

# Tesco Insurance Upgraded Courtesy Car Cover

Policy Booklet

**TESCO** Insurance

# Contents



Section 1

**About your cover >**

---



Section 2

**Meaning of words >**

---



Section 3

**Policy conditions >**

---



Section 4

**What is covered / not covered >**

---



Section 5

**How to make a claim >**

---



Section 6

**How to make a complaint >**

---



Section 7

**Cancellation >**

---



Section 8

**Other important information >**

Section 1

# About your cover



# Tesco Insurance Upgraded Courtesy Car Cover terms and conditions

Thank you for choosing Tesco Insurance Upgraded Courtesy Car Cover, which is arranged and administered by Tesco Personal Finance Ltd (trading as Tesco Insurance) and underwritten by Tesco Underwriting Limited.

## Regulatory information

Tesco Personal Finance Ltd and Tesco Underwriting are authorised and regulated by the Financial Conduct Authority (FCA). Tesco Underwriting is also authorised by the Prudential Regulation Authority (PRA).

Financial Services Register numbers:

- Tesco Underwriting Limited: 517719
- Tesco Insurance: 186022

You can verify this information on the FCA website or by contacting the PRA at 020 7601 4878.

## Your cover

**Your** Upgraded Courtesy Car Cover provides the protection described in this **policy** if **your** car becomes unusable due to an **insured incident** during the period of insurance shown on your Tesco Car Insurance **policy** schedule, provided the **premium** has been paid or agreed to be paid.

## Important documents

Please read this booklet alongside **your**:

- Tesco Car Insurance policy booklet
- Policy schedule
- Statement of fact

Some words in this **policy** are printed in bold. Their definitions can be found in the section titled 'Meaning of words' starting on the next page.

## Need help?

If you have any questions about your cover or documents, please call **our** Customer Services Line on **0345 246 2895**. Details of our opening times can be found at **[tescoinsurance.com/help/contact-us](https://tescoinsurance.com/help/contact-us)** or use **your** phone to scan the QR code



# Contract of insurance

## Your policy contract

This **policy** forms a contract of insurance between **you** and the **insurer**. It includes important information about what is covered and what is not covered.

**Your car insurance policy** schedule will confirm whether **you** have cover under this **policy**.

## Premium and cover

In return for paying (or agreeing to pay) the **premium**, the **insurer** will provide cover for a temporary **replacement vehicle**, in line with the terms and conditions of this **policy**.

## Accuracy of information

It is **your** responsibility to ensure that all information provided by **you** (or on **your** behalf) is true and complete.

Making a false statement or misrepresenting information could result in:

- **your policy** being voided (as if it never existed),
- all claims being refused, and
- all **premiums** paid being retained.

If there are any errors in **your** Statement of Fact, Schedule, or Certificate of Motor Insurance, **your policy** may be voided.

Please contact our Customer Services Line (0345 246 2895) immediately if **you** are unsure whether your **policy** details are correct. This ensures that **you** and any **insured person** continue to have full protection.

## Applicable law

Unless agreed otherwise in writing, English law applies to this contract.

If you live in Jersey, the law of Jersey applies, and the Jersey courts will have exclusive jurisdiction over any disputes.

## Language and third-party rights

All contractual terms, conditions, and related information will be provided in English.

Except where required by law or explicitly stated in this **policy**, no **third party** has any rights under this **policy** or to enforce any part of it.

## Check your documents

Please review all documents carefully to ensure the cover meets **your** needs.

Section 2

# Meaning of words



## Meaning of words

The following words or phrases will be found in **bold** throughout this policy and have specific meanings. **We** show the meaning of these words below.

<b>Administrator</b>	Tesco Personal Finance Ltd (trading as 'Tesco Insurance') 2 South Gyle Crescent Edinburgh EH12 9FQ  Customer Services Line 0345 246 2895. Details of <b>our</b> opening times are on <b>our</b> website.
<b>Car Insurance policy</b>	The Tesco <b>Car Insurance policy</b> for which a schedule has been issued that states <b>you</b> have Tesco Insurance Upgraded Courtesy Car Cover.
<b>Geographical limits</b>	Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
<b>Insured incident</b>	An event that results in a valid claim under the <b>car insurance policy</b> for repairs to <b>the car</b> , the unrecovered theft of <b>the car</b> , or the <b>total loss of the car</b> .
<b>Insured person</b>	A person named as a driver on the current Certificate of Motor Insurance issued under the <b>car insurance policy</b> . This does not include any person temporarily added to the <b>car insurance policy</b> .
<b>Insurer</b>	Tesco Underwriting Limited, London Court, 39 London Road, Reigate, Surrey RH2 9AQ.
<b>Period of insurance</b>	The period for which <b>you</b> have Tesco Insurance Upgraded Courtesy Car Cover as shown on the <b>car insurance policy</b> schedule(s), but excluding the first 24 hours after the start date of this <b>policy</b> where this <b>policy</b> was added after the start date or renewal of the <b>car insurance policy</b> .
<b>Policy</b>	This Tesco Insurance Upgraded Courtesy Car Cover contract of insurance.
<b>Premium</b>	The payment for the Tesco Insurance Upgraded Courtesy Car Cover <b>policy</b> , which needs to be paid to the <b>administrator</b> to obtain the benefit of this <b>policy</b> .

<b>Replacement vehicle</b>	A vehicle that is similar to <b>the car</b> only in respect of seating (up to a maximum of 8 seats including the driver) and luggage capacity as provided by <b>our</b> approved supplier within the <b>geographical limits</b> . Please note, the vehicle is not intended to be a 'like for like' replacement to <b>your</b> vehicle.
<b>The car</b>	The vehicle that <b>you</b> have given <b>us</b> details of under the <b>car insurance policy</b> and for which <b>we</b> have issued a Certificate of Motor Insurance. This does not include any vehicles temporarily added to the <b>car insurance policy</b> .
<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 the <b>car insurance policy insurer's</b> engineer as uneconomical to repair due to circumstances covered under the terms of <b>your car insurance policy</b> .
<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>We, our, us</b>	The <b>administrator</b> and/or the <b>insurer</b> .
<b>You, your</b>	The person shown under 'Policyholder details' on the <b>car insurance policy</b> schedule.

Section 3

# Policy Conditions



# Policy conditions

## 1. Conditions of use

- Both this **policy** and the **car insurance policy** must be in force, and **the car** must be used in accordance with the terms and conditions of both policies, at the time of an **insured incident** giving rise to a claim under this **policy**. **You** must not cancel cover under **your car insurance policy** for the duration of the period that the **replacement vehicle** is provided.
- In the event of cancellation or voidance of the **car insurance policy**, or if cover under the **car insurance policy** is reduced to **third party**, fire and theft, or **third party** only, all cover under this **policy** will cease. **You** must return the **replacement vehicle** to **our** vehicle supplier before **you** cancel the **car insurance policy**.
- The **replacement vehicle** will only be available for use within the **geographical limits**.
- An **insured person** will be required to produce their driving licence and personal identification when obtaining a **replacement vehicle**.
- **Your car insurance policy** will automatically be extended to cover the **replacement vehicle** for the period it is provided under the terms of this **policy**, but not for any period outside the terms of this contract where **you** have agreed an extension to the hire period with **our** vehicle supplier. All terms, conditions and exclusions of **your car insurance policy**, including the excesses stated on **your car insurance policy** schedule, will apply to the **replacement vehicle** during the period that **we** have agreed. Any drivers temporarily added to **your car insurance policy** will not be covered to drive the **replacement vehicle**. If **you** have to make a claim for the loss of or damage to the **replacement vehicle** **your** claims history will show this and **your** No Claim Discount or other features of **your car insurance policy** may be revised by **your car insurance policy insurer** at **your** next renewal.
- All **insured persons** must take reasonable steps to protect the **replacement vehicle**, and anything in or attached to it, against loss or damage. This includes making sure that when not in use the **replacement vehicle** has all windows, doors, roof openings and hood closed and locked and all keys or devices kept securely away from the **replacement vehicle** by the **insured person** authorised to use the **replacement vehicle**.
- **You** are responsible for any fines, penalties or charges (including the reasonable administration costs of dealing with these), or the cost of fuel, and other items, that are incurred or used in or in connection with the **replacement vehicle**.

- Provision of a **replacement vehicle** will be subject to the terms and conditions of **our** approved vehicle supplier. These form part of this **policy**, and are also set out in the vehicle hire agreement, which will be given to the **insured person** to review and sign when **you** make a claim on this **policy**.

## 2. 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** who:

- 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.

## 3. 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.

## 4. 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.

If during a claim under this **policy** the **car insurance policy** reaches the end of its **period of insurance**, and is not renewed, **we** will continue to provide cover on the **replacement vehicle** on the same terms as the **car insurance policy** for the period of hire that **we** have agreed to cover.

## 5. Claims as a result of drink or drugs

**We** will only pay claims under this **policy** if an **insured person** is not driving illegally due to excess levels of alcohol or the use of drugs.

If an **insured incident** arises whilst any **insured person** is driving **the car** or the **replacement vehicle** illegally due to exceeding the legal limits of alcohol or the use of drugs, or fails to supply a specimen, or provide permission, for alcohol or drug analysis, then there will be no cover for the costs of a **replacement vehicle** under this **policy** and **we** reserve the right to recover any costs **we** incur under this **policy** from **you** or an **insured person**. **We** also reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings.

Section 4

# What is covered / not covered



# What is covered

## When you are eligible

In the event that **you** or any **insured person** is involved in an **insured incident** that is not solely the fault of an identifiable **third party** and **the car** is:

- ✓ **unroadworthy** and awaiting repair by **your car insurance policy insurer's** approved repairer;
- ✓ being repaired by **your car insurance policy insurer's** approved repairer;
- ✓ stolen and not recovered; or
- ✓ a **total loss**,

**we** will provide a **replacement vehicle**. The vehicle will be made available to and for the use of an **insured person** for up to a maximum of 28 days.

## When will you get the replacement

- ✓ If **the car** has been stolen or is **unroadworthy** (as established by **our** vehicle supplier), **we** aim to provide a **replacement vehicle** within 24 hours for a standard car.
- ✓ If **the car** is not made **unroadworthy** as a result of the **insured incident**, **we** will provide a **replacement vehicle** when **the car** is collected for repairs by the approved repairer or within 24 hours if **the car** is immediately collected for repairs.
- ✓ However, where **the car** has an automatic transmission or has been professionally adapted or converted due to a physical disability, **we** aim to provide a suitable **replacement vehicle** within 48 hours.

## How long you can keep the replacement vehicle

**We** will provide the **replacement vehicle** subject to the overall limit of 28 days for the periods specified in the following cases:

- ✓ If **the car** is **unroadworthy** but can be repaired, until it is returned to **you** following repairs;
- ✓ If **the car** is roadworthy but has accident damage, until it is returned to **you**;
- ✓ If **the car** has been stolen and is recovered with damage, until it is returned to **you** following repairs;
- ✓ If **the car** was stolen and recovered undamaged, until it is returned to **you**; and

- ✓ If **the car** is declared a **total loss**, or is not recovered after a theft, the cover will continue until three days after a cheque is issued under **your car insurance policy** representing the reasonable valuation of **the car**.

## When you must return the replacement vehicle

**You** must return the **replacement vehicle** within the following time periods (unless **we** have agreed otherwise), whichever occurs first:

- ✓ within 24 hours of **you** changing **the car** under your **car insurance policy**, or
- ✓ on completion of the repairs to **the car**, or
- ✓ on, or before, the third day after **your insurer** has issued a settlement cheque representing the reasonable valuation of **the car**, or
- ✓ on the 28th day of **you** being in possession of the **replacement vehicle**.

## Car collection and your responsibility

- ✓ **Our** vehicle supplier will contact **you** to arrange a time and place to collect the **replacement vehicle**.
- ✓ If the **replacement vehicle** is not returned within the timescales shown above, **you** will be liable for the costs of the **replacement vehicle** for any period outside of those timescales, unless **we** have agreed otherwise.

## When a replacement vehicle for windscreen claims is provided

In the event of an **insured incident** that results solely in a claim under the windscreen cover section of **your car insurance policy**, **we** will only provide a **replacement vehicle** if:

- ✓ **the car** is **unroadworthy** as a result of the windscreen and/or window glass damage; and
- ✓ **our** glass supplier is unable to replace or repair the windscreen and/or window glass within 48 hours.

# What is not covered

## Eligibility

- ✗ Any insured incident occurring **outside of the period of insurance**.
- ✗ Any **insured incident** occurring within the first 24 hours after the start date of this **policy** where it was added after the start or renewal date of the **car insurance policy**.
- ✗ Any **replacement vehicle** costs incurred after the **car insurance policy** is cancelled or voided.
- ✗ An **insured incident** involving any vehicle that an **insured person** temporarily adds or substitutes under the **car insurance policy** and any vehicle driven under the 'Driving other cars' extension in **your car insurance policy**.
- ✗ Incidents involving **temporary or substitute vehicles** or those driven under the 'Driving other cars' extension.
- ✗ The costs of a replacement vehicle for any periods in which **the car** is being serviced, or in which repairs not covered by the **car insurance policy** are made to **the car**.
- ✗ The provision of a **replacement vehicle** outside of the **geographical limits**.
- ✗ Use of the **replacement vehicle** outside of the **geographical limits**.
- ✗ The costs of a **replacement vehicle** when **the car** is repaired or awaiting repair by a repairer that is not approved by the **car insurance policy insurer**.
- ✗ The costs of a **replacement vehicle** of a capacity greater than eight seats, including the driver.
- ✗ The cost of a **replacement vehicle** on a 'like for like' basis, e.g. a **replacement vehicle** that is of similar value, performance or trim level as **the car**.
- ✗ Any liability **we** incur as a result of an **insured person** not adhering to the vehicle supplier's conditions

## Return conditions

- ✗ Those costs resulting from an **insured person** not returning the **replacement vehicle** within the timescales specified under 'What is covered', unless **we** have agreed otherwise.

## Criminal conduct and reporting requirements

- ✗ Any **insured incident** involving theft or theft damage, unless the **insured incident** has been reported to the police and a crime reference number has been obtained.
- ✗ Any costs arising from a deliberate or criminal act or omission by any **insured person**.
- ✗ An **insured incident** in which any **insured person** is driving **the car** or the **replacement vehicle** illegally due to exceeding the legal limits of alcohol or the use of drugs, or the use of drugs, other than drugs taken as prescribed by a Medical Practitioner, or failed to supply a specimen, or providing permission, for alcohol or drug analysis.

## Additional costs not covered

- ✗ Fines, penalties or charges (including the reasonable administration costs of dealing with these) or the cost of fuel, and other items incurred or used in respect of the **replacement vehicle**.

Section 5

# How to make a claim



## How to make a claim

To make a claim, please call **your car insurance policy insurer** on **0345 677 3377**.

When **you** notify them of a claim, **you** should also inform them that **you** are making a claim under this **policy**.

If **you** notify them during normal office hours, **you** will receive a call back within two hours. If **you** notify them outside of office hours, **you** will receive a call back within two hours of the next working day.

During the call back, please inform **us** if:

- an **insured person** is only licensed to drive a vehicle with an automatic transmission, or
- a **replacement vehicle** is needed that is specifically adapted for a driver or passenger with a physical disability.

If **the car** has been stolen or has suffered theft damage, **you** must provide a police crime reference number before **your** claim can be considered.

### Windscreen cover claims

If the **insured incident** only results in a claim under the windscreen cover section of **your car insurance policy**, and:

- the glass supplier has advised that they cannot repair or replace the glass within 48 hours, and
- **the car** is **unroadworthy**,

then please contact the windscreen claims number shown on **your car insurance policy** schedule. They will notify **us** of the claim under this **policy**.

### Delays in providing information

If an **insured person** causes an unreasonable delay in providing any documents or information **we** reasonably require to process the claim, **we** reserve the right to withdraw the **replacement vehicle**.

In such cases, the **replacement vehicle** must be returned to **our** vehicle supplier within 24 hours.

### After your call

**Our** vehicle supplier will contact **you** within the timescales mentioned above to arrange a **replacement vehicle**.

If **you** experience any delay in being contacted, please call the **insurer** on 0345 677 3377. They will resolve the issue promptly with the vehicle supplier.

Section 6

# 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 like to know and **we** will aim to resolve it as quickly and fairly as possible. **We** have the following complaints procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

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

- Telephone Tesco Insurance on 0345 246 2895; or
- Write to Tesco Insurance and send to:

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:**

- Telephone: 0345 677 3377; or

- Write to:  
Tesco Underwriting  
Floor 2, Quorum Business Park  
Newcastle Upon Tyne  
NE12 8BU

or

- Email [05\\_CBS\\_Newcastle@tescoinsurance.com](mailto:05_CBS_Newcastle@tescoinsurance.com)

## **Step 2: Contact the Financial Ombudsman Service**

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

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Section 7

# Cancellation



## 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.

### General policy conditions

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 9.9 of the Motor Policy booklet.
- 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.

### 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 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.

Section 8

# Other important information



## 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.

## Financial Services Compensation Scheme (FSCS)

The **administrator** and the **insurer** are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if the **administrator** or the **insurer** are unable to meet their obligations to **you**. Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## Customer Services Line

**0345 246 2895**

Details of our opening times can be found at [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 are on our website.

### Travel Insurance

**0345 030 6124**

Details of our opening times are 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. Courtesy of Allianz partners.



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 recorded and may be monitored.

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. SC173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised and regulated by the Financial Conduct Authority. 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.

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