



# Tesco Cover+ Car Insurance Cover

Policy Booklet

**TESCO** Insurance

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# Contents

## Section 1

# Welcome

In this booklet you'll find all **your** policy details, as well as the sections of cover that apply to **you**.



# Welcome to your Tesco Cover+ Car Insurance policy

Thank **you** for choosing Tesco Car Insurance – **we** are looking forward to protecting **you** and **your** car. **We** will always give **you** clear and correct information, so **you** get the peace of mind of being covered.

This product meets the needs of someone looking to insure their car. **Tesco Insurance** is an insurance intermediary and hasn't offered any personal recommendation as to which product is right for **you**.

**Tesco Insurance** only offers private car insurance policies that are underwritten by Tesco Underwriting Ltd. **Tesco Insurance** arrange the policy with Tesco Underwriting Ltd on **your** behalf and collect and refund premiums on behalf of Tesco Underwriting Ltd, so that **you** have no risk in the event of **our** insolvency. No interest will be paid to **you** from the account used.

**We** arrange **your** policy(ies) with the insurer(s) and, where applicable, with third-party providers. **We** receive a commission which is calculated as a percentage of **your** premium(s) or a flat fee that is included in the total amount **you** pay. In certain circumstances, **we** may also receive profit share from these parties.

This booklet gives **you** the full details of **your** policy and details all the sections of cover that apply to **your** policy. The level of cover, limits, any additional products **you** have chosen, and **your** personal details will be shown on **your** policy documents. It's important that **you** review **your** insurance requirements on a regular basis and update **us** with any changes. Please read this booklet along with **your**:

- **Schedule:** this shows the insured vehicle, **your** level of cover and **your excess** details.
- **Certificate of motor insurance:** this is evidence **you** have insurance that complies with the Road Traffic Act and shows who can drive the insured car and what it can be used for.
- **Statement of fact:** this records the information **you** or **your** nominated person gave at the start or renewal of **your** policy.

## Important – Are your details correct?

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). It's important **you** give **us** correct information as **we** could cancel **your** insurance back to the start date and/or not pay a claim if **you** don't. Please check **your** documents and let **us** know if **you** think anything is wrong or doesn't seem right. If **you** are not sure whether **you** need to tell **us** about something, please contact **us**.

## Additional support

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 someone to deal with **your** policy for **you**. Where **your** spouse or **partner** is a named driver, **we** will deal with them as if they were a nominated person.

A nominated person 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), except for 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 consider carefully who **you** wish to nominate to act on **your** behalf.

If **you** would like to appoint or remove a nominated person, or would like further information, please contact **Tesco Insurance** on 0345 246 2895. Details of **Tesco Insurance** opening times are on their website.

**You** can also get this booklet and any other documents in braille or large print. If **you** have difficulties with **your** hearing or speech, contact **us** by Relay UK by adding 18001 to the start of any of the telephone numbers.

**You** can also reach **us** through an interpreter via InterpretersLive from Sign Solutions. Find out more and get the help **you** need at

**tescoinsurance.com/support**

Or use **your** phone to scan the QR code



## Need to make a claim?

**We** understand how stressful it can be when **your** car's involved in an incident. That's why we're here to help – and the sooner **you** let **us** know, the sooner **we** can get things sorted.

Please tell **us** about any incident within 7 days of becoming aware of it, even if you're not planning to claim for damage to **your** own car.

To report a claim, call **our** UK-based team on **0345 677 3377**.

It's helpful to have **your** policy number and details of what happened when **you** call.

### Here's what happens next:

We'll register **your** claim and give **you** a claim number to quote.

We'll explain what **your** policy covers.

We'll guide **you** through the next steps and help get things moving.

Full details can be found on page 37.



[tescoinsurance.com/car-insurance/making-a-claim/](https://tescoinsurance.com/car-insurance/making-a-claim/)

Or use **your** phone to scan the QR code

## Getting your car repaired

If **your** car's been damaged in an **insured incident**, we're here to help make the repair process as smooth as possible.

Using **our** approved repairers means:

- **You** don't need to worry about getting estimates.
- We'll pay the repairer directly, **you** just pay the **excess** to the repairer
- All repairs are guaranteed for 3 years.

Prefer to use **your** own garage? That's fine too – we'll guide **you** through what to do and help **you** get things sorted.

## Keeping your car safe

Here are some tips to help protect **your** car from theft or damage:

1. Don't leave anything on display, even if it's not valuable.
2. If **you** have a garage, use it. If not, try to park in a well-lit area.
3. A steering wheel lock is a great way to deter thieves.
4. Etch **your** registration number onto **your** windows and mark **your** stereo and other equipment.
5. Never leave **your** keys unattended in or on **your** car.
6. Keep **your** vehicle documents out of **the car**.
7. Store **your** car keys, fobs, and documents securely and out of sight at home – they're often targeted in burglaries.
8. Make sure **your** car is roadworthy, with legal tyres, windows, and bodywork – and a valid MOT if needed

## Driving other cars

Want to know if you're covered to drive another car?

Check **your certificate of motor insurance** to see if this cover applies to **you**.

If it does, here's what **you** need to know:

- You'll only be covered for damage **you** cause to other people or their property.
- **You** won't be covered for damage to or loss of **the car** you're driving.
- **You** can't drive a car that's owned by **you** or registered in **your** name.
- **The car** you're driving must already be insured under a valid policy.
- This cover applies only to **you** – not to any other named drivers on **your** policy or **certificate of motor insurance**.

For full terms and conditions of this, **you** should look at Section H of **your** policy booklet.

## Want to make a change to your policy?

**You** can use **Your Insurance Account** to make changes to **your** policy. Where charges are completed in **Your Insurance Account**, **you** will not be charged an administrative fee. For more details, see section 6.9, fees and charges.



[tescoinsurance.com/car-insurance/existing-customers/](https://tescoinsurance.com/car-insurance/existing-customers/)

Or use **your** phone to scan the QR code

## 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.

## Making a complaint

**We** work hard to do **our** best for **our** customers but if **our** service doesn't meet **your** expectations, **we** want to know so **we** can try and put things right. Everything **you** need to know is in Section 7. How to make a complaint

## More support

**Our** customer service team is here to help **you** with more than just managing **your** policy. Here are a few other ways **we** can support **you**.



### Getting the right support

Everyone is different. **We** offer the ability to tailor the way **we** share information to ensure **you** get the most out of **your** experience. To update **us** on **your** support preferences give **us** a call on **0345 246 2895**.

Details of **our** opening times are on **our** website

**[tescoinsurance.com/help](https://tescoinsurance.com/help)**

Or use **your** phone to scan the QR code



Section 2

# Your contract of insurance



## Your contract of insurance

This booklet, together with **your schedule, certificate of motor insurance and statement of fact**, forms a contract of insurance between **you** and Tesco Underwriting Ltd.

Apart from Motor Legal Protection and Breakdown Cover, all of this policy is underwritten by Tesco Underwriting Ltd and administered by **Tesco Insurance**.

Motor Legal Protection is underwritten by AmTrust Specialty Limited and **Tesco Insurance** Breakdown Cover is underwritten by RAC Motoring Services. In the Channel Islands and Isle of Man, this policy is underwritten by RAC Insurance Limited.

**Your schedule** will give details of **your** cover, including which sections of the policy apply to **you**, as well as any **excesses you** will need to pay if **you** make a claim.

Once **you** pay or agree to pay the premium, Tesco Underwriting Ltd will provide cover under the terms and conditions of this policy, as well as the **schedule, certificate of motor insurance and statement of fact** for:

- **Third party** liability and
- Accidental injury, loss and damage

which occur during the **period of insurance** within the **geographical limits**.

Please note that the **geographical limits** for Motor Legal Protection are more extensive than the rest of **your** policy and are defined in the relevant Key Definitions table.

It is **your** responsibility to ensure that all information given by **you**, or on **your** behalf, is true and accurate.

If there are any errors on **your schedule, certificate of motor insurance or statement of fact**, or the information is incorrect, or if **you**, or anyone acting on **your behalf**, makes a false statement, misrepresents or withholds information, from **Tesco Insurance**, one or more of the following actions may be taken:

- **Your** policy may be updated with the correct information and any change in premium applied,
- **Your** claim and any subsequent claims may be refused, or only a proportion of **your** claim may be paid,
- **Your** policy may be cancelled, which may be with immediate effect,
- **Your** policy may be made void (as if the policy never existed),
- Any premium(s) **you** have paid may be retained,
- Any costs **we** have incurred may be recovered from **you** or any other **insured person**,
- Any other policies to which **you** are connected through **Tesco Insurance** may be cancelled or made void (as if the policy never existed), or this policy may be cancelled if the fraud or misrepresentation happened under any other policy **you** hold with **Tesco Insurance**.
- 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**.
- English law will apply to this contract unless agreed otherwise in writing with Tesco Underwriting Ltd.
- 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.

## Section 3

# Key definitions



## Meaning of words

The following words or phrases will be found in bold throughout this policy and have specific meanings which are shown below.

<b>Automated car</b>	<b>The car</b> where it is lawfully driving itself, fully or partially, on roads or other public places. <b>The car</b> must be identified on the list of automated vehicles published by the Secretary of State as safe to drive themselves.
<b>Certificate of motor insurance</b>	The proof of the motor insurance <b>you</b> need by law. The <b>certificate of motor insurance</b> shows: <ul style="list-style-type: none"> <li>• what car is covered;</li> <li>• who is allowed to drive <b>the car</b>; and</li> <li>• what <b>the car</b> can be used for.</li> </ul> If <b>your certificate of motor insurance</b> allows driving by any driver, please refer to <b>your schedule</b> for any restrictions that may apply.
<b>Computer virus</b>	Any type of malicious software that can perform an attack on a computer or electronic system including deletion of data and/or theft of data and/or enable malicious users access to the computer or electronic system and/or activate and spread other <b>computer viruses</b> and/or to cause physical damage or loss of property or data.
<b>Cyber-attack</b>	Any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer or electronic system that results in physical damage or loss of property or data.
<b>Endorsement</b>	A clause that alters the standard cover provided by the policy. If any <b>endorsements</b> apply to <b>your</b> policy, they will be shown on <b>your</b> policy <b>schedule</b> .
<b>Excess/ Excesses</b>	The part of a claim <b>you</b> must pay. Sometimes more than one <b>excess</b> can apply, in which case <b>we</b> add them together.
<b>Geographical limits</b>	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while <b>the car</b> is being transported between any of these places.

<b>Hazardous goods</b>	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.
<b>Insured incident</b>	An event that results in a valid claim under this policy.
<b>Insured person</b>	A person named as a driver on the current <b>certificate of motor insurance</b> issued under <b>the car</b> insurance policy.
<b>Market value</b>	The cost of replacing <b>the car</b> keys or any other ignition device, locks or child seats, audio/visual/electronic – manufacturer equipment on a comparable, like for like basis if cover is applicable under <b>your</b> policy or <b>the car</b> with one of the same or similar make, model and specification, taking into account the age, mileage and condition to determine the <b>market value</b> . <b>We</b> usually ask an engineer for advice and refer to motor trade guides and other relevant sources. <b>We</b> consider the amount <b>you</b> could reasonably have obtained if <b>you</b> sold <b>the car</b> immediately before the accident, loss or theft and not the price <b>you</b> paid for it.
<b>Partner</b>	<b>Your</b> husband, wife, civil <b>partner</b> or <b>partner</b> living at the same address as <b>you</b> and sharing financial responsibilities.
<b>Period of insurance</b>	The length of time that the contract of insurance applies for. This is shown in the <b>schedule</b> .
<b>Private motor car</b>	A motor car manufactured to carry up to eight passengers, which is not owned by <b>you</b> , or leased to <b>you</b> under a leasing agreement, but loaned to <b>you</b> , or hired to <b>you</b> and which is designed and operated solely for private use, has not been constructed or adapted to carry goods or loads, and is not a rental or courtesy car.
<b>Schedule</b>	The latest <b>schedule we</b> have issued to <b>you</b> . This forms part of the contract of insurance. It gives details of the <b>period of insurance</b> , the sections of the policy that apply, the premium <b>you</b> have to pay, <b>the car</b> which is insured and details of any <b>excesses</b> or <b>endorsements</b> .

<b>Statement of fact</b>	The form that shows the information that <b>you</b> gave <b>us</b> or was given to <b>us</b> on <b>your</b> behalf. This forms part of the contract of insurance.
<b>Tesco/Tesco Insurance</b>	The administrator, Tesco Personal Finance Ltd 2 South Gyle Crescent Edinburgh EH12 9FQ Customer Services Line 0345 246 2895.
<b>The car</b>	Any motor vehicle that <b>you</b> have given <b>us</b> details of when applying for this policy and for which <b>we</b> have issued a <b>certificate of motor insurance</b> . <b>The car's</b> registration number will be shown on <b>your</b> latest <b>certificate of motor insurance</b> . Accessories, including child seats, spare parts and the charging cables and batteries for electric or hybrid vehicles are included in the definition of <b>the car</b> when they are with <b>the car</b> or locked in <b>your</b> own garage or <b>your</b> own place of residence.
<b>Third Party</b>	Any person/party involved in the <b>insured incident</b> , excluding any <b>insured person</b> .
<b>Total loss</b>	Where <b>the car</b> has been determined by <b>our</b> engineer as uneconomical to repair due to circumstances covered under the terms of <b>the car</b> insurance policy.
<b>Unroadworthy</b>	The condition of <b>the car</b> does not comply with legal requirements for the condition and use of a vehicle on a road or other public place.
<b>Van</b>	A vehicle designed to carry goods and four or less passengers. The vehicle must weigh less than 3.5 tonnes GVW (Gross Vehicle Weight). If <b>your</b> vehicle is a <b>van</b> , all references in the policy to <b>the car</b> or <b>your</b> car also mean the <b>van</b> or <b>your van</b> , unless <b>we</b> specifically state otherwise.
<b>We, our, us</b>	Tesco Underwriting Ltd – Insurer (Registered office address: The Omnibus Building, Lesbourne Road, Reigate, RH2 7LD).
<b>You, your</b>	The person shown under ‘Policyholder details’ on <b>the car</b> insurance policy <b>schedule</b> .
<b>Your Insurance Account</b>	<b>Your</b> online portal where <b>you</b> can manage <b>your</b> policy, as well as view all documents.

## Section 4

# Features and limits of cover



## Section A – Loss or damage to the car

### What is covered

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

See page 21 for details of how we settle claims.

### What is not covered

- ✗ Loss of or damage to **the car** if:
  - ✗ **the car** has been left unlocked or with a window, door, boot or roof open, when **the car** is unattended by an **insured person**;
  - ✗ the engine or power supply has been left on or running when **the car** is unattended by an **insured person**;
  - ✗ any key, card, fob or device used to lock/unlock and/or start **the car** is left in, on or attached to **the car** or left in the immediate proximity of **the car** or in range of where the key, card, fob or device is effective, or not kept securely away from **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.
- ✗ The costs of any modifications made to **the car** which alter its value, performance or appearance, other than:
  - ✗ modifications supplied and fitted by the manufacturer or their recommended garage at the time **the car** was first registered;
  - ✗ modifications notified and accepted by **Tesco Insurance**; and
  - ✗ modifications made to **the car** purely for disabled use.
- ✗ 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 or computer failures (including failures caused by a **computer virus** or **cyber attack**) 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, fraud or deceit, such as a person pretending to be a buyer or seller of **the car**.
- ✗ **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- ✗ A **cyber attack** or **computer virus** affecting **the car** including loss of, corruption of, or access to data due to a **cyber attack** or **computer virus**;
  - ✗ Loss or partial loss of, corruption of, access to or use of data, software and/or features.
- ✗ Loss of or damage to **the car** if, at the time of the **insured incident**, it was taken, driven or used, without **your** permission, by someone who normally lives with **you**, or with any of the named drivers.
- ✗ Deliberate damage to **the car** by anyone insured under **your** policy, or by someone who normally lives with **you**, or any of the named drivers, or by someone who is known to **you** and has access to **your** home or **the car**, or by someone who is known to any of the named drivers and has access to their home or **the car**, unless that person and the related damage is reported to the police and a crime reference number obtained.
- ✗ Loss or damage to **the car** caused by an inappropriate type or grade of fuel being used, or by contaminated fuel.
- ✗ The cost of replacing keys, locking devices or locks if the keys or locking device are lost or stolen.
- ✗ Loss or damage to **the car** caused by a **cyber attack** or **computer virus**.

## Section B – Windscreen

### What is covered

- ✓ If the windscreen or a window in **the car** is chipped or broken during the **period of insurance** we will pay the cost of repairing or replacing it and also pay for scratching to the paintwork caused by the broken glass from the windscreen or window, as long as there has not been any other loss or damage.
- ✓ If an incident occurs involving the breakage of multiple items of glass **we** will only pay for one piece of glass under this section, whichever has the highest replacement cost. This does not affect **your** rights to seek reimbursement for other replacement glass from ‘Section A – Loss or damage to **the car**’ of **your** policy.
- ✓ If **you** phone Tesco Glass Line on 0345 677 8888 to arrange for the glass to be repaired or replaced, and use one of **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay is £125 for replacement or £40 for repair after deducting the **excess** shown in the **Schedule** under Section B.
- ✓ If **the car** is fitted with Advanced Driver Assistance Systems (ADAS) and **you** use one of **our** chosen glass companies to repair the windscreen, **we** will also pay for the recalibration of cameras or sensors fitted to the windscreen to operate these systems, if necessary.
- ✓ A claim under this section only will not affect **your** no claim discount.
- ✓ The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

### What is not covered

- ✗ The **excesses** shown in the **Schedule** under Section B.
- ✗ Loss of use of **the car**.
- ✗ Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- ✗ Any amount over the cost shown in the manufacturer’s latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- ✗ Mechanical, electrical, electronic or computer failures (including failures caused by a **computer virus** or **cyber attack**) 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 to **the car** by anyone insured under **your** policy, or by someone who normally lives with **you**, or any of the named drivers, or by someone who is known to **you** and has access to **your** home or **the car**, or by someone who is known to any of the named drivers and has access to their home or **the car**, unless that person and the related damage is reported to the police and a crime reference number obtained.

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

### What is not covered

- ✗ Loss of or damage to **the car** if:
  - ✗ **the car** has been left unlocked or with a window, door, boot or roof open, when **the car** is unattended by an **insured person**;
  - ✗ the engine or power supply has been left on or running when **the car** is unattended by an **insured person**;
  - ✗ any key, card, fob or device used to lock/unlock and/or start **the car** is left in, on or attached to **the car** or left in the immediate proximity of **the car** or in range of where the key, card, fob or device is effective, or not kept securely away from **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.
- ✗ The costs of any modifications made to **the car** which alter its value, performance or appearance, other than:
  - ✗ modifications supplied and fitted by the manufacturer or their recommended garage at the time **the car** was first registered;
  - ✗ modifications notified and accepted by **Tesco Insurance**; and
  - ✗ modifications made to **the car** purely for disabled use.

- ✗ Mechanical, electrical, electronic or computer failures (including failures caused by a **computer virus** or **cyber attack**) 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, fraud or deceit, such as a person pretending to be a buyer or seller of **the car**.
- ✗ Loss of or damage to **the car** if, at the time of the incident, it was being driven or used, without **your** permission, by someone who normally lives with **you**, or with any of the named drivers.
- ✗ Deliberate damage to **the car** by anyone insured under **your** policy, or by anyone who normally lives with **you**, or by any of the named drivers, or by someone who is known to **you** and has access to **your** home or **the car**, or by someone who is known to any of the named drivers and has access to their home or **the car**, unless that person is reported to the police and prosecuted for causing the damage.
- ✗ **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, including loss of data, or damage, caused by a **computer virus**, or **cyber attack**.
- ✗ 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.
- ✗ Loss or damage to **the car** caused by a **cyber attack** or **computer virus**.

## How we will settle your claim under sections A or C

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

**We** will replace any child seats which are fitted to **the car** at the time of an **insured incident**, even if there is no apparent damage, up to and not exceeding a value of £300 per incident.

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

### If the car is economically repairable

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

**We** will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**.

**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.

All repair work carried out by **our** approved repairers has a lifetime guarantee for as long as **you** own **the car** for the workmanship undertaken and faulty manufacture of paint and associated materials in the repair. Any parts fitted by **our** approved repairer are covered under the manufacturer's or supplier's guarantee.

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 **the car** is currently on a hire purchase or finance agreement (except leasing) **we** will settle the claim by paying the legal owner. **We** will only pay **you** any remaining balance if ownership of **the car** is to be transferred to **you** at the end of the hire purchase or finance agreement.

If **the car** is on a leasing agreement, **we** will settle the claim by paying the legal owner.

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 90 days from the date **you** receive settlement to allow **you** to put a replacement car on the policy. If **you** are paying **your** insurance premium by instalments **you** are obliged to continue with these payments for the unexpired/duration period of **your** 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

In the event of a valid claim under Section A or C of the policy where **the car** is stolen, written off or declared a **total loss** and **the car** is less than 12 months old, **we** will replace **the car** with one of the same model and specification.

This is subject to:

- ✓ **You** or **your partner** are its first and only registered keeper.
- ✓ **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**.
- ✓ Anyone else who has an interest in **the car**, such as a hire purchase or leasing company, agrees.
- ✓ A replacement car is available within **geographical limits**.

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 **the 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), while **the car** is being repaired by one of **our** approved repairers following an **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 (Loss or 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/or 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 **private motor car** (not owned or leased by **you**) provided that:
  - **Your** current **certificate of motor insurance** allows **you** to do so;
  - **You** have the owner's permission to do so;
  - **You** are still in possession of **the car** (for which **we** have issued a **certificate of motor insurance**), and it is taxed and has a current MOT if required;
  - **The car** has not been damaged beyond economical repair;
  - **The car** has not been stolen and not recovered;
  - **The car** has not been declared as off the road using a Statutory Off Road Notification (SORN);
  - The **private motor car** is registered within the **geographical limits**;
  - **You** are not using the **private motor car** outside of the **geographical limits**;
  - **You** are not test driving the **private motor car**;
  - **You** are not insured under any other insurance to drive the **private motor car**;
  - The **private motor car** has not been lent to **you** by **your** employer or business **partner**;
  - The **private motor car** has not been seized or confiscated by or on behalf of any government or public authority; and
  - There is a current and valid policy of insurance held for the **private motor car** in accordance with the Road Traffic Acts.
- **You** using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

### Cover for other people

- Any person driving **the car** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the car**). The person driving must not be excluded from driving **the car** by any **endorsement**, exception or condition.
- Any passenger in, getting into or getting out of **the car**.

### 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. **We** must agree to all legal costs and/or expenses beforehand. If **we** agree to pay such legal costs and/or expenses, **we** will advise **you** as to the extent of any assistance **we** will give;
- 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 or other public place.
- ✗ 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 £1.2 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.
- ✗ Any loss or damage if the person insured can claim under another policy. 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, Bosnia and Herzegovina, 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**.
- ✗ Courtesy car does not apply outside of the **geographical limits**.

## Section J – No claims discount

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

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

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 Years	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 claims discount and protection

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

No claims discount protection does not protect the overall price of **your** insurance policy and premiums can still go up after a claim, even if **you** are not to blame.

Full details can be found in the table below.

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

## Section L – Additional Cover Features

This section of cover only applies if section M 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**.

### Uninsured Driver Promise

#### What is covered

- ✓ If **you** make a claim for an accident that is not **your** fault and the driver of the motor vehicle or motorcycle that hits **your** car is not insured to drive that vehicle, **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 vehicle 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 £750 in total, after deducting the **excess** shown in the **Schedule** under Section M, 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.

Expenses will be refunded 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 M;
- ✗ 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.

## Section M – 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 someone who normally lives with **you**, or with any of the named drivers.
- ✗ Loss of or damage to any radar detection equipment.
- ✗ Loss or damage caused by a **cyber attack** or **computer virus**.

Section 5

# General policy exclusions



## Policy exclusions – Tesco Cover+ Car Insurance

These policy exclusions apply to all sections of the policy except the Tesco Legal Guard and Tesco Insurance Breakdown Cover sections.

1. **We** will not pay any claims arising directly or indirectly, caused or contributed by any of the following:

### The car being:

- Driven by someone or being used for a purpose not showing in **your certificate of motor insurance**, however, this exclusion will not apply while **the car** is with a member of the motor trade for servicing or repair.
- Driven by anyone who does not hold a driving licence, is breaking the conditions of their licence or is disqualified from driving.
- Used for any form of merchandise delivery, courier service or hot/fast food delivery, renting out, peer to peer hire schemes (including when the hirer is using **your car**) or used for taxiing, chauffeuring or any other form of hire and reward.
- Used to deliberately cause loss, damage, injury, death, fear of injury or death, or liability, or for criminal purpose, including avoiding lawful apprehension.
- Used for racing, either formally or informally, against another motorist, motoring trials or tests, competitions, or any organised motoring event.
- Used on any racetrack, circuit, or racecourse, for example Nürburgring Nordschleife.
- Used for carrying passengers as part of a business of carrying passengers or for profit.
- Used with a load or number of passengers that is unsafe, illegal or greater than the manufacturer's specifications.
- Used to carry passengers in an unsafe, illegal or insecure manner, including but not limited to, carrying them in the boot of **the car**.
- 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.
- Radiation, radioactive contamination or other dangerous properties of any nuclear device, explosive equipment, component or material.

- Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
- Terrorism, war, civil war, warlike operations (whether or not war is declared), invasion, act of foreign enemy, hostiles, mutiny, military uprising, insurrection, rebellion, revolution, riot, civil commotion (assuming its proportions amount to a popular rising), military or usurped power, nationalisation or any act of any person or group whether acting alone or in connection with a government or organisation which was committed for a political, religious, ideological or similar purpose with the intention of influencing an economy, government, country or state or to put the public in fear.
- Earthquakes, riots or civil disturbances outside the United Kingdom, the Isle of Man or the Channel Islands.
- Any liability **you** accept under and agreement or contract unless **you** would have been legally liable anyway.
- Any decision or action of a court which is not within the relevant geographical limit 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.
- A **cyber attack** or **computer virus** affecting **the car** including loss of, corruption of, or access to data due to a **cyber attack** or **computer virus**.
- Loss or partial loss of, corruption of, access to or use of data, software and/or features.
- **The car** being driven illegally by **you**, or any person named on **your certificate of motor insurance**, due to the driver exceeding the legal limits of alcohol or the use of drugs, or failing to supply a specimen, or provide permission, for alcohol or drug analysis. **We** will withhold any claim settlement during the police investigation and/or criminal proceedings of these offences.

Section 6

# General policy conditions



# General policy conditions

## 6.1 How to make a claim under sections A to M

No one wants to think about being in an accident. But if **you** are ever unfortunate enough to have one, there are some simple steps **you** should follow:

1. Stop at the roadside if there has been injury to a person or animal or damage to a vehicle or property.
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, ask for their details – name, address, contact number, insurance company and registration.
5. Do not admit blame or liability for the accident – **we** suggest **you** say **you** have to discuss it with **your** insurer.
6. If possible, note where the accident happened (name of the road and location).
7. Count the passengers in the other vehicles involved.
8. Draw a diagram or take pictures of the position of all vehicles involved.
9. Note the time of day and driving conditions i.e. raining, dark.
10. Collect any witness contact details.

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

**You** can do this via **Your Insurance Account** 24 hours a day or alternatively **you** can call **our** UK-based claims team on **0345 245 2895** within the office hours detailed on **Tesco Insurance's** website. It will be useful if **you** have **your** policy number and details of the incident to hand.



[tescoinsurance.com/car-insurance/making-a-claim/](https://tescoinsurance.com/car-insurance/making-a-claim/)

Or use **your** phone to scan the QR code

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

- Organising repair estimates.
- Paying the repairer directly (**you** just pay the **excess**).

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.

## 6.2 Dealing with claims under sections A to M

**You** or any **insured 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.

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

**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 which is covered by this policy, **we** will arrange and pay for **the car** to be protected and taken to the nearest approved repairer.

## 6.3 If the car is economically repairable

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

**We** will arrange for one of **our** repairers to contact **you** and find a time to collect **the car**. **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.

All repair work carried out by **our** approved repairers has:

- A lifetime guarantee for as long as **you** own **the car** for the workmanship undertaken and faulty manufacture of paint and associated materials in the repair.
- Any parts fitted by **our** approved repairer are covered under the manufacturers or supplier's guarantee.

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.

## 6.4 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 **the car** is currently on a hire purchase or finance agreement (except leasing) **we** will settle the claim by paying the legal owner. **We** will only pay **you** any remaining balance if ownership of **the car** is to be transferred to **you** at the end of the hire purchase or finance agreement.

If **the car** is on a leasing agreement, **we** will settle the claim by paying the legal owner.

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 **the 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 90 days from the date **you** receive settlement to allow **you** to put a replacement car on the policy. If **you** are paying **your** insurance premium by instalments, **you** are obliged to continue with these payments for the unexpired/duration period of **your** 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.

## 6.5 Looking after your car

**You** and any **insured person** must:

- Take all reasonable steps to protect **the car**, and anything in or attached to it, against loss or damage.
- Make sure that all keys or devices are kept securely away from **the car** when left unattended by **you** or the **insured person**.
- Make sure **the car** is kept in a roadworthy condition, including having a valid MOT if required.
- Ensure that items such as the wheels, tyres, bodywork and windows meet the legal requirements.

- Maintain, use and drive, in accordance with the manufacturer's instructions, and complete any software or system update as soon as is reasonably possible, especially if **the car** is an **automated car**.
- Not modify, interfere or tamper with the software or system other than in accordance with any manufacturer's instruction.

Failure to comply with the above could affect the amount **you** are able to claim, result in the claim being refused and/or **your** policy being cancelled.

## 6.6 Our right of recovery

If **we** are required to pay a claim which is not covered by this policy and **we** are required by the law of any country to make a payment, **we** can recover that amount from **you** or any other **insured person**.

- Caused the loss directly or indirectly; or
- Caused or permitted the vehicle to be driven by an uninsured driver; or
- Through act or omission, caused this insurance to be invalid.

## 6.7 Car sharing

**We** will not cover any loss where **the car** is used to carry passengers for hire or reward. **You** can accept money for fuel if:

- **The car** is not made or adapted to carry more than eight passengers including the driver.
- **You** are not carrying passengers as customers of a passenger-carrying business.
- **You** do not make a profit from carrying passengers.

## 6.8 Fraud and misrepresentation

**We** will not pay any claim or any future claims which are in any way fraudulent, including those that are fake, exaggerated or misrepresented. **Your** policy will be cancelled with immediate effect or voided (as if the policy never existed) if **you** or anyone acting for **you**;

- Makes, or attempts to make, a fraudulent claim and/or deliberately or recklessly provides **us** with false information when taking out the policy, making changes to it, or at renewal, that would either impact the terms and conditions or **our** ability to offer cover itself.

If cancelled or voided, **we** will not return any premium. If **you** pay by instalments, **Tesco Insurance** may act against **you** to recover any amount outstanding and may refer the matter to a debt collection agency if **you** do not pay.

All other policies to which **you** are connected through **us**, or **Tesco Insurance**, will also be cancelled with immediate effect or voided.

If **we** must 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 cancelled with immediate effect or voided, 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.

## 6.9 Fees and charges

- If **you** wish to make changes to **your** policy after the cooling off period, a £25 administration charge may be applied.
- Using **Your Insurance Account** allows **you** to make some changes to **your** policy. Where changes are completed in **Your Insurance Account** **you** will not incur an administration charge.
- If **you** wish to cancel **your** policy within the 14-day cooling off period, a £25 cancellation charge may be applied.
- If **you** wish to cancel **your** policy outside of the 14-day cooling off period, a £50 cancellation charge may be applied.

These charges are in addition to any increase or decrease of premium **your** insurer applies as a result of a change or cancellation.

## 6.10 Payment of your premium

### Non-payment of premium

- If, for any reason, the premium for **your** time on cover under the policy has not been paid, **Tesco Insurance** will contact **you** for payment of the unpaid amount. If payment is not received, **we**, or **Tesco Insurance**, may cancel **your** policy if **you** are still on cover and apply a cancellation charge; and
- Require **you** to pay for **your** cover up to the date of cancellation of **your** policy; and
- Act 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 provided under a credit agreement with **Tesco Insurance** and **Tesco Insurance** has been unable to collect all due payments, **your** policy will continue, and **Tesco Insurance** will contact **you** for payment. If payment is not received **Tesco Insurance**, on **our** behalf, may cancel **your** policy.
- 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. If it is no longer possible to continue paying by Direct Debit, **you** must pay **Tesco Insurance** the outstanding balance in full.

## 6.11 How to cancel your policy

### Your cancellation rights:

- **You** can cancel this policy by phoning **Tesco Insurance** and cancellation can take effect immediately or from a later date, it cannot be back dated to an earlier date.
- **You** have 14-days from when **you** receive **your** policy documents or enter this contract, whichever is later, to notify **Tesco Insurance** if **you** want to cancel **your** policy:
  - If cover has not yet started, **Tesco Insurance** will refund any premium paid in full, less a £25 cancellation charge.
  - If cover has started, **Tesco Insurance** will refund **your** premium for the time that was left on **your** policy, less a £25 cancellation charge, if no claims have been made under **your** policy.
  - If a claim has been made in the 14-days, **you** must pay the full annual premium, plus a cancellation charge of £25 and **you** will not be entitled to any refund.

If **you** cancel at any other time:

- If no claims have been made during the current **period of insurance**, **Tesco Insurance** will refund **your** premium for the time that was left on **your** policy, less its cancellation charge, the details of which can be found under section 6.9 Fees and charges.
- If any claim has been made during the current **period of insurance**, **you** must pay the full annual premium, plus a cancellation charge of £50 and **you** will not be entitled to any refund.

## 6.12 Our cancellation rights

**We**, or **Tesco Insurance**, can cancel this policy, by sending **you** seven days' notice of cancellation by **your** preferred delivery method and by post, to **your** last known address if:

- There is non-payment of premium (including missed direct debit payments) that is not resolved following **Tesco Insurance** reminders.
- **You** have not provided proof of no claim discount that is not resolved following **Tesco Insurance** reminders.
- Failure to comply with the policy conditions, as outlined in the booklet.
- Failure to comply with any of the General policy exclusions, as outlined in the booklet.
- **We** are prevented from providing cover under this policy by law or other reason.
- Failure to cooperate and/or provide the necessary information required to enable **us**, or **Tesco Insurance**, to administer **your** policy, claim or investigate fraud.
- Threatening, abusive, or offensive behaviour has been used towards **us**, **Tesco Insurance**, or anyone acting on **our** behalf.
- Any change **you** tell **us** about during the term of **your** policy alters the information on **your** policy documents, resulting in **us** no longer being able to continue cover.
- **We** are prevented from providing cover under this policy by law or other reason outside of **our** control.

## 6.13 How to renew your policy

**Tesco Insurance** will write to **you** before **your** Tesco Cover+ Insurance policy is up for renewal. **Your** renewal notification will confirm the details of **your** next year's premium, any changes to the terms and whether **your** policy is automatically renewed or if **you** need to take action to complete **your** renewal.

**You** can opt in or out of automatic renewal at any time in **Your Insurance Account** or by calling **Tesco Insurance** on 0345 246 2895.

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 **Tesco Insurance** before **your** renewal date, otherwise **your** policy will be renewed on the terms described in **your** renewal invitation.

If **your** policy renews automatically but **Tesco Insurance** is unable to automatically renew any part of **your** Tesco Cover+ 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 **Tesco Insurance** does not receive **your** required confirmation before **your** renewal date, the specific part of **your** policy that **Tesco Insurance** can not automatically renew will end on the date noted on **your** **schedule**, however the rest of **your** policy (including optional extras that **Tesco Insurance** 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.

## 6.14 Changes you must tell Tesco Insurance about

**You** must tell **Tesco Insurance** about any changes to the information detailed on **your** **statement of fact**, **schedule**, and **certificate of motor insurance**.

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, **Tesco Insurance** will advise **you** of any adjustment (if applicable) to **your** premium or any changes to the terms.

If **you** do not tell **Tesco Insurance** about any changes this could result in **your** contract of insurance being voided (as if it never existed), all claims under **your** policy being refused and all premiums that **you** have paid being retained.

**You** must tell **Tesco Insurance** about any of the following changes and **Tesco Insurance** must have accepted these changes and issued updated documentation for **you** to be covered by **your** policy:

- If, before cover is required to start, or during the **period of insurance**:
  - **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
  - There is any change of drivers.
  - **You** change the purpose **the car** is used for.
  - There is a change of main user of **the car**.
  - The owner or the registered keeper of **the car** changes.
- **You** make any modifications to **the car** so that it is changed from the manufacturer's original specification including paid for OTA updates that increase performance (excluding manufacturer's optional extras fitted to **the car** from new or free OTA software updates).

As soon as possible if any of the following details change during the **period of insurance**:

- **You** change **your** address or the address where **you** keep **the car**.
- Anyone who drives **the car** changes job, starts a new job, including any part-time work, or stops work.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- Anyone who drives **the car** gets a motoring conviction (including fixed penalty offences) or is convicted of a criminal offence.
- There is a change to **your** estimated annual mileage.
- Anyone who drives **the car** develops a health condition, which requires notification to the DVLA. Please contact the DVLA if **you** require information on what health conditions need to be notified.
- The details in **your schedule** change.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.

Before the next renewal date (or at the time **you** are making any of the changes already mentioned) if:

- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- Anyone who drives **the car** has insurance refused, cancelled or had special terms put on.
- **You** cease to be a UK Resident.

If **we** or **Tesco Insurance** request them, **you** must send any document or provide information that is reasonably required to help validate **your** named drivers and/or **your** vehicle's details.

## 6.15 Documents and information you may need to send us

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

Examples of documents or information **we** may require include **your** and **your** named drivers driving licence, driving licence number, **your** vehicle registration documents, proof of MOT, no claim discount or proof of **your** address. If **you** do not provide **us** with the requested documents, **we** will cancel **your** policy.

Section 7

# How to make a complaint



# How to make a complaint

## What to do if you have a complaint

If **you** have experienced a problem with **your** Tesco Cover + 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 unhappy with the service **you** have received.

### Step 1: Let us know

If **you** have a complaint about **your** policy:

- Call **Tesco Insurance** on **0345 246 2895** or
- Write to **Tesco Insurance**: Customer Relations Manager Freepost RSJB-RYLK-JKUX, **Tesco Insurance** Complaints, P.O. Box 277, Newcastle Upon Tyne NE12 2BU.

If **you** have a complaint about **your** claim:

- Contact Tesco Underwriting Ltd on **0345 677 3377**.
- Write to Tesco Underwriting Ltd: Claims Manager Freepost RSJB-RYLK-JKUX, Tesco Underwriting Complaints, P.O. Box 277, Newcastle Upon Tyne NE12 2BU.

**We** will always try **our** best to resolve **your** complaint when **you** first contact us, however some complaints may take longer to resolve. If for any reason **you** are still 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

Financial Ombudsman Service Exchange Tower, London E14 9SR.

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

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

Section 8

# Motor Legal Protection



# Tesco Insurance Motor Legal Protection Cover

Policy Booklet

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Section 8.1

# Welcome



## Welcome

Thank **you** for choosing Motor Legal Protection, arranged and administered by Tesco Personal Finance Ltd (trading as Tesco Insurance), provided by Arc Legal Assistance Limited, and underwritten by AmTrust Specialty Limited.

If **you** have any questions about **your** cover or documents, we're here to help. Call **our** Customer Services Line on **0345 246 2895**.

Details of **our** opening times are on **our** website:



[tescoinsurance.com/help](https://tescoinsurance.com/help)

Or use **your** phone to scan the QR code

## How to make a claim

1. Call the Claims Helpline – **you** will find the number in **your Policy Schedule**.
2. We'll assess **your** claim and, if it's covered, pass **your** details to a legal **adviser**.
3. The **adviser** will contact **you** to discuss how they can help – including support with alternative travel or **vehicle** repairs, if needed.

## 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 by calling **0345 246 2895**.

Section 8.2

# Motor Legal Protection terms and conditions



# Motor Legal Protection (Tesco Legal Guard) terms and conditions

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.

Tesco Personal Finance Ltd (trading as Tesco Insurance) are authorised and regulated by the Financial Conduct Authority. AmTrust Specialty Limited are authorised 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 Insurance's Financial Services Register number is 186022, AmTrust Specialty 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](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the PRA on **020 7601 4878**.

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

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

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

**You** must read this **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.

Section 8.3

# Key definitions



## Meaning of words

You will notice certain words in this **policy** are printed in **bold** – the meaning of these are shown below. These meanings do not apply to Tesco Insurance Cover+ or the definition table within Section RAC Breakdown Cover, as these contain a table setting out the meaning of words used in these sections only.

<b>Action</b>	The pursuit of civil proceedings following a <b>road traffic accident</b> .
<b>Administrator</b>	Tesco Personal Finance Ltd (trading as ‘Tesco Insurance’) 2 South Gyle Crescent Edinburgh EH12 9FQ Customer Services Line <b>0345 246 2895</b> . Details of <b>our</b> opening times are on <b>our</b> website – <b>tescoinsurance.com</b>
<b>Adviser</b>	<b>Our</b> specialist panel of solicitors or their agents appointed by <b>us</b> to act for <b>you</b> , or, where agreed by <b>us</b> , another legal representative nominated by <b>you</b> .
<b>Advisers’ costs</b>	Legal fees and costs incurred by the <b>adviser</b> , that do not exceed the amount of damages <b>you</b> are claiming in the legal <b>action</b> . Third party’s costs shall be covered if awarded against <b>you</b> .
<b>Car Insurance Policy</b>	The Tesco <b>Car Insurance Policy</b> for which a <b>Schedule</b> has been issued that states <b>you</b> have a Motor Legal Protection (Tesco Legal Guard) <b>Policy</b> .
<b>Certificate of Motor Insurance</b>	The proof of the motor insurance <b>you</b> need by law. The <b>Certificate of Motor Insurance</b> shows: <ul style="list-style-type: none"> <li>• what car is covered;</li> <li>• who is allowed to drive <b>the car</b>; and</li> <li>• what <b>the car</b> can be used for.</li> </ul> <p>If <b>your Certificate of Motor Insurance</b> allows driving by any driver, please refer to <b>your Schedule</b> for any restrictions that may apply.</p>
<b>Conditional fee agreement</b>	An agreement between <b>you</b> and the <b>adviser</b> or between <b>us</b> and the <b>adviser</b> which sets out the terms under which the <b>adviser</b> will charge <b>you</b> or <b>us</b> for their own fees.
<b>Endorsement</b>	A clause that alters the standard cover provided by the <b>policy</b> . If any endorsements apply to <b>your policy</b> they will be shown on <b>your policy Schedule</b> .

<b>Excess</b>	The part of a claim <b>you</b> must pay. Sometimes more than one <b>excess</b> can apply, in which case <b>we</b> add them together.
<b>Geographical limits</b>	The United Kingdom, the European Union, the Channel Islands and the Isle of Man.
<b>Insured incident</b>	A road traffic accident involving the <b>vehicle</b> that takes place within the <b>geographical limits</b> which results in <b>you</b> suffering uninsured losses or personal injury or death.
<b>Period of insurance</b>	The length of time that the contract of insurance applies for. This is shown in <b>your Schedule</b> .
<b>Policy</b>	This Motor Legal Protection (Tesco Legal Guard) contract of insurance.
<b>Road traffic accident</b>	A traffic accident in the <b>geographical limits</b> involving the <b>vehicle</b> occurring during the <b>period of insurance</b> for which <b>you</b> are not at fault and for which another party is at fault.
<b>Schedule</b>	The latest <b>Schedule we</b> have issued to <b>you</b> . This forms part of the contract of insurance. It gives details of the <b>period of insurance</b> , the sections of the <b>policy</b> that apply, the premium <b>you</b> have to pay, <b>the car</b> which is insured and details of any excesses or endorsements.
<b>Standard advisers' costs</b>	The level of advisers' costs that would normally be incurred by <b>underwriters</b> in using a nominated <b>adviser</b> of <b>our</b> choice. If <b>you</b> nominate <b>your</b> own advisor, <b>we</b> will tell <b>you</b> what the standard advisers' costs are that apply at that time.
<b>Statement of Fact</b>	The form that shows the information that <b>you</b> gave <b>us</b> , or was given to <b>us</b> on <b>your</b> behalf. This forms part of the contract of insurance.
<b>The car</b>	Any motor <b>vehicle</b> that <b>you</b> have given <b>us</b> details of and for which <b>we</b> have issued a <b>Certificate of Motor Insurance</b> . <b>The car's</b> registration number will be shown on <b>your</b> latest <b>Certificate of Motor Insurance</b> . Accessories, including child seats, spare parts and the charging cables and batteries for electric or hybrid vehicles are included in the definition of <b>the car</b> when they are with <b>the car</b> or locked in <b>your</b> own garage.
<b>Underwriters</b>	AmTrust Specialty Limited.
<b>Vehicle</b>	The motor <b>vehicle</b> covered by <b>your Certificate of Motor Insurance</b> including a caravan or trailer whilst attached to it.

<b>We/us/our</b>	Arc Legal Assistance Ltd or as otherwise notified to <b>you</b> by the <b>administrator</b> , acting with good reason (such as where they or the <b>underwriters</b> appoint another third party to administer this <b>policy</b> ).
<b>You/your</b>	The policyholder named in the <b>Schedule</b> to which this cover attaches. This is extended to include the authorised driver and passengers.

Section 8.4

# General policy conditions



# General policy conditions

## 1. Claims

- **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 7.
- **We** shall appoint the **adviser** to act on **your** behalf.
- **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.
- 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.
- The **adviser** must:
  - Keep **us** fully advised of all developments and provide such information as **we** may reasonably require
  - Keep **us** regularly advised of advisers’ costs incurred as required by **us**
  - Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by **us**
  - Where possible, attempt recovery of costs from third parties.
- **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- **You** shall supply all information reasonably requested by the **adviser** and **us**.
- **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**.
- **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:

- Being able to recover the amount of money at stake
- Being able to enforce a judgment
- 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.

Section 8.5

# General exclusions



## General exclusions

### There is no cover:

- ✗ Where the insured incident occurred before **you** purchased this insurance.
- ✗ 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**.
- ✗ Where advisers' costs have not been agreed in advance or exceed those for which **we** have given **our** prior approval.
- ✗ For any claim arising from racing, rallies, competitions or trials.
- ✗ For appeals without **our** prior written consent.
- ✗ 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.
- ✗ For any **action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**.
- ✗ 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.
- ✗ For disputes between the **adviser** and any other party which is only over the level of advisers' costs.
- ✗ For any interim disbursements or fees.

Section 8.6

# How to make a complaint



# How to make a complaint

## What to do if you have a complaint

If **you** have experienced a problem with **your** Tesco Cover + **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 unhappy with the service **you** have received.

### Step 1: Let us know

If **you** have a complaint about **your policy**:

- Call **Tesco Insurance** on **0345 246 2895** or
- Write to **Tesco Insurance**: Customer Relations Manager Freepost RSJB-RYLK-JKUX, **Tesco Insurance** Complaints, P.O. Box 277, Newcastle Upon Tyne NE12 2BU.

If **you** have a complaint about **your claim**:

- Contact Tesco Underwriting Ltd on **0345 677 3377**.
- Write to Tesco Underwriting Ltd: Claims Manager Freepost RSJB-RYLK-JKUX, Tesco Underwriting Complaints, P.O. Box 277, Newcastle Upon Tyne NE12 2BU.

**We** will always try **our** best to resolve **your** complaint when **you** first contact **us**, however some complaints may take longer to resolve. If for any reason **you** are still 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

Financial Ombudsman Service Exchange Tower, London E14 9SR.

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

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

Section 8.7

# Cancellation



# 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, the **administrator** will refund any premium paid for the remaining **period of insurance**, as long as no claims have been made in the current **period of insurance**.

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.

Section 8.8

# Other important information



## Other important information

### 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 call **0345 030 3181** and quote 'Tesco Legal Guard'.

### 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.

### Legal information

- **Governing Law:** This contract is governed by English Law, unless otherwise agreed.
- **Language:** The language for contractual terms and communication will be English.

## Tesco Car Insurance phone numbers

### Customer Services Line

**0345 246 2895**

Details of our opening times are on our website – [tescoinsurance.com](https://tescoinsurance.com)

### Claims

Please report your claim to your car insurer, their details can be found on your policy schedule.

## We could help you save on other insurance

### Home Insurance

**0345 246 2904**

Details of our opening times are on our website – [tescoinsurance.com](https://tescoinsurance.com)

### Travel Insurance

**0345 030 6124**

Details of our opening times are on our website – [tescoinsurance.com](https://tescoinsurance.com)



Most of your documents are available in large print, audio or braille. To use Relay UK, just add 18001 before any of our phone numbers. Find out more and get the help you need on our website.

Tesco Home Insurance and add-on insurance products are arranged by Tesco Insurance acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Travel Insurance is arranged and administered by Rock Insurance Services Limited and underwritten by AWP P&C S.A.

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

Section 9

# Tesco Insurance Breakdown Cover



# Tesco Insurance Breakdown Cover

Policy Booklet

Cover provided by



**TESCO** Insurance

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Section 9.1

# About your cover



## Statement of demands and needs

Depending on the level of cover chosen, the products described in this policy booklet meet the demands and needs of customers who wish to ensure they have **breakdown** assistance cover in the event of a mechanical **breakdown** of the covered vehicle during the period of cover.

## Handy phone numbers

If **you** need help at the roadside, please call the appropriate number below:

<b>Breakdown/Claims, UK</b>	<b>0800 003 001</b>
<b>Breakdown ROI</b>	<b>1800 646 543</b>
<b>Breakdown ROI (Paycall)</b>	<b>+44 161 452 3201</b>

All lines open 24 hours a day, 365 days a year.

# Policy wording

## Terms and conditions

Thank **you** for choosing **Tesco Insurance Breakdown** cover. Cover is arranged by Tesco Personal Finance Limited (trading as **Tesco Insurance**), acting on behalf of **RAC** Motoring Services and **RAC** Insurance Limited (**RAC**).

This policy is underwritten by **RAC** Motoring Services. In the Channel Islands and Isle of Man, this policy is underwritten by **RAC** Insurance Limited. Onward Travel and European Cover is underwritten by **RAC** Insurance Limited. **You** should read this policy along with **your** Schedule for full details of **your** cover.

This policy is a contract between **us** and **you**. **We** agree to pay for those costs set out in this policy, which occurs during the period of cover and for which payment of the appropriate premium has been made and are subject to the following terms and conditions:

### Choice of law

The laws of England and Wales govern **your** policy, unless **you** and **we** agree otherwise, and such agreement has been put in writing by **us**.

### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

If the service **you** require is not provided for under this policy, **we** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such services are a matter for **you** and the supplier, and **we** will not act as an agent.

### Period of cover

- **Your** cover is for the duration of **your** Tesco Car Insurance policy, renewable annually.
- This policy will automatically terminate in the event that **your** related Tesco Car Insurance policy terminates.
- Cover may be automatically renewed by **Tesco Insurance** on the renewal date. If **Tesco Insurance** intends to automatically renew, **Tesco Insurance** will notify **you** of their intention prior to expiry, together with details of the renewal premium. If **you** do not wish to renew, **you** should inform **Tesco Insurance** prior to the renewal date.

## Alternative formats

We're committed to making **our** products accessible to all customers. This document is available in large print, Braille, and audio format by calling **our** Customer Services on 0345 246 2895 (calls may be monitored and recorded). **We** can be contacted by Typetalk by prefixing the number with 18001.

## Further conditions

**You** must notify **Tesco Insurance** of any change in **your** address immediately.

**Tesco Insurance** may choose not to offer renewal of this policy.

**RAC** and **Tesco Insurance**, acting as agents for **RAC**, reserve the right to refuse service and/or cancel **your** policy if **you** or anyone using **your** policy behaves in a threatening or abusive manner towards **our** employees or contractors.

## Changing **your** details

If **you** need to change anything on **your** policy, please let **Tesco Insurance** know immediately. This includes:

- vehicles listed on **your** policy

To make a change to **your** policy, please contact **Tesco Insurance** by phone, post, or email. **You** can find out how to get in contact with **us** at [tescoinsurance.com/help/contact-us/](https://tescoinsurance.com/help/contact-us/).

**We** can't change **your** policy to someone else's name. If **you** cancel **your** policy for any reason, the whole policy will be cancelled. That means no one on **your** policy will be covered. **We** can set up a new policy for others if needed.

If **we** send communications to **your** last-known **home** or email address, we'll think of these as 'received'. It's **your** responsibility to keep **your** contact details up to date.

## Who arranges and provides **your** cover?

There are two parts to **your RAC Breakdown** Cover:

### 1. Breakdown Policy

Depending on the type of cover **you** have bought, **you** will have one or more contracts. These contracts are between **you** and one of **our** companies.

Cover type	Your contract is with
Roadside	RAC Motoring Services

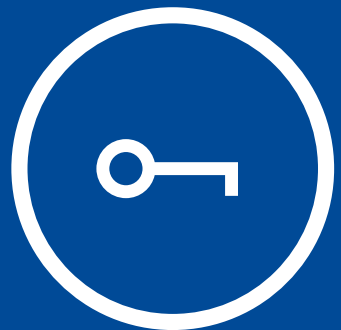
### 2. Schedule

**Your** schedule will give **you** details on:

- what you're covered for
- when **your** policy starts and ends
- how much **your** policy will cost.

Section 9.2

# Meaning of words



## Meaning of words

The following words or phrases will be found in bold throughout this policy and have specific meanings which are shown below.

<b>Breakdown/ Break Down/ Broken Down</b>	<p>An event that happens during the time you're covered that stops the vehicle being driven. This must be because of a mechanical failure (such as <b>your</b> car won't start) or an electrical failure (for example, loss of power). This also includes flat tyres, locking <b>your</b> keys in the vehicle and running out of fuel or charge. <b>We</b> don't consider it a <b>breakdown</b> if the vehicle can't be driven because of:</p> <ul style="list-style-type: none"> <li>• a <b>road-traffic collision</b></li> <li>• fire, flood, theft</li> <li>• acts of vandalism, or</li> <li>• any <b>driver-induced fault</b>.</li> </ul>
<b>Claim</b>	Means a call for assistance or any other <b>claim</b> under the policy.
<b>Driver-Induced Fault</b>	Any fault caused by the driver of the vehicle, accidentally or on purpose. It includes any key related issue other than locking <b>your</b> keys in <b>your</b> vehicle or filling <b>your</b> car with the wrong fuel.
<b>Home</b>	<b>Your</b> permanent <b>home</b> in the <b>UK</b> . It's the address <b>you</b> will see on <b>your</b> schedule.
<b>Passengers</b>	The driver and up to the number of <b>passengers</b> allowed as shown on the Vehicle Registration Document.
<b>RAC/we/us/ our</b>	<p>This means <b>RAC</b> Motoring Services in:</p> <ul style="list-style-type: none"> <li>• Sections A, B, and C</li> <li>• Included Benefits.</li> </ul> <p>This means <b>RAC</b> Insurance Limited in:</p> <ul style="list-style-type: none"> <li>• Sections D to E.</li> </ul> <p>Every time <b>we</b> say <b>RAC/we/us/our</b>, it can also mean any person who works for any of the companies above, or we've agreed can work on <b>our</b> behalf.</p>
<b>RAC Mobile Mechanic</b>	This is a paid for service not included within <b>your breakdown</b> policy and is different to the patrol or resource <b>we</b> initially sent to help <b>you</b> .

<b>Road-Traffic Collision</b>	This is if <b>you</b> hit another vehicle or an object (for example, a lamppost or a tree) and damage <b>your</b> vehicle so it can't be driven. If changing <b>your</b> wheel will get <b>you</b> back on the road, <b>we</b> won't consider this a collision.
<b>Specialist Resource</b>	Resources or tools that <b>our</b> patrols don't usually carry. They may be needed to make a repair or recovery. It may mean a crane, tractor, or lifting equipment.
<b>Tesco Insurance</b>	<b>Tesco Insurance</b> is the trading name of Tesco Personal Finance Limited 2 South Gyle Crescent, Edinburgh EH12 9FQ who arrange and administer this <b>RAC Breakdown</b> Cover.
<b>UK</b>	In this policy, <b>UK</b> means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, and the Isle of Man.
<b>You/Your</b>	The person who is taking out the policy. If <b>you</b> are an individual, <b>you</b> must be a resident in the <b>UK</b> . For a business, the registered office/trading address must be in the <b>UK</b> .

Section 9.3

# RAC Breakdown Cover



# What is Covered/Not Covered

## How **your** policy works

- The cover **you** have is listed in **your** schedule. Please double-check it is right for **your** needs.
- **We** have listed the conditions of this policy. These apply to everything in this booklet. For **your** cover to be valid, **you** must meet all these conditions.
- All **claims** and requests for service must be made directly to **us**.

## How **your** policy works

### Vehicle Based

This **RAC Breakdown** covers the vehicle shown on **your** schedule and if registered at **your home** address. The vehicle is covered, whoever is driving.

## What vehicles am I covered in?

**You** are only covered for cars, light vans, motorhomes, or minibuses fitted with not more than 17 seat and that are less than:

- a. 3.5 tonnes
- b. 6.4 metres long (including a tow bar)
- c. 2.55 metres wide.

They must also be:

- registered in the **UK**
- insured and have valid road tax (not SORN)
- have a valid MOT (unless legally exempt)
- not used for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates.

## Important

If the vehicle **you break down** lacks valid tax, MOT, or insurance, **we** won't attend **your breakdown**. However, this doesn't apply if **your** vehicle is legally exempt from having an MOT or tax.

### When can I make my first claim?

Some types of cover do not start straight away. You'll only be covered for **breakdowns** and events that happen after a specific period. This table explains which services **you** can use and when.

Cover type	From initial start date	48 hours after initial start date
Roadside	✓	

Although Roadside won't cover **you** for **breakdowns** that happened before **you** bought **your** policy, **we** can still help. We'll send a patrol to repair or recover **your** vehicle, but **you** will be charged for this. This also applies if **you** change the vehicles or people on a policy at the time of a **breakdown**.

The tables below provide information on what is covered and what is not covered under this policy.

## Section A – Roadside

(Included)

Covered	Not covered
<p>If <b>your</b> vehicle breaks down in the <b>UK</b>, as long as you're more than a quarter of a mile (measured in a straight line) from <b>home</b>, we'll send help to repair the vehicle. This could be a permanent or temporary repair. In some cases, <b>we</b> may be able to fix <b>your</b> vehicle remotely.</p> <p>If <b>our</b> remote team can't help or <b>our</b> patrol can't provide <b>you</b> with an emergency repair at the roadside, <b>we</b> can either:</p> <ol style="list-style-type: none"> <li>1. arrange for an <b>RAC Mobile Mechanic</b> to attend <b>you</b> in a safe location. <b>You</b> will need to pay for any repairs, or</li> <li>2. recover the vehicle and <b>passengers</b> to a destination up to 10 miles away. This could be: <ol style="list-style-type: none"> <li>a. an <b>RAC</b> approved garage, or</li> <li>b. another location, up to 10 miles away from the <b>breakdown</b>. This could be a local garage of <b>your</b> choice.</li> </ol> </li> </ol> <p>If <b>we</b> take the vehicle to a garage, we'll reimburse the cost of a taxi for <b>you</b> and <b>your passengers</b>. They must all travel to a single destination within 20 miles of the <b>breakdown</b>.</p>	<ol style="list-style-type: none"> <li>1. The cost of any parts or <b>specialist resource</b>.</li> <li>2. The fitting of parts, including batteries, supplied by anyone other than <b>us</b>.</li> <li>3. Any <b>breakdown</b> that happens because of a fault we've looked at in the past: <ol style="list-style-type: none"> <li>a. that hasn't been properly repaired, or</li> <li>b. that <b>we</b> have temporarily repaired. It's <b>your</b> responsibility to get it fixed. <b>We</b> won't attend repeat callouts for the same problem.</li> </ol> </li> <li>4. The cost of any repair work carried out by an <b>RAC Mobile Mechanic</b> after <b>your breakdown</b> and rescue, including labour and parts.</li> </ol>

Section 9.4

# Policy conditions



# Policy conditions

The following conditions apply to all sections of this policy. If **you** don't keep to them, **we** can refuse cover or cancel **your** policy (or both).

## 1. Policy cost

**You** must pay the agreed cost of **your** policy.

## 2. Direct request for services

**You** must request services directly from **us**. We'll only provide cover if we've arranged or authorised **your** services. If **your** vehicle is already at a garage or another place of repair, **you** won't be covered.

## 3. Callout to avoid repair cost

If **we** have reason to think **you** have called **us** out to avoid the cost of repairing **your** vehicle or to correct a repair that's been tried by someone else, **we** won't provide cover.

## 4. Driver must be with the vehicle

**You** must be with the vehicle at the time of the **breakdown** when **we** attend. If there isn't, **we** won't be able to provide a service.

## 5. Vehicle contents

Don't leave valuables in the car. **We** can't cover any loss or damage to the vehicle's contents.

## 6. Under-16s

If **we** need to recover **passengers** under the age of 16, an adult must accompany them.

## 7. Animals

The only animals allowed in **RAC** vehicles are assistance dogs. However, if **your** vehicle needs to be recovered, animals can stay in **your** vehicle at **your** own risk, or we'll do **our** best to find an alternative way to transport them. **We** won't be liable for any injury to animals or damage they cause. **We** do not transport livestock. We're not responsible for any costs relating to animals.

## 8. Roadworthiness

If **we** repair **your** vehicle, we're responsible for that repair, but this doesn't mean we're confirming the vehicle's legal and roadworthy condition. This is **your** responsibility.

## 9. Uninsured losses

**We** won't be responsible for any losses after a **breakdown** that aren't listed in this policy. For example, **we** won't pay for any loss of earnings or missed appointments.

## 10. Garage closed or can't help

If **we** take **your** vehicle to a garage, **we** can't guarantee it will be open or that repairs will start straight away. We'll try to check that the garage can do the kind of repairs needed, but **we** can't guarantee this. **We** won't take responsibility for repairs, whether done by an **RAC** Approved Garage or not. The contract for repairs will be between **you** and the garage or repairer.

## 11. Attendance times

**We** can't guarantee how quickly we'll be able to get to **you** after you've reported a **breakdown**, but we'll always try to take **your** circumstances into account. The estimated times **we** give **you** may change because of things outside of **our** control, including traffic, accidents, and weather. If **we** think it's the best solution for **you**, **we** may send one of **our** trusted partners to help **you**.

## 12. Specialist resources and glass

**Your** policy doesn't cover:

- a. **specialist resources** (for example, if you've lowered **your** suspension and **we** need special lifting equipment to move **your** vehicle onto **our** ramp), or
- b. damage to glass, even if the damage means **you** can't legally or safely drive. We'll arrange transport to a garage within 10 miles so **you** can get **your** vehicle fixed, but **you** will have to pay for the repairs, and any associated costs.

## 13. Breakdowns on motorways or dual carriageways

If **you** **break down** on a motorway or dual carriageway, **we** may need to get the local highways authority or emergency services to take **you** to a safe place before **we** can attend. This would apply, for example, to a **breakdown** on a live lane of a motorway.

## 14. Choice of options

If **you** make a **claim**, there may be more than one option available to **you**. Based on **our** experience and expertise, we'll recommend what **we** think is the best option. We'll always discuss **your** options with **you** clearly.

## 15. Other things that are not covered

This policy doesn't cover the following:

- a. routine servicing, maintenance, or assembly of **your** vehicle.
- b. ferry charges for **your** vehicle or **our** vehicle.
- c. **breakdowns** that happen during events or activities where the normal rules of the road don't apply. For example, **we** won't attend **breakdowns** on racetracks or if **you** have been immediately recovered from a racetrack.
- d. **breakdown** and recovery in a place **you** or **we** have no legal access to.
- e. vehicles that aren't being used in line with the maker's guidelines.

f. vehicles that aren't in good enough condition to drive. If **we** think **your** vehicle isn't in good enough condition to be legally driven, **we** can refuse **you** service.

g. a **claim** that is or may be affected by the influence of alcohol or drugs.

h. a **breakdown** caused by vehicle theft or fire.

i. vehicle-storage charges. If **your** vehicle can't be delivered as agreed and is being stored, we'll contact **you** at **your** last-known address. We'll provide details on collecting **your** vehicle and any fees that may be payable. In extreme instances, if **you** haven't collected or paid for the vehicle, it may be destroyed. We'll try to contact **you** before this happens.

16. **Events outside of our control** may stop **us** being able to offer **you our** service as usual. These could include such things as terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, we'll take steps to make sure **we** can offer **you** the best service possible.

## Included benefits

**We** offer these services as part of **your breakdown** policy package.

### Caravans and trailers

If **your** caravan or trailer breaks down in the **UK**, we'll try to repair it at the roadside. The repair may be temporary or permanent. **We** won't provide any other cover (such as recovery) under this policy if **your** caravan or trailer breaks down. However, if a vehicle breaks down and a caravan or trailer is attached to it, we'll recover the caravan or trailer as well if it is less than:

- 3.5 tonnes
- 7.0 metres long, and
- 2.55 metres wide.

### Service in the Republic of Ireland

If the **home** address listed on **your** policy is in Northern Ireland and **you break down** in the Republic of Ireland, we'll offer roadside attendance. This is described in Roadside (section A).

If the **home** address listed on **your** policy is in mainland **UK** and **you break down** in the Republic of Ireland, we'll only provide roadside attendance (section A).

### Urgent message relay

If **your** vehicle has **broken down** and **you** need to contact friends and family urgently, we'll try to get a message to them for **you**.

## Additional services

### 1. If you run out of fuel or charge, we will do one of the following.

- a. Bring enough fuel to get **you** to the nearest fuel station (**you** will have to pay for the fuel).
- b. Send one of **our** mobile EV charging vehicles (which will give **you** enough charge to reach the nearest charge point).
- c. Send a patrol to tow **you** to the nearest fuel station or charge point.

### 2. If you put the wrong fuel in your car, we will do one of the following.

- a. Arrange for a mis-fuel service to attend. They'll be able to drain the wrong fuel and flush the system if necessary. **You**'ll have to pay for this service, but it will mean **you** can get on **your** way sooner.
- b. Tow **you** up to 10 miles to the nearest garage or safe place.

### 3. Flooding

If **your breakdown** is caused by driving through flood water, we'll arrange for **your** vehicle to be taken to a local repairer. All further service needs to be covered by **you** or referred to **your** motor insurer.

### 4. Driver-induced faults

If **your** vehicle can't be driven due to other **driver-induced faults**, **we** may still be able to help **you**. This could be by arranging **specialist resources** to attend if **you** are stuck in a ditch.

**You** will need to pay for these services, but we'll discuss the options with **you** when **you** call **us**.

Section 9.5

# How to make a claim



## How to make a claim

UK Breakdown	
Online/In Writing	Download the myRAC app for the fastest way to report <b>your breakdown</b> . Or visit <a href="https://rac.co.uk/reportbreakdown">rac.co.uk/reportbreakdown</a> Going online is the fastest way to report <b>your breakdown</b> .
Telephone	0800 003 001 If <b>you</b> have difficulty communicating, <b>you</b> can text us on 0785 582 8282.
Claim Form Requests	
Telephone	From the <b>UK</b> : 0800 015 6836

Customer Services	
Post	<b>Tesco Insurance</b> , 2 South Gyle Crescent, Edinburgh EH12 9FQ
Email or phone	0345 246 2895
Options for people with communication difficulties	For drivers who are deaf, use Relay App or typephone, <b>you</b> can dial 18001 and then any of the phone numbers above for assistance.

03 numbers are charged at national call rates and are usually included in minute plans. Text messages are charged at **your** standard network rate. **Our** calls are monitored or recorded.

## What you need to know

This booklet has everything **you** need to know about **your** policy. But to make it easier to digest, we've pulled out some important bits below, like what **you** need when **you break down** and how to keep **your** cover valid.

### Broken down? You'll need to give **us** the details below

- **Your** name, policy number and the vehicle registration. If **you** don't have this handy, we'll need **your** house number and postcode.
- The vehicle's make, model and registration number.
- Where **you** have **broken down**. This could be an address, the road name, or the motorway name and nearest junction.
- A number **we** can contact **you** on.
- Some ID. This could be a bank card or a driving licence.

### Want an easier way to report **your breakdown**?

Download the myRAC app on App Store or Google Play. It's the fastest and easiest way to report a **breakdown**.

## Reminders to support your policy

- To make a **claim**, always call **us** and allow **us** to assess the **claim**. If **you** don't speak to **us** before requesting services, **you** will not be covered.
- If any of **your** details change, update **Tesco Insurance** straight away or **you** may not be covered.
- Keep **your** vehicle roadworthy. You'll need valid tax, insurance and MOT or **we** won't be able to help if **you break down**.
- We're here to help. But if **we** tell **you** about a fault or carry out a temporary repair, it's **your** responsibility to get it fixed. **We** won't attend repeat callouts for the same problem.
- **We** can't guarantee how quickly we'll be able to get to **you** after you've reported a **breakdown**, but we'll always take **your** circumstances into account.
- If **you** do **break down**, you'll be asked to read and sign a form that tells **you** what **we** found wrong with **your** vehicle and what **you** need to do. Please make sure **you** read and understand this.
- **Your** policy doesn't cover vehicles used for public or private hire, the carriage of good for hire and reward, demonstration purposes or carrying trade plates or vehicles over 3.5 tonnes. **We** also have length and weight restrictions (max 6.4m long and 2.55m wide) as **we** can't tow vehicles bigger than this. **We** also don't cover motorbikes.
- Keep a debit or credit card with **you** when **you** travel. **You** may need it for a hire car or to pay for things up front, even if you're covered.

Section 9.6

# Cancellation



## Cancellation

**You** can cancel **your** policy at any time by contacting **Tesco Insurance**.

If **your** Tesco Car Insurance policy is cancelled at any time, this policy will also be cancelled.

How much money **you** will get back depends on:

1. Whether **you** have used the service
2. When **you** cancel.

After **you** have bought **your** policy, there's a 'cooling-off period'. **Our** cooling-off period starts the moment **you** buy the policy and ends:

1. 14 days after the start date as shown in **your** schedule or
2. 14 days after **you** receive **your** documents if this is later.

**You** can use the table below to see how we'll deal with **your** cancellation.

Within the cooling-off period	After the cooling-off period
<p><b>If you haven't used our service:</b> We'll cancel the policy from the day <b>you</b> request it and refund <b>you</b> in full.</p> <p><b>If you have used our service:</b> If <b>you</b> have made a <b>claim</b>, <b>we</b> will not refund <b>you</b>.</p>	<p><b>If you haven't used our service:</b> We'll refund what <b>you</b> paid, minus an amount to reflect the time <b>you</b> have been covered.</p> <p><b>If you have used our service:</b> If <b>you</b> have made a <b>claim</b>, <b>we</b> will not refund <b>you</b>.</p>

**Your** policy can only be cancelled by contacting **Tesco Insurance**.

### Our right to cancel

- If **you** don't pay for **your** policy on time, we'll let **you** know, and **we** may cancel **your** policy.
- **We** may cancel **your** policy at any time. We'll refund any money **you** have paid minus an amount for the time **you** have been covered. If **we** cancel because **you** have misused **your** policy, **we** won't refund **you** in line with **our** cancellation terms.

## Misuse of **your** policy

### You must not:

1. Behave inappropriately towards **us** – this includes acting in a threatening or abusive manner, physically or verbally.
2. Persuade or try to persuade **us** to do anything dishonest or illegal.
3. Fail to mention important facts about a **breakdown** to make sure **you** can use **our** service.
4. Knowingly let someone who isn't covered by **your** policy try to **claim** on it.
5. Give payment details that **you** know will fail, with no intention of making a successful payment.

### If these conditions aren't met, we may:

1. Limit the cover **we** offer **you** at **your** next renewal.
2. Limit the payment options **we'll** accept from **you**.
3. Refuse to give **you** service under **your** policy immediately.
4. Cancel **your** policy immediately.
5. Refuse to sell **you** any policy or services in the future.

If **we** find any of **your claims** are fraudulent, we'll cancel **your** policy from the date of the fraud and reject the fraudulent **claim**. **You** won't receive any refund. We'll let **you** know in writing if **we** decide to take any of these steps.

## Renewing **your** policy

A new **RAC Breakdown** Cover may be issued when **you** renew **your** existing associated motor insurance policy.

Section 9.7

# How to make a complaint



## How to make a complaint

We hope you will be completely happy with your policy and the service provided.

If you are not satisfied, we would love to know, and we will aim to sort it out 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.

Let us know

Breakdown-related complaints	
In writing	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN
Telephone	0800 015 6836
Online/Email	breakdowncustomercare@rac.co.uk
Complaints about how your policy was sold or managed	
In writing	<b>Tesco Insurance</b> Breakdown Customer Care Freepost RSJB-RYLK-JKUX <b>Tesco Insurance</b> Complaints P. O. Box 277 NEWCASTLE UPON TYNE NE12 2BU
Telephone	0345 246 2895
Online/Email	Go to <b>our</b> website and use <b>our</b> online complaints form.

We will always try our best to resolve your complaint when you first contact us, however some complaints may take longer to resolve.

Section 9.8

# Other important information



## Other important information about your cover

**Breakdown** cover provided by **RAC** Motoring Services (Registered No 01424399) and/or **RAC** Insurance Ltd (Registered No 2355834). Registered in England and Wales; Registered Offices: **RAC** House, Brockhurst Crescent, Walsall WS5 4AW. **RAC** Motoring Services are authorised and regulated by the Financial Conduct Authority. **RAC** Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Our regulators

**RAC** Motoring Services is authorised and regulated by the Financial Conduct Authority. Their FCA number is 310208.

**RAC** Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their FCA number is 202737.

**You** can check this information on the Financial Services Register at: [register.fca.org.uk](http://register.fca.org.uk)

### Applicable Law

These contracts (and any dispute or **claim** about them) are subject to interpretation in line with the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the schedule) and other information relating to this contract will be in English.

### Data Protection

#### Data protection statement

This section provides a summary of how **RAC** uses **your** information. For full details about **RAC**'s use of **your** data, please visit [rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy).

**You** can contact the Data Protection Officer for **RAC** be emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to Data Protection Officer, **RAC** Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### What data will RAC use?

There are three types of information about **you** which **RAC** will use to provide **your RAC Breakdown Cover**:

1. Personal data: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
2. Non-personal data: information about **you** that is not personal, such as information about the vehicle.
3. Special category data: In very limited circumstances, **RAC** will collect special category data such as information relating to **your** health. **RAC** will only ask for this information when necessary and in accordance with data protection laws.

### How RAC collects your data

**RAC** obtains **your** data from **you** when **you** contact them directly. **RAC** also obtains **your** data from **Tesco Insurance** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **Tesco Insurance** in relation to this **RAC Breakdown Cover**.

### How RAC uses your data

**RAC** will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **RAC** also monitors and records any communications with **you** including telephone conversations and emails for quality and compliance reasons.

**RAC** may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on their behalf.

### Your rights

**You** have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit [rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy](https://rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy), contact **RAC's** Data Protection Officer or contact their Customer Service Team by:

**Telephone:** 0330 159 0337

**Email:** [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk)

**Post:** RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

# Tesco Insurance Breakdown Cover phone numbers

If **you** need assistance at the roadside, please call the appropriate number below

**Breakdown**

**0800 003 001**

## Tesco Car Insurance phone numbers

### Customer Services Line

**0345 246 2895**

Details of **our** opening times can be found on [tescoinsurance.com/help/contact-us](https://tescoinsurance.com/help/contact-us)

Or use your phone to scan the QR code



### Claims

Please report **your claim** to **your** car insurer or the Tesco Glass line; details can be found on **your** policy schedule

## We could help you save on other insurance

### Home Insurance

**0345 246 2904**

Details of **our** opening times can be found on [tescoinsurance.com/help/contact-us](https://tescoinsurance.com/help/contact-us)

### Travel Insurance

**0345 030 6124**

Details of **our** opening times can be found on [tescoinsurance.com/help/contact-us](https://tescoinsurance.com/help/contact-us)



Most of **your** documents are available in large print, audio or braille. To use Relay UK, just add 18001 before any of phone numbers. **You** can also reach **us** through an interpreter via InterpretersLive from Sign Solutions. Find out more and get the help **you** need at [tescoinsurance.com/support](https://tescoinsurance.com/support)

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

Tesco Home Insurance is arranged and administered by Tesco Insurance and is underwritten by Tesco Underwriting Limited. Tesco Travel Insurance is arranged and administered by Rock Insurance Services Limited and underwritten by AWP P&C S.A. Tesco Insurance is a trading name of Tesco Personal Finance Limited. Registered in Scotland No. SC173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised and regulated by the Financial Conduct Authority.



# Tesco Car Insurance phone numbers

## Customer Services Line

**0345 246 2895**

Details of our opening times can be found on [tescoinsurance.com/help/contact-us](https://tescoinsurance.com/help/contact-us)

Or use your phone to scan the QR code



## Claims

You can register your claim at [tescoinsurance.com/car-insurance/making-a-claim/](https://tescoinsurance.com/car-insurance/making-a-claim/)

## Tesco Glass Line

**0345 677 8888**

(for damage to windscreens and other window glass)

Lines are open 24 hours

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

## We could help you save on other insurance

### Home Insurance

**0345 246 2904**

Details of our opening times can be found on [tescoinsurance.com/help/contact-us](https://tescoinsurance.com/help/contact-us)

### Travel Insurance

**0345 030 6124**

Details of our opening times can be found on [tescoinsurance.com/help/contact-us](https://tescoinsurance.com/help/contact-us)



Most of your documents are available in large print, audio or braille. To use Relay UK, just add 18001 before any of our phone numbers. Find out more and get the help you need on our website.

Tesco Home Insurance and add-on insurance products are arranged by Tesco Insurance acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Travel Insurance is arranged and administered by Rock Insurance Services Limited and underwritten by AWP P&C S.A.

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 Car Insurance and add-on insurance products are arranged by Tesco Insurance acting as an insurance intermediary and are underwritten by a select range of insurers. Tesco Insurance is a trading name of Tesco Personal Finance Ltd. Registered in Scotland No. SC173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised and regulated by the Financial Conduct Authority.

