third party for any loss or damage **you** have caused to them or their property, **we** have the right to recover those costs from **you**.

Additionally, if **we** have made any payments to **you** in respect of the fraudulent claim **you** must repay that sum to **us**. However, these provisions will not affect any valid claim occurring before the fraudulent claim.

If there has been fraudulent activity to secure cover or benefits under this policy or secure cover at a lower price, this will result in **your** contract of insurance being voided (as if the policy never existed), all claims under **your** policy being refused and all premiums that **you** have paid being retained.

We may also notify the relevant authorities, so that they may consider criminal proceedings.

9. Additional Payments

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

10. Renewal

Approximately 21 days before **your** Tesco Bank Car Insurance policy comes to an end the **administrator** will send either:

- **your** insurance renewal invitation confirming the details of **your** next year's premium, any changes to the terms and whether **you** need to contact the **administrator** to complete **your** renewal; or
- confirmation that the **administrator** is unable to renew **your** policy, so that **you** can arrange alternative insurance.

If **your** policy renews automatically and **your** details have changed or **you** do not wish to renew **your** policy or any of **your** optional extra covers, **you** must inform the **administrator** before **your** renewal date, otherwise **your** policy will be renewed on the terms described in **your** renewal invitation. If **your** policy renews automatically but the **administrator** is unable to automatically renew any part of **your** Tesco Bank Car Insurance policy such as an optional extra cover **you** held during the previous **period of insurance**, they will let **you** know within **your** renewal invitation and will confirm the steps **you** need to take to complete **your** renewal of that part of **your** policy. If the **administrator** does not receive **your** required confirmation before **your** renewal date, the specific part of **your** policy that the **administrator** can not automatically renew will end on the date noted on **your** schedule, however the rest of **your** policy (including optional extras that the **administrator** is able to automatically renew without further steps from **you**) will be renewed.

For automatic renewals, payment will be taken from the card/account details most recently provided. If **you** are not the card or account holder **you** must ensure that the card/account holder has agreed to make the renewal payment and **you** must tell them of any changes to the amount.

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

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

11. Claims as a result of drink or drugs

If a claim occurs whilst **you**, or any person named on **your Certificate of Motor Insurance**, is driving **the car** illegally due to exceeding the legal limit of alcohol or the use of drugs, or the failure to supply a specimen, or provide permission, for alcohol or drug analysis, then there will be no cover for **the car** under this policy and **we** reserve the right to recover any costs **we** incur under this policy from **you** or the driver of **the car**. **We** also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings.

12. Documents and information you may need to send us

If **we** request them, **you** must send **us** any document or provide **us** with information **we** may reasonably require to help **us** validate **your** named drivers and/or **your** vehicle's details.

Examples of documents or information **we** may require include **your** and **your** named drivers driving licence, driving licence number, **your** vehicle registration documents, proof of MOT, no claim discount or proof of **your** address.

Your cover*

(* to be read in conjunction with the policy exclusions on page 31-32.)

Section A – Damage to the car

What is covered

We will pay for damage to **the car** caused by accidental or malicious damage, or vandalism.

See page 16 for details of how we settle claims.

What is not covered

- Loss of or damage to **the car** caused by malicious damage or vandalism when no one is in **the car** unless all its windows, doors, roof openings and hood are closed and locked and all keys or devices are kept securely away from **the car** by **you** or the person authorised to use **the car**.
- The **excesses** shown in the **Schedule** under Section A.
- Loss of or damage to **the car** caused by fire, by theft or by attempted theft.
- Loss of use of **the car**.
- Wear and tear.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to **your** tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational equipment.
- Loss of or damage caused by someone taking **the car** without **your** permission, unless the incident is reported to the police and assigned a crime reference number and **you** do not subsequently make any statement to the police that **the car** was taken with **your** permission.
- Deliberate damage to **the car** by anyone insured under **your** policy.
- Loss or damage to **the car** caused by an inappropriate type or grade of fuel being used.
- The cost of replacing keys, locking devices or locks if the keys or locking device are lost or stolen.

Section B – Windscreen cover

What is covered

If the windscreen or a window in **the car** is chipped or broken during the **period of insurance we** will pay the cost of repairing or replacing it and also pay for scratching to the paintwork caused by the broken glass from the windscreen or window, as long as there has not been any other loss or damage.

If **you** phone Tesco Glass Line on **0345 677 8888** to arrange for the glass to be repaired or replaced, and use one of **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay is £125 for replacement or £40 for repair after deducting the **excess** shown in the **Schedule** under Section B.

If **the car** is fitted with Advanced Driver Assistance Systems (ADAS) and **you** use one of **our** chosen glass companies to repair the windscreen, **we** will also pay for the recalibration of cameras or sensors fitted to the windscreen to operate these systems, if necessary.

A claim under this section only will not affect **your** no claim discount.

The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

What is not covered

- The **excesses** shown in the **Schedule** under Section B.
- Loss of use of **the car**.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- Repair or replacement of any windscreen or window unless it is made of glass.
- Repair or replacement of broken or damaged sunroofs, fixed or moveable glass roof panels and the associated mechanisms.
- The hood or roof structure of a convertible or cabriolet vehicle and the associated mechanisms.
- Deliberate damage caused by anyone insured under **your** policy.
- Any amount greater than the **market value** of **the car**.

Section C – Fire and theft

What is covered

We will pay for loss of or damage to **the car** caused by fire, theft or attempted theft.

See page 16 for details of how **we** settle claims.

What is not covered

- Loss of or damage to **the car** when no-one is in **the car** unless all its windows, doors, roof openings and hood are closed and locked and all keys or devices are kept securely away from **the car** by **you** or the person authorised to use **the car**.
- The **excess** shown in the **Schedule** under Section C.
- Loss of use of **the car**.
- Wear and tear.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage caused by someone taking **the car** without **your** permission, unless the incident is reported to the police and assigned a crime reference number and **you** do not subsequently make any statement to the police that **the car** was taken with **your** permission.
- Deliberate damage to **the car** by anyone insured under **your** policy.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss arising from **the car** being returned to its legal owner, where it is established that **you** are not the legal owner.
- Loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational equipment.
- Loss or damage to **the car** caused by an inappropriate type or grade of fuel being used.
- The cost of replacing keys, locking devices or locks if the keys or locking device are lost or stolen.

How we will settle your claim under sections A or C

We will choose whether to repair **the car** or pay **you** a cash amount equal to the cost of the loss or damage. If **the car** cannot be driven because of damage that is covered under this policy, **we will** arrange and pay for **the car** to be protected and taken to the nearest approved repairer.

We will replace any child seats which are fitted to **the car** at the time of an incident, even if there is no apparent damage.

If **the car** is fitted with Advanced Driver Assistance Systems (ADAS) **we** will pay for the recalibration of cameras or sensors fitted to **the car** to operate these systems, if necessary, following an **insured incident** under Sections A or C.

If the car is economically repairable

If **the car** is repaired by one of **our** approved repairers **you** do not need to get any estimates, and repairs can begin immediately after **we** have authorised them.

We will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**. Repairs made by **our** approved repairers are guaranteed for three years.

We will also pay the costs of delivering **the car** back to the address shown on **your** current **Schedule**, when the damage has been repaired by one of **our** approved repairers.

If **you** do not want to use one of **our** approved repairers, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect **the car**. **We** reserve the right to ask **you** to obtain alternative estimates.

You will have to pay any policy **excess** direct to the repairer.

We will not pay any part of a repair or replacement which improves **your** car beyond its condition before the loss or damage took place unless **you** have agreed to pay the additional cost prior to any work commencing.

The repairer can use parts, including recycled parts that compare in quality to those available from the manufacturer.

If the car is a total loss

Once an approved engineer has inspected and assessed the **market value** of **the car**, **we** will send **you** an offer of payment.

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

If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the balance. Any payment **we** make for total loss will be after **we** have taken off any policy **excess**. When you accept our offer for total loss **the car** will belong to us.

In the event of **your** car being written off or declared a total loss, **your** policy will usually come to an end. However, **we** may allow the policy to continue for a period of up to 28 days from the date **you** receive settlement to allow **you** to put a replacement car on the policy.

If **the car** is written off or declared a total loss **we** will not refund any premium. If **you** are paying by instalments **your** full annual premium remains payable.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

Replacement car

We will not pay more than the **market value** of **the car** unless:

- the loss or damage happens before **the car** is a year old; and
- **you** or **your partner** are its first and only registered keeper; and
- **you** or **your partner** have owned **the car** (or it has been hired to **you** under a hire-purchase or leasing agreement) since it was first registered as new; and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the UK list price including taxes); and
- **the car** was supplied as new within the **geographical limits**.

In these circumstances, if **you** agree, **we** will replace **the car** (and pay delivery charges to the address shown on **your** current **Schedule** or any other address **we** agree with **you**) with a new car of the same make, model and specification.

We will only do this if:

- a car is available within the **geographical limits**; and
- anyone else who has an interest in **the car**, such as a hire purchase or leasing company, agrees.

If **we** cannot replace **the car** with one of the same make, model and specification, **we** will pay the most recent new list price, including VAT (where appropriate), for that specification of car.

Section D – Courtesy Car

What is covered

To keep **you** mobile, within the **geographical limits** only, **we** will offer **you** a small courtesy car (typically a small city car) free of charge, while **the car** is being repaired by one of **our** approved repairers following an accident or **insured incident** that has resulted in a claim under **your** policy.

Once **we** have decided that **the car** can be economically repaired by one of **our** approved repairers and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take.

If **the car** can still be legally driven (in other words, it is roadworthy), **we** will deliver the courtesy car when **the car** is collected for repairs.

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

Your car insurance policy will automatically be extended to cover the courtesy car for the period it is provided to **you** while **your** car is being repaired. All terms, conditions and exclusions of this policy, including the **excesses** shown on **your** policy **Schedule**, will apply to the courtesy car. If **you** have to make a claim for the loss of or damage to the courtesy car this will show on **your** claims history and **your** no claim discount or other features of **your** policy may be revised at **your** next renewal.

What is not covered

- Claims under Section B – Windscreen cover.
- A courtesy car will not be provided if **your** vehicle is declared a total loss.
- A courtesy car will not be provided if the vehicle being repaired is a **van**.
- A courtesy car will not be provided if **you** do not use one of our approved repairers.
- A courtesy car will not be provided if **your** vehicle is stolen, unless it is subsequently recovered and is repaired by one of our approved repairers.

Section E – Personal accident

What is covered

If **you** or **your partner** are accidentally killed or injured while getting into, travelling in or getting out of **the car** (or any other private car that **you** do not own), **we** will pay the following:

- For death – £5,000.
- For total and permanent loss of sight in one eye – £5,000.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £5,000.

We will only pay these amounts if the death or loss happens within three months of the accident.

What is not covered

- Death or injury caused by suicide or attempted suicide.
- Death of or injury to any person driving illegally due to exceeding the legal limit of alcohol or the use of drugs at the time of the accident.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £5,000 to any one person for any one accident.
- If **you** or **your partner**, have more than one motor policy with **us**, **we** will only pay under one policy.

Section F – Medical expenses

What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car**, **we** will, at **your** request, pay up to £100 in medical expenses for each injured person.

Section G – Personal belongings

What is covered

If **you** make a claim under Section A (Damage to **the car**) or Section C (Fire and theft), **we** will cover personal belongings in **the car** that are lost or damaged following an accident, fire or theft involving **the car**.

You are covered for the cost of the item, less an amount for any wear and tear or loss of value through depreciation.

What is not covered

- More than £200 for each incident.
- Any goods, tools or samples that are carried as part of any trade or business.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss or damage when no one is in **the car** unless all its windows, doors, roof openings and hood are closed and locked and all keys or devices are kept securely away from **the car** by **you** or the person authorised to use **the car**.
- Loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational equipment.

Section H – Liabilities to third parties

What is covered

We will cover legal liability incurred by **you** (or by other people as set out in this section H) for the death of or injury to any person and damage to property caused by or arising out of:

Cover for you

- **You** using **the car**.
- Goods falling from **the car**.
- Loading and unloading **the car**.
- **You** using a motor car* not belonging to **you** and not hired to **you** under a hire-purchase agreement or leased to **you** under a leasing agreement, provided that:
 - **you** current **Certificate of Motor Insurance** allows **you** to do so; and
 - **you** have the owner's permission to do so; and
 - **you** still have **the car** and it has not been damaged beyond economical repair nor been stolen and not recovered or declared as off the road using a Statutory Off Road Notification (SORN); and
 - the motor car* is registered within the **geographical limits**; and
 - **you** are not using the motor car* outside of the **geographical limits**; and
 - **you** are not insured under any other insurance to drive the motor car*; and

- there is a current and valid policy of insurance held for that motor car* in accordance with the Road Traffic Acts.

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

- **You** using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

Cover for other people

- Any person driving **the car** with **your** permission (as long as **your Certificate of Motor Insurance** shows that he or she is allowed to drive **the car**). The person driving must not be excluded from driving **the car** by any **endorsement**, exception or condition.
- Any person using (but not driving) **the car**, with **your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of **the car**.
- Any person using **the car**, with **your** permission, to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

We will also pay

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of similar status in any country within the **geographical limits**);
- Legal costs for defending a charge of manslaughter (including a similar charge in any jurisdiction within the **geographical limits**) or causing death by dangerous or careless driving caused by an accident covered under this policy;
- Any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using **the car** for their business;
- Any other costs and expenses for which **we** have given **our** written permission; and
- Charges set out in the Road Traffic Acts.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

What is not covered

- Any solicitor's fees or legal costs, unless **you** have provided **us** with a written estimate which **we** have authorised in writing prior to any costs being incurred.
- Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- Any amount for any one claim or series of claims arising from one event that causes loss of or damage to property while **the car** is being used to carry **hazardous goods**.

- Any loss or damage caused by loading or unloading **the car** when it is not on a public road.
- Any loss or damage caused by using **the car**, or any machinery attached to it, as a tool of trade.
- Loss of or damage to any bridge, weighbridge, viaduct, road or surface which **the car** is being driven on, or anything under the road surface, caused by vibration or by the weight of **the car** or its load.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million for one pollution or contamination event. This amount is inclusive of all costs and expenses up to £250,000.
- Any amount over £20 million for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage. This amount is inclusive of all costs and expenses up to £5 million.

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

Section I – Using your car abroad

What is covered

We will cover **your** minimum legal liability to others while **you** or any permanent driver covered by this policy and named on **your** current **Certificate of Motor Insurance** are using **the car** within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

Currently these countries are:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino & the Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

This cover is the minimum required to comply with the laws on compulsory insurance for motor vehicles. **You** do not need an International Motor Insurance Card (Green Card) for visits to these countries.

We will also provide the cover shown on **your** **Schedule** for up to a total of 90 days in any **period of insurance** while **you** or any permanent driver covered by this policy and named on **your** current **Certificate of Motor Insurance** are using **the car** within the countries referred to above, provided **your** main permanent residence is in the United Kingdom. **We** will provide the cover shown on **your** **Schedule** in the Republic of Ireland as long as **the car** does not remain there for more than 90 consecutive days at any one time.

What is not covered

If **your** **Certificate of Motor Insurance** allows **you** to drive any other vehicle, that cover does not apply outside of the **geographical limits**.

Section J – No claim discount

As long as a claim has not been made during the **period of insurance**, we will increase **your** no claim discount by one year (up to a maximum of 9 years) and a discount for this will be included in **your** renewal premium.

If a claim is made during the **period of insurance**, the discount will be reduced in accordance with **our** step back scale shown in the table below. **You** may also have to pay a higher **excess**.

Current NCD	NCD at renewal after 1 claim in current year	NCD at renewal after 2 claims in current year	NCD at renewal after 3 claims in current year
0-2 Years	0 Years	0 Years	0 Years
3 Years	1 Year	0 Years	0 Years
4 Years	2 Years	0 Years	0 Years
5+ Years	3 Years	1 Years	0 Years

If **we** make a full recovery of the claims cost from a third party **your** no claim discount will be reinstated. Claims made under Section B - Windscreen cover (**your** policy **Schedule** shows if **you** have this cover) will not affect **your** no claim discount.

Section K – No claim discount protection

If **you** have chosen to protect **your** no claim discount, it will not be reduced in the event of a claim provided **you** have no more than two claims in the first policy year.

If **you** renew **your** Tesco Bank Car Insurance policy the terms of **your** no claim discount protection will change. Full details can be found in the table below.

Current NCD (with Protection)	NCD at Renewal after 1 claim in 3 year period	NCD at Renewal after 2 claims in 3 year period	NCD at Renewal after 3 claims in 3 year period	NCD at Renewal after 4 claims in 3 year period	NCD at Renewal after 5 claims in 3 year period
4 years	4 years	4 years (protection lost)	2 years	0 years	0 years
5+ years	5+ years	5 years (protection lost)	3 years	1 years	0 years

The protection provided under this section only applies to **your** no claim discount. It does not protect **your** premium and **you** may have to pay a higher premium and **excess** if any claims are made.

Your no claim discount will not increase in any years in which **you** have a claim.

Section L – In Car Entertainment Equipment

What is covered

We will pay the cost of repairing or replacing **the car**'s audio, navigational, telephone and entertainment equipment caused by accidental or malicious damage, vandalism, fire, theft or attempted theft up to the following amounts:

- a) Unlimited cover for equipment fitted as original equipment by the manufacturer; or
- b) £1,000 for any other equipment provided this equipment is permanently fitted to **the car**.

What is not covered

- Loss of or damage to equipment when no one is in **the car** unless all its windows, doors, roof openings and hood are closed and locked and all keys or devices are kept securely away from **the car** by **you** or the person authorised to use **the car**.
- The **excesses** shown in the **Schedule** under Section A in respect of claims for accidental or malicious damage or vandalism.
- The **excesses** show in the **Schedule** under Section C in respect of claims for fire, theft or attempted theft.
- Loss of use.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- **The car** losing value after, or because of, repairs.
- Loss of or damage resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage caused by a member of **your** immediate family, or a person living in **your** home.
- Loss of or damage to any radar detection equipment.

Section M – Motor Legal Protection (Tesco Legal Guard)

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

This section of **your** policy provides **you** with cover for legal costs and expenses to pursue a claim for compensation in respect of uninsured losses or personal injury arising from a **road traffic accident** for which another party is at fault.

Meaning of words

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

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 . 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 European Union.
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 Insurance including a caravan or trailer whilst attached to it.
We/us/our	Arc Legal Assistance Ltd or as otherwise notified to you by the administrator , acting with good reason (such as where they or the underwriters appoint another third party to administer this section M 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 where:

- a) The **insured incident** takes place within the **period of insurance** and within the **geographical limits**, and
- b) The **action** takes place in the **geographical limits**.

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

How to make a claim

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

Conditions

1. Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured incident**. If **you** do not do so there will be no cover under this policy if, as a result of the delay, **your** prospects of succeeding in the case fall to 50% or less, or **our** costs increase above the level that would otherwise be the case. To report a claim **you** must follow the instructions under the 'How to make a claim' section above.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **You** must supply all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in **excess** of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.
- d) If **you** do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount **you** eventually recover, the **underwriters** shall not be liable for any further **advisers' costs** unless upon being notified of the offer or payment into court **we** agreed to the claim continuing. **We** shall not withhold such agreement without good reason.

- e) The **adviser** must:
 - i) Keep **us** fully advised of all developments and provide such information as **we** may reasonably require
 - ii) Keep **us** regularly advised of **advisers' costs** incurred as required by **us**
 - iii) Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by **us**
 - iv) Where possible, attempt recovery of costs from third parties.
- f) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information reasonably requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **action**, unless we both agree that there is good reason to do so. If **we** do not agree, any costs already paid under this insurance must be reimbursed by **you**.
- i) **You** must instruct the **adviser** to provide **us** with all information that **we** reasonably ask for and report to **us** as **we** direct.

2. Disputes

Any disputes between **you** and **us** in relation to **our** assessment of **your** prospects of success in the case or nomination of solicitor may, where **we** both agree to arbitration, who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.

3. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

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

Cover

Uninsured loss recovery & personal injury

What is insured

You are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident**:

- a) Whilst **you** are in, boarding or alighting the **vehicle** against those whose negligence has caused **your** injury or death, and/or
- b) Against those whose negligence has caused **you** to suffer loss of **your** insurance policy **excess** or other out of pocket expenses. The **adviser** will help **you** identify what these are, but examples of such losses include but are not limited to:
 - Loss of earnings
 - Damage to personal items
 - Alternative travel costs

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

What is not insured

Claims relating to an agreement **you** have entered into with another person or organisation.

General exclusions

There is no cover:

- a) Where the **insured incident** occurred before **you** purchased this insurance.
- b) Where **you** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- c) Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior approval.
- d) For any claim arising from racing, rallies, competitions or trials.
- e) For appeals without **our** prior written consent.
- f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless a conflict of interest arises.
- g) For any **action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made mis-representations to the **adviser**.
- h) Where at the time of the **insured incident**, **you** were disqualified from driving, did not hold a licence to drive (unless **you** previously held a licence and are allowed to have one by law) or the **vehicle** did not have a valid MOT certificate.

- i) For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- j) For any interim disbursements or fees.

Authorisation

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

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

You can check this on the Financial Services Register by visiting the website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768 or the PRA on 0207 601 4878.

Financial Services Compensation Scheme

We and the **underwriters** are covered by the Financial Services Compensation Scheme (FSCS). If **we** or the **underwriters** cannot meet **our** liabilities, **you** may be entitled to compensation from the scheme. **You** can get more information on the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0800 678 1100** or **0207 741 4100**.

European legal and UK tax helpline

Use the 24 hour advisory service for telephone advice on any private legal or taxation problem of concern to **you** or any member of **your** household. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone.

Simply telephone **0345 030 3181** and quote 'Tesco Legal Guard'.

Section N – Additional Cover Features

This section of cover only applies if section N appears on **your Schedule**.

Onward Travel

What is covered

If **you** or any driver shown on the **Certificate Of Motor Insurance** is unable to complete a journey as a result of an incident that gives rise to a valid claim under Section A or C of **your policy**, **we** will refund:

- up to £150 in total towards the costs of travel of the occupants of **the car** to the planned destination or to **your** home.

The travelling expenses will be refunded up to the limit shown above once valid receipts are provided to **us** for reimbursement.

What is not covered

- Incidents outside of the **Geographical Limits**;
- The costs of fuel or other fluids, meals, drinks, newspapers or telephone calls.

Uninsured Driver Promise

What is covered

If **you** make a claim for an accident that is not **your** fault and the driver of the car that hits **your** car is not insured to drive that car, **your** no claim discount will be reinstated and **we** will refund **your excess**, provided:

- **we** establish that the accident is not **your** fault and the driver of the other vehicle has been identified and is not insured; and
- **you** give **us** the make, model and registration number of the car that hit **you**; and
- **you** supply the other driver's name and address, if possible; and
- **you** supply the names and addresses of any independent witnesses to help confirm who is at fault, if possible.

When **you** claim, **you** may initially have to pay **your excess**. Also, if investigations are still ongoing when **your** renewal is due, **you** may lose **your** no-claim discount temporarily.

However, once **we** are satisfied that the accident was the fault of the identified uninsured driver, **we** will refund **your excess**, reinstate **your** no claim discount and refund any extra premium **you** have paid to **us** for any temporary loss of **your** no claim discount.

Theft of Keys

This cover is to help reduce the risk of **your** vehicle being stolen as a direct result of the theft of **the car** keys.

What is covered

We will refund up to £500 in total, after deducting the **excess** shown in the **Schedule** under Section N, towards the cost of replacing:

- the locks for the door, boot, ignition and steering; and
- **the car** keys, transmitter, immobiliser or entry card or device,

if **the car** keys, transmitter or entry card or device have been stolen, provided there is a valid reason to believe the person who has the keys knows the location of **the car**.

We will pay no more than £500, after deducting the **excess** shown in the **Schedule** under Section N, once valid receipts are provided to **us** for reimbursement.

What is not covered

We will not pay:

- the **excess** shown in the **Schedule** under Section N;
- if the keys, transmitter or entry card were in or on **your** vehicle at the time of the theft;
- if the theft of the keys, transmitter or entry card or device is not reported to **us** and the police within 24 hours of discovering it, and **you** have not obtained a crime reference number;
- if the keys, transmitter or entry card are lost;
- if **you** make a statement to the police that the entry device was taken with **your** permission;
- more than the **market value** of **your** vehicle.

Policy exclusions

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

1. We will not pay claims arising directly or indirectly from any of the following:

- **The car** being driven by, or being in the charge of, someone who is not described in **your Certificate of Motor Insurance** as entitled to drive. This includes any person **you**, or any person acting for **you**, have hired **the car** out to.
- **The car** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
- **The car** being driven by someone who does not meet all the conditions of their driving licence.
- **The car** being used for a purpose that is not shown as covered in **your Certificate of Motor Insurance**.
- **The car** being used for any form of courier service or fast food delivery.
- **The car** being used by **you**, someone insured under this policy or anyone using **the car**, to deliberately cause loss, damage, injury, death or liability.

However, this exclusion will not apply while **the car** is with a member of the motor trade for servicing or repair. The policy **excesses** as shown on **your Schedule** will apply.

2. If **you** receive any payment for giving people lifts in **the car**, the policy is not valid if:

- **The car** is made or altered to carry more than eight people including the driver;
- **You** are carrying the passengers as part of a business of carrying passengers; or
- **You** are making a profit from the payments **you** receive.

3. We will not pay claims arising directly or indirectly from any of the following:

- Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
- The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
- Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
- Acts of terrorism, such as:
 - (i) use or threat of force and/or violence; and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes;

and/or any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

4. **We** will not pay claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands.
5. **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.
6. Any decision or action of a court which is not within the relevant **geographical limits** is not covered by this policy unless the proceedings are brought or a judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
7. **We** will not pay claims arising directly or indirectly from any motor car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have vehicular access.
8. **We** will not pay claims for loss or damage resulting from the use of **the car** at any event during which **the car** may be driven on a motor racing track, de-restricted toll road, airfield or at an off road event or on the Nürburgring.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** liabilities **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0800 678 1100** or **0207 741 4100**.

Privacy Notice

Please read this privacy notice carefully as it explains how we use your personal information.

In this privacy notice, “we”, “us” and “our” refers to Tesco Personal Finance plc, trading as Tesco Bank and part of the Tesco group and the insurers who underwrite **your** policy (as named in **your** current **Schedule**) and any holding companies, subsidiaries or linked companies of those insurers, unless otherwise stated. Each of **us** is responsible under the Data Protection Act for the data **we** process about **you**.

This privacy notice will apply to anyone covered under **your** policy or who **you** nominate to act on **your** behalf or who pays **your** premium. **You** must ensure that **you** have shown them this notice and have their permission before giving **us** their personal information.

What sort of information do we hold?

We collect and retain **your** information when **you** access **our** website, complete an application or request a quotation either directly from **us** or via a price comparison website or provide information to **us** either at quotation, renewal, during and after the term of the policy. **You** should let **us** know whenever **your** personal details change.

We may supplement and validate the information **we** hold about **you** with information from third parties such as, but not limited to, the wider Tesco group, credit reference agencies, Claims and Underwriting Exchange (CUE) and publicly available sources to perform checks, assess the accuracy of the information **we** hold about **you** and provide **you** with relevant offers.

We will retain and use information relating to anyone insured under **your** policy or paying **your** premium.

We will also retain information **you** provide to **us** relating to anyone **you** nominate to act on **your** behalf to allow **us** to complete security questions before they can make any changes to **your** policy.

We monitor and record calls to and from **our** customer service centres to improve **our** service and to prevent and detect fraud.

If **you** contact **us** electronically (eg by email or Internet), **we** may collect **your** electronic identifier such as **your** internet protocol address. When **you** visit **our** website, **we** collect information about **your** browsing habits using cookies. Further information is available in the privacy and cookie policy on **our** website www.tescobank.com.

How do we use the information provided?

At quotation, renewal and if **you** make any changes during the **period of insurance**, **we** will use the information **you** provide **us** relating to anyone insured under **your** car insurance policy, to:

- assess **your** financial and insurance risks;
- provide **you** with quotations and any additional terms of cover;
- maintain and update **your** policy;
- record and process claims;

- understand customers' needs and requirements;
- develop and test products and services;
- carry out research and analysis about **our** products and services;
- prevent and detect crime, including fraud.

Tesco Bank will also use any information provided to:

- recover debt; and
- provide **you** with tailored information and offers about products and services that may be of interest to you.

To validate the information **you** have provided, **we** may obtain information about you, all drivers named on **your** policy and anyone who may be paying **your** premiums, from third parties such as credit reference agencies (including publicly available data, previous searches and full electoral register), fraud prevention agencies and other databases. **We** may also check **your**, all drivers named on **your** policy and anyone who may be paying **your** premiums credit status, identity and claims history from other sources including but not limited to the DVLA and the Claims and Underwriting Exchange (CUE). Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft), whether or not **you** think it is likely to give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to that incident to these registers. The agencies will record **our** enquiries. A record of the credit search will be left on the credit file at the Credit Reference Agency. It may be visible to other lenders when they carry out future credit checks. This will not affect **your** credit rating.

We may also provide **your** (or any person included on the proposal) driving licence number (DLN) to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to and at any point during **your** insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about **you** by the DVLA please visit www.dvla.gov.uk.

The DLN may also be used to search **your** (or any person included on the proposal) no claim discount (NCD) details against a no claim discount database to obtain information in relation to **your** NCD entitlement. Such searches may be carried out against driving licence number, name, date of birth, Vehicle Registration Mark (VRM) and postcode.

A search of the DLN with the DVLA or against the NCD Database should not show a footprint against the driving licence.

We may pass details of **your** no claim discount to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage and also at the renewal stage of **your** policy and upon or after the cancellation of **your** policy prior to the expiry date.

How do we use data to prevent fraud?

When **we** process **your** request for insurance cover, assess the terms on which cover may be offered, maintain **your** policy or when **you** make a claim or tell **us** about an incident, **we** may share information which **we** hold and which has been supplied to **us** in connection with any application for insurance that **you** have made or any insurance policy which **you** have with **us**. This information may be shared with the Claims and Underwriting Exchange register (CUE) run by the Insurance Database Service Limited (IDS Ltd), and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help **us** check information that is given to **us** and to prevent or detect crime, including fraud.

We may search against **your** (or any person included on the proposal) driving licence number against details held by the DVLA to confirm **your** licence status, entitlement and restriction information and endorsement/conviction data.

We may also search **your** (or any person included on the proposal) NCD details against a No Claims Discount database to obtain information in relation to **your** NCD entitlement. Such searches may be carried out against **your** (or the relevant person included on the proposal) driving licence number, name, date of birth, Vehicle Registration Mark (VRM) and postcode.

If **you** give inaccurate details or fraud is suspected or identified this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about **you** and others in **your** household on credit, insurance (including claims), debt tracing, and to prevent crime. If such companies suspect fraud, **we** will share **your** relevant personal information with them. **We** may research, collect and use data about you, any person covered by **your** policy, any person paying **your** premiums or any person nominated by **you** to manage **your** policy, from publicly available sources, including social media and networking sites for the purposes of fraud detection or prevention.

Motor Insurance Database

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- i. Electronic Licensing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

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

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

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

How do we use your Clubcard information?

Tesco Bank will use the name and contact details **you** have provided in **your** application to search for a Clubcard number linked to **your** household. Tesco Bank uses this Clubcard information (including shopping purchases) to generate a risk profile for **your** household, which is used to calculate the level of Clubcard discount Tesco Bank and its insurers may offer you. This risk profile may be shared with **our** select panel of insurers in order for any discount to be applied. Tesco Bank does not share transactional Clubcard data (including shopping purchases) with its insurers. The Clubcard discount is only ever used to improve the price of **your** premium.

Clubcard information is used in this way whenever **you** are given a quote, including at renewal and if **you** make any changes to **your** policy and when selecting offers which may be of interest to you.

Tesco Bank may also use Clubcard information to confirm the details **you** have submitted to protect from identity theft, misrepresentation, fraud and to inform lending decisions. Clubcard information will only be used where it will have a positive impact.

Tesco Bank may access the information collected through the use of **your** Clubcard to help **us** improve **our** service to **you** and to make **our** communications more relevant.

Who do we share information with?

We will share **your** information:

- where **we** have to do so or where we're allowed to do so by law;
- with statutory bodies and regulatory authorities; or
- with third party agencies including but not limited to, credit reference agencies and fraud prevention agencies for the purposes explained in this notice;
- in other circumstances where **we** have **your** permission.

The insurer(s) shown on **your** Schedule may also share **your** information:

- with the Claims and Underwriting Exchange (CUE) for the purposes explained in this notice;
- with Tesco Bank to update **your** claims history;
- with other companies that help **us** to provide **our** services;
- with other insurers or reinsurers.

Tesco Bank may also share **your** information:

- with the insurers shown in **your** Schedule;
- if **we** need to do this to manage **your** policy with **us** (as set out previously)
- with its panel of insurers to enable them to return a quotation to you, when **you** complete an application, request a quotation and at renewal.
- with named drivers where they are **your** spouse or **partner** and anyone **you** nominate to act on **your** behalf;
- for aggregated market research purposes where **you** will not be identifiable;
- with other companies that help **us** to provide **our** services including companies that provide or may provide funding or services to **us** or help **us** recover debt;
- with other lenders or companies to whom **we** transfer or may transfer **our** rights and obligations under **our** agreement with you;
- with the wider Tesco Group in connection with the operation of **your** Clubcard account, for example to allocate points or discounts, or where **you** have agreed to receive marketing, but **we** don't share more information than **we** need to.

Do we process sensitive personal data?

We may occasionally use data which the Data Protection Act 1998 defines as “sensitive personal data” where necessary, for example where **you** tell **us** that **you** have medical condition which requires special treatment or where **we** have to use information relating to criminal convictions in connection with **your** insurance policy.

How will we contact you?

We may contact **you** by phone or post and, if **you** provide **us** with an email address or mobile phone number, **we** may send **you** emails or text messages about **your** application or policy. As texts and emails can be intercepted, **we** will keep confidential information to a minimum and **you** should never send **us** any confidential information via text or email.

Will we send you marketing information?

If **you** agree to receive marketing, **we** may use **your** information and data obtained from third parties such as credit reference agencies to provide **you** with tailored offers and quotations and to keep **you** informed of products and services that may be of interest to **you** by post, telephone, text and email. The agencies may record **our** enquiries. This will not affect **your** credit rating.

You can opt out of marketing during the quotation process or at any time by using the unsubscribe options when **we** contact **you** or by calling the customer services line shown on **your** policy documents and on **our** website.

We may provide **you** with tailored marketing information through other channels such as at tills when **you** shop in Tesco, but only where **you** are opted into receive marketing communications.

Tesco Bank may also display tailored online advertising on third party websites, such as social media sites, sites operated by internet service providers and sites which sell advertising space.

Tesco Bank may use the information that **we** hold about **you** to personalise the advertisements to **you**. Where **we** display personalised advertisements on third party sites, **we** display the Ad Choices logo which **you** can click on for further information about online behavioural advertising.

For sites **you** have subscribed to, such as social media sites and email providers the terms and conditions and privacy policy for that site will explain how advertisements are displayed.

Will we send information provided to other countries?

We might do this, for example where **our** service provider has a data centre overseas, but only when **we** can be sure **your** information will be adequately protected. **Your** information may be accessed by law enforcement agencies and other authorities. They do this to prevent and detect crime, or to comply with other legal obligations.

How long will we keep information provided?

We keep **your** information for as long as **we** need to for the purposes as outlined in this notice. **We** will retain **your** information for these purposes after **your** policy has come to an end.

What will happen if we change how information is used?

If **we** think **you** would not expect this change, **we** will write and tell **you** about it. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Can you see the information we hold about you or find out more about how we use your information?

You are entitled to receive a copy of the information **we** hold about you. If **you** would like a copy of **your** information held by an insurer or service provider listed in **your** Schedule or if **you** would like to receive further details of the fraud prevention and other databases **we** access or contribute to, please contact the Data Protection Officer at the relevant address shown on **your** Schedule.

If **you** would like a copy of **your** information held by Tesco Bank, please contact the Data Protection Officer for Tesco Bank at the following address:

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

In all cases please give **your** name, address and (if **you** have one) **your** insurance policy number. **You** may be charged an administrative fee of up to £10. Details will be provided at the date of request. **We** will respond within 40 days of receiving the request, fee and any details required to locate **your** information or verify **your** identity. If any of the details are incorrect, let **us** know and we'll amend them.

What to do if you have a complaint

In this complaints section **we**, **us** and **our**, mean the **administrator** as specified in this Policy Booklet, as well as the Insurers or Lloyd's syndicate, named in **your** current **Schedule** and any holding companies, subsidiaries or linked companies.

If **you** have experienced a problem in relation to **your** Tesco Bank Car Insurance policy, **we** will aim to resolve it as quickly and fairly as possible. **We** have the following complaints procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

Step 1: Let us know

If you have a complaint about your policy:

- Telephone Tesco Bank on **0345 673 0000** or **0113 820 9992** if calling from a mobile; or
- Write to Tesco Bank at the address shown below:

Customer Relations Manager
Freepost RSJB-RYLK- JKUX, Tesco Bank Complaints,
P.O. Box 277, Newcastle Upon Tyne NE12 2BU

If you have a complaint about your claim:

- Contact **your** claim handler first. **You** will find their details on any letters they have sent to **you**; or
- Write to the Claims Manager who will ensure that the matter is dealt with at a senior level. The address can be found on any letters that **you** have received.

Where possible **we** will always aim to resolve **your** complaint when **you** first contact **us**, however some complaints may take longer to resolve. If for any reason **you** remain dissatisfied with **our** written response or **you** have not received a final response letter within eight weeks, **you** may escalate the matter as outlined in Step 2.

Step 2: Contact the Financial Ombudsman Service

If **you** are not satisfied with **our** final decision regarding **your** complaint or **you** have not received **our** final decision within eight weeks, **you** can write to:

Financial Ombudsman Service
Exchange Tower, London E14 9SR

www.financial-ombudsman.org.uk

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

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

Online Dispute Resolution (ODR)

If **you** purchased **your** policy with **us** online **you** may also be eligible to complain using the ODR service. Further information on ODR can be obtained at <http://ec.europa.eu/odr> or on the "Make a complaint" section of the Tesco Bank website. Please note that using the ODR service will not mean that **your** complaint is resolved more quickly than if **you** complain to **us** directly.

Optional Cover – Motor Legal Protection (Tesco Legal Guard)

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

This policy forms a contract of insurance between **you** and the Underwriters. This policy booklet contains important information about what is covered and what is not covered under this policy.

Motor Legal Protection provides **you** with cover for legal costs and expenses to pursue a claim for compensation in respect of uninsured losses or personal injury arising from a **road traffic accident** for which another party is at fault.

About your Insurance

Thank **you** for choosing Motor Legal Protection (Tesco Legal Guard) which is arranged and administered by Tesco Personal Finance plc (trading as Tesco Bank), and is provided by Arc Legal Assistance Limited and is underwritten by AmTrust Europe Limited.

Tesco Personal Finance plc (trading as Tesco Bank) and AmTrust Europe Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Tesco Bank's Financial Services Register number is 186022, AmTrust Europe Limited's Financial Services Register number is 202189 and Arc Legal Assistance Limited's Financial Services Register number is 305958. This information can be checked on the Financial Services Register by visiting the FCA website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 1116768 or the PRA on 020 7601 4878.

Motor Legal Protection (Tesco Legal Guard) covers **advisers' costs** up to £100,000 where:

- a) The **insured incident** takes place within the **period of insurance** and within the **geographical limits**, and
- b) The **action** takes place in the **geographical limits**.

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

You must read this section of **your** Policy Booklet in conjunction with **your** Schedule and Statement of Fact. Certain words in this policy are printed in bold. The meaning of those words is explained in the section headed Meanings of Words.

If **you** have any questions about **your** cover or documents, please call the Customer Services Line on 0345 673 0000. Lines are open Mondays to Friday 8am to 9pm, Saturday to Sunday 9am to 5pm.

Meaning of Words

Throughout this Motor Legal Protection (Tesco Legal Guard) Policy Booklet certain words and phrases are printed in **bold**. These have the meanings set out below.

Action	The pursuit of civil proceedings following a road traffic accident .
Administrator	Tesco Personal Finance plc (trading as 'Tesco Bank') 2 South Gyle Crescent Edinburgh EH12 9FQ Customer Services Line 0345 673 0000 (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).
Adviser	Our specialist panel of solicitors or their agents appointed by us to act for you , or, where agreed by us , another legal representative nominated by you .
Advisers' costs	Legal fees and costs incurred by the adviser . Third party's costs shall be covered if awarded against you .
Car Insurance Policy	The Tesco Bank Car Insurance Policy for which a Schedule has been issued that states you have a Motor Legal Protection (Tesco Legal Guard) Policy .
Conditional fee agreement	An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.
Geographical limits	The European Union.
Insured incident	A road traffic accident involving the vehicle that takes place within the geographical limits which results in you suffering uninsured losses or personal injury or death.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in your Schedule.
Policy	This Motor Legal Protection (Tesco Legal Guard) contract of insurance.
Road traffic accident	A traffic accident in the geographical limits involving the vehicle occurring during the period of insurance for which you are not at fault and for which another party is at fault.
Standard advisers' costs	The level of advisers' costs that would normally be incurred by underwriters in using a nominated adviser of our choice. If you nominate your own 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 Insurance including a caravan or trailer whilst attached to it.
We/us/our	Arc Legal Assistance Ltd or as otherwise notified to you by the administrator , acting with good reason (such as where they or the underwriters appoint another third party to administer this section M of your policy).
You/your	The policyholder named in the Schedule to which this cover attaches. This is extended to include the authorised driver and passengers.

Policy Conditions

1. Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured incident**. If **you** do not do so there will be no cover under this **policy** if, as a result of the delay, **your** prospects of succeeding in the case fall to 50% or less, or **our** costs increase above the level that would otherwise be the case. To report a claim **you** must follow the instructions under the 'How to make a claim' section on page 45.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **You** must supply all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.
- d) If **you** do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount **you** eventually recover, the **underwriters** shall not be liable for any further **advisers' costs** unless upon being notified of the offer or payment into court **we** agreed to the claim continuing. **We** shall not withhold such agreement without good reason.
- e) The **adviser** must:
 - i. Keep **us** fully advised of all developments and provide such information as **we** may reasonably require
 - ii. Keep **us** regularly advised of **advisers' costs** incurred as required by **us**
 - iii. Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by **us**
 - iv. Where possible, attempt recovery of costs from third parties.
- f) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information reasonably requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **action**, unless **we** both agree that there is good reason to do so. If **we** do not agree, any costs already paid under this insurance must be reimbursed by **you**.
- i) **You** must instruct the **adviser** to provide **us** with all information that **we** reasonably ask for and report to **us** as **we** direct.

2. Disputes

Any disputes between **you** and **us** in relation to **our** assessment of **your** prospects of success in the case or nomination of solicitor may, where **we** both agree to arbitration, who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.

3. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

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

What is Covered

Uninsured loss recovery & personal injury.

What is insured

You are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident**:

- a) Whilst **you** are in, boarding or alighting the **vehicle** against those whose negligence has caused **your** injury or death, and/or
- b) Against those whose negligence has caused **you** to suffer loss of **your** insurance **policy** excess or other out of pocket expenses. The **adviser** will help **you** identify what these are, but examples of such losses include but are not limited to:
 - Loss of earnings
 - Damage to personal items
 - Alternative travel costs

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

What is not insured

Claims relating to an agreement **you** have entered into with another person or organisation.

General exclusions

There is no cover:

- a) Where the **insured incident** occurred before **you** purchased this insurance.
- b) Where **you** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the adviser.
- c) Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior approval.
- d) For any claim arising from racing, rallies, competitions or trials.
- e) For appeals without **our** prior written consent.
- f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless a conflict of interest arises.
- g) For any **action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the adviser.
- h) Where at the time of the **Insured incident**, **you** were disqualified from driving, did not hold a licence to drive (unless **you** previously held a licence and are allowed to have one by law) or the **Vehicle** did not have a valid MOT certificate.
- i) For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- j) For any interim disbursements or fees.

How to make a claim

Call the Claims helpline as shown in **your policy** Schedule. **We** will assess the claim, and if covered send details to the **adviser** who will then contact **you** to discuss any assistance **you** require (including for alternative travel or **Vehicle** repairs).

European legal and UK tax helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone.

Simply telephone 0345 030 3181 and quote 'Tesco Legal Guard'.

Complaints or comments

We hope **you** will be completely happy with **your policy** and the service provided. If **you** are not satisfied **we** would like to know and **we** will aim to sort it out as quickly and fairly as possible. **We** have the following complaint procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

Step 1: Let **us** know if **you** have a complaint about **your policy**:

- Telephone Tesco Bank on 0345 673 0000; or
- Write to Tesco Bank and send to:

Customer Relations Manager
Freepost RSJB-RYLK-JKUX
Tesco Bank Complaints
P.O. Box 277
Newcastle Upon Tyne
NE12 2BU

If **you** have a complaint about **your** claim: Contact **your** claim handler or claims manager first. **You** will find their details on any letters **you** have received.

Step 2: Contact the Financial Ombudsman Service

If **you** are not satisfied with **our** final decision regarding **your** complaint or **you** have not received **our** final decision within eight weeks, **you** may ask the Financial Ombudsman Service to review **your** case by contacting:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Tel: 0800 023 4567 or 0300 123 9 123 Fax: 0207 964 1001

Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure or contacting the Financial Ombudsman Service at any stage of **your** complaint will not affect **your** legal rights.

Cancellation

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

If **your car insurance policy** is cancelled at any time, this **policy** will automatically be cancelled as well.

If **you** cancel **your policy** within 14 days of receiving **your policy** documentation (or from the start date of the **policy** if this is later) then the **administrator** will refund the cost of **your** cover providing no claim has been made.

If **you** cancel **your policy** after 14 days, there is no entitlement to a refund, and if **you** pay by instalments, the remaining premium must be paid.

The **administrator** or the insurer can cancel this **policy**, for a valid reason or on serious grounds, by sending **you** seven days' notice of cancellation to **your** last known address. Examples of a valid reason or serious grounds may include, but are not limited to:

- Non-payment of premium (including missed direct debit payments) that is not resolved following **our** reminders.
- Failing to comply with the terms and conditions of this **policy** and **your** car insurance **policy**, as outlined in the respective **policy** booklets.
- Failing to cooperate and/or provide the necessary information required to enable **us**, or the **administrator**, to administer **your policy**, claim or investigate fraud.
- Where fraud is suspected.
- Making a false statement or misrepresenting information to the **administrator**.
- Where threatening, abusive or offensive behaviour has been used towards **us** or the **administrator**.
- Where any change **you** tell **us** about and which occurs during the term of **your policy**, that alters the information on **your policy** documents, results in **us** no longer being able to continue cover.

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

Renewal of your policy

When **your** car insurance **policy** is renewed, the **administrator** will automatically renew this **policy**. If **you** do not want to renew this **policy**, all **you** need to do is let the **administrator** know.

Recording calls

We may monitor or record telephone calls to:

- Provide a record of the instructions received from you.
- Help monitor quality standards and assist with staff training.
- Meet legal and regulatory requirements.

Privacy Notice

Please refer to the Tesco Bank Car Insurance policy booklet for full details on how **your** information will be used and shared. This information is also available online at www.tescobank.com.

Sensitive information

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

Further information

You are entitled to receive a copy of the information **we** hold about **you**.

If **you** would like a copy of **your** information held by Tesco Bank, AmTrust Europe Limited or Arc Legal Assistance Limited please contact the Data Protection Officer at:

Freepost RSJB-RYLK-JKUX
Tesco Bank
Data Protection Requests
P. O. Box 277
NEWCASTLE UPON TYNE
NE12 2BU

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

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

English Law

This contract is governed by English Law unless otherwise agreed.

Language

The language for contractual terms and communication will be English.

Financial Services Compensation Scheme

We and the **underwriters** are covered by the Financial Services Compensation Scheme (FSCS). If **we** or the **underwriters** cannot meet **our** liabilities, **you** may be entitled to compensation from the scheme. **You** can get more information on the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100.

Notes

Tesco Bank Car Insurance phone numbers

Customer Services Line	0345 673 0000	Lines are open between 8am and 9pm Monday to Friday and 9am to 5pm Saturday and Sunday
Claims	Claims – Please refer to your policy Schedule for contact details – the phone number will vary depending on which insurer underwrites your policy	
Tesco Glass Line (for damage to windscreens and other window glass)	0345 677 8888	Lines are open 24 hours. Please note if you have chosen Value cover, Windscreen Cover (Section B of this policy) does not apply.

You must tell **us** within 7 days of becoming aware of any incident that may result in a claim under this policy, even if **you** do not intend claiming for **your** own car.

We could help you save on other insurance too

Home Insurance	0345 301 0940	Lines are open between 8am and 9pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
Pet Insurance	0345 078 3801	Lines are open between 8am and 9pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
Travel Insurance	0345 293 9474	Lines are open between 8am and 8pm Monday to Friday, 9am to 4pm on Saturdays and 10am to 5pm on Sundays.

tescobank.com

Tesco Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers.

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

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

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

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

For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.

Tesco Bank Car Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and are underwritten by a select range of insurers. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

