

# Tesco Car Insurance Cover

Policy Booklet



**TESCO** Insurance

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## 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 Tesco Car Insurance

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 its fully owned subsidiary, 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.

In addition to the administration charges for certain changes to **your** policy, **Tesco Insurance** receives remuneration from Tesco Underwriting Ltd which consists of commission. **Tesco Insurance** may also receive a share of underwriting profit. These are already included as part of **your** premium.

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.

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.

This policy is underwritten by Tesco Underwriting Ltd.

This booklet contains important information on what is and is not covered by **your** policy.

**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**.

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

# Your cover at a glance



## Your cover at a glance

Your **schedule** will show **you** the type of cover **you** have selected.

Based on **your** responses to **our** questions, the types of cover available are listed below. **We** have included a short explanation for each so that **you** can decide if the cover **you** chose is right for **you**.

Please remember that general conditions and exclusions always apply. If any extra conditions apply, they will show on **your schedule**.

- **Bronze comprehensive car**  
This policy meets the demands and needs of those who want to be insured against **third party** liability claims that arise from the use of **the car**, and damage to, or loss of **the car**, including as a result of fire or theft but excluding damage to the windscreen.
- **Silver comprehensive car**  
This policy meets the demands and needs of those who want to be insured against **third party** liability claims that arise from the use of **the car**, and damage to, or loss of **the car**, including as a result of fire or theft and damage to the windscreen.
- **Gold comprehensive car**  
This policy meets the demands and needs of those who want to be insured against **third party** claims that arise from the use of **the car**, and damage to, or loss of **the car**, including as a result of fire or theft and damage to **the car** windscreen. The policy also includes the following additional benefits: enhanced courtesy car, misfuelling, increased child seat cover, increased personal belongings cover and hotel accommodation after an accident.
- **Silver third party, fire and theft car**  
This policy meets the demands and needs of those who want to be insured against **third party** liability claims that arise from the use of **the car** and for damage to, or loss of **the car** caused by fire and theft.
- **Silver third party only car**  
This policy meets the demands and needs of those who want to be insured against **third party** liability claims that arise from the use of **the car** with no cover for **the car**.

Section 4

# How your booklet works



## How your booklet works

In the policy sections **we** have included a guide to show which benefits are included as standard, conditional, or are not available within **your** level of cover. **You** will also find more information on each policy benefit, and to what extent they are included in **your** chosen cover.






**We** will use the following symbols to indicate what is and isn't included.

 Not Included

 Included

 Conditional

Below is an example of how tables will be set out in each section.

Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
Example benefit					

Section 5

# Key definitions



## Key definitions

You will notice certain words in this policy are printed in **bold** – the meaning of these 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 you 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>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 you 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 car</b> also mean <b>the 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 6

# Features and limits of cover



## Section A – Loss or damage to the car

Features and limits of each level of cover.

Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
	<b>We will pay you up to</b>				
Damage due to an accident	Market value	Market value	Market value	✗	✗
Fire, lightning, theft or attempted theft	Market value	Market value	Market value	Market value	✗
Audio/visual/ electronic – manufacturer equipment	Market value	Market value	Market value	Market value	✗
Audio/visual/ electronic – aftermarket equipment	✗	£1,000	£1,000	£1,000	✗
Stolen keys	£300	£750	Market value	✗	✗
Lost keys	✗	✗	Market value	✗	✗
Misfuelling	✗	✗	✓	✗	✗
Uninsured driver promise	✗	✓	✓	✗	✗
Vandalism promise	✗	✗	✓	✗	✗

Subject to the benefits and cover limits stated in the features and limits table, **we** will cover **the car** if it is lost or damaged due to:

- ✓ Accidental damage
- ✓ Malicious damage
- ✓ Vandalism
- ✓ Fire, lightning
- ✓ Theft or attempted theft

## Audio/visual/electronic equipment

- ✓ Subject to the benefits and cover limits stated in the features and limits table **we** will also cover loss or damage to **the car's** audio, navigational, telephone, entertainment, visual or electronic equipment, if it is permanently fitted to **the car**.

## Keys

- ✓ Subject to the benefits and cover limits stated in the features and limits table **we** will also cover the cost of replacing **the car** keys, or any other ignition device as well as the cost of replacing the locks for the door, boot, ignition and steering if:
  - ✓ The keys are stolen or taken without **your** permission.
  - ✓ The keys are lost (if **you** are insured under the Gold product) from somewhere other than **the car**.

This is subject to this theft or loss being reported to **us** and – in the event of theft – the police within 24 hours of discovering it and a reference number being provided.

## Misfuelling

- ✓ Subject to **you** having cover under the Gold product **we** will also cover **the car** if the **insured person** accidentally fills **the car** with the incorrect fuel. **We** will cover:
  - ✓ Drainage and flushing of the fuel tank on site using a specialist roadside vehicle, or;
  - ✓ Recovery of **the car**, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
  - ✓ Replenishing the fuel tank with 10 litres of the correct fuel.

## Uninsured driver promise

- ✓ Subject to the benefits and cover limits stated in the features and limits table, if **you** make a claim for an accident that is not **your** fault and the driver of the motor vehicle or motorcycle that hits **the 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.

## Vandalism promise

- ✓ Subject to **you** having cover under the Gold product, if **you** make a claim for **the car** for damage because of vandalism that is a malicious and deliberate act, **your** no claim discount will be reinstated provided:
  - ✓ **You** report the **insured incident** to the police and send **us your** crime reference number. If the vandalism was committed by someone who's named on **your** policy, **you** must still report it and help the police with their investigation.
  - ✓ **You** satisfy **us** that the damage is the result of vandalism.
  - ✓ In all cases, **your** no claims discount will be affected until **you** provide **us** with **your** crime reference number.
  - ✓ **Your excess** will still be payable.

## What is not covered in addition to the general policy exclusions

- ✗ Claims in **excess** of the **market value** of **your** vehicle or the limit as defined in the features and limits table.
- ✗ Loss of or damage to **the car**, audio, navigational, telephone, entertainment, visual or electronic equipment 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** OR
  - ✗ The engine or power supply has been left on or running when **the car** is unattended by an **insured person** OR
  - ✗ 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, car fob or device is effective, or not kept securely away from **the car**.
- ✗ The **excesses** shown within **your schedule**.
- ✗ 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 **us**.
  - ✗ 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, documents or goods.
- ✗ Damage to **your** tyres caused by braking, punctures, cuts or bursts.
- ✗ Costs of importing parts or accessories or storage costs caused by delays, 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.
- ✗ Loss of or damage to **the car** if, at the time of the **insured 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.
- ✗ Loss or damage to **the car** caused by an inappropriate type or grade of fuel being used, or by fuel contaminated by the introduction of a polluting substance or inappropriate additive.

## Section B – Windscreen

Features and limits of each level of cover.

Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
	<b>We will pay you up to</b>				
Windscreen repair	✗	<b>Market value</b> if approved repairer or £40 if non-approved repairer.	<b>Market value</b> if approved repairer or £40 if non-approved repairer.	✗	✗
Windscreen replacement	✗	<b>Market value</b> if approved repairer or £125 if non-approved repairer.	<b>Market value</b> if approved repairer or £125 if non-approved repairer.	✗	✗

**What is covered**, subject to what is stated in the features and limits table:

- ✓ 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 pay for scratching to the paintwork caused by the broken glass from the windscreen or window, even if there has not been any other loss or damage.
- ✓ If an **insured 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”.
- ✓ 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, **we** will pay up to the **market value of the car**. If **you** do not, the most **we** will pay is up to £125 for replacement or up to £40 for a repair after deducting the **excess** shown in the **schedule**.

- ✓ 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 in addition to the general policy exclusions

- ✗ The **excesses** shown in the **schedule**.
- ✗ 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.
- ✗ Repair or replacement of any windscreen or window unless it is made of glass.
- ✗ Repair or replacement of broken or damaged sunroofs, fixed or moveable glass roof panels and the associated mechanisms.
- ✗ The hood or roof structure of a convertible or cabriolet vehicle and the associated mechanisms.
- ✗ Deliberate damage caused by anyone insured under **your** policy, 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.



## Section C – Liabilities to third parties

Features and limits of each level of cover.

Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
	<b>We will pay you up to</b>				
Death or Injury to Third Parties	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Third Party Liability	£20m	£20m	£20m	£20m	£20m
Driving other cars	✗	🔍	🔍	🔍	🔍
Emergency medical treatment	£100 per injured person	£100 per injured person	£100 per injured person	£100 per injured person	£100 per injured person

### What is covered

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

- ✓ **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 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;
- ✓ There is a current and valid policy of insurance held for the **private motor car** in accordance with the Road Traffic Act.
- ✓ **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.
- ✓ Any person driving **the car** with **your** permission (if **your certificate of motor insurance** shows that he/she/they is/are 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 because 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 Act.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as if they had not died to their legal personal representatives.

## Driving other cars

Please check whether **your certificate of motor insurance** allows **you** to drive other **private motor cars**. If **you** are allowed to drive other **private motor cars**:

- ✓ **You** will only have cover for damage **you** cause to other people or their property.
- ✗ **You** will not be covered for damage to or loss of the vehicle **you** are driving.
- ✗ **You** will not be covered to drive any other vehicle owned or registered to **you**.
- 🔍 There must be a current and valid policy of insurance covering the vehicle **you** are driving.
- 🔍 Please note that if **you** have this cover, it only applies to **you**, it does not apply to any other drivers named on the policy or **certificate of motor insurance**.

## Emergency medical treatment

- ✓ 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.

## What is not covered in addition to the general policy exclusions

- ✗ 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 whilst undertaking their work, even if the death or injury is caused by anyone insured by this policy.
- ✗ Claims by the **insured person** for loss of or damage to their own property or property in their care.
- ✗ Any loss of or damage to a vehicle, trailer, trailer-caravan or broken-down vehicle covered by this policy when being towed.
- ✗ 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 D – Additional cover

Features and limits of each level of cover.

Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
	We will pay you up to				
Courtesy Car	✓	✓	Enhanced	✗	✗
Personal Accident	£1,000	£5,000	£7,500	✗	✗
Personal Belongings	✗	£200	£500	✗	✗
Child Seats	£300	£300	Market Value	£300	✗
Replacement Car	✗	✓	✓	✗	✗
Onward Travel	✗	£150	£500	✗	✗
Hotel Expenses	✗	✗	£500	✗	✗

### Courtesy car

**What is covered**, subject to what is stated in the features and limits table:

- ✓ 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.

- ✓ **The car** insurance policy will automatically be extended to cover the courtesy car for the period it is provided to **you** while **the 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** must 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.
- ✓ For Gold cover **you** will receive all the above benefits, but **we** will offer **you** an equivalent size of **the car** in respect of fuel type, seating (up to a maximum of eight seats including the driver) and luggage capacity covered under this policy for up to a maximum of 28 days.

### What is not covered

- ✗ If **you** have made a claim under Section B – Windscreen cover, unless **you** have Gold cover. Cover will be extended up to 28 days for the duration of the repair if **the car** is **unroadworthy** because 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.
- ✗ A courtesy car will not be provided if **your** vehicle is declared a **total loss** unless **you** have Gold cover. Cover will be extended up to 28 days from the date **the car** has been declared a **total loss** to enable **you** time to replace **the car**.
- ✗ 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, unless **you** have Gold cover.
- ✗ A courtesy car will not be provided in the event of a misfuelling claim.

### Personal accident

**What is covered**, subject to what is stated in the features and limits table:

- ✓ 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 up to the cover limits indicated under the section of features and limits table:
  - ✓ For death.
  - ✓ For total and permanent loss of sight in one eye.
  - ✓ For total and permanent loss (at or above the wrist or ankle) of one hand or one foot.

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

### What is not covered in addition to the general policy exclusions

- ✗ 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 must by law.
- ✗ If **you** or **your partner**, have more than one motor policy with **us**, **we** will only pay under one policy.

## Personal belongings

**What is covered**, subject to what is stated in the features and limits table:

- ✓ If **you** make a claim under Section A **we** will cover **your** personal belongings in **the car** that are lost or damaged following an accident, fire or theft involving **the car**:
  - ✓ Up to the cover limits indicated under the section of features and limits table for the cost of the item, less an amount for any wear and tear or loss of value through depreciation.

### What is not covered

- ✗ **We** will not cover **you** for any goods, tools or samples that are carried as part of any trade or business or money, stamps, tickets, documents and securities (such as share or bond certificates).

## Child seats

- ✓ **We** will cover the cost of replacing any child seats which are fitted to **the car** at the time of the **insured incident** with one of a similar model and standard, even if there is no apparent damage, providing **you** have made a valid claim under Section A and up to the cover limits defined within the features and limits table.

### What is not covered

- ✗ Any claims as a result of **the car** being misfuelled.

## Replacement car

**What is covered**, subject to what is stated in the features and limits table:

- ✓ In the event of a valid claim under Section A 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:
  - ✓ The cover limits indicated within the table of features and limits.
  - ✓ **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**.
  - ✓ The loss or damage does not arise from misfuelling.

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**.

## Onward travel

**What is covered**, subject to what is stated in the features and limits table:

If **you** or any driver shown on the **certificate of motor insurance** is unable to complete a journey because of an **insured incident**, other than misfuelling, that gives rise to a valid claim under Section A of **your** policy and is within **geographical limits**, **we** will refund:

- ✓ The costs of travel of the occupants of **the car** to the planned destination or to **your** home subject to the cover limits indicated within the features and limits table OR
- ✓ The cost for 1 night's overnight accommodation subject to this being required within 24 hours of the **insured incident** occurring, and **you** having cover under the Gold product and subject to the cover limits indicated within the features and limits table.

Travelling or accommodation expenses will be refunded once valid receipts are provided to **us** for reimbursement.



## Section E – No claims discount and protection

### No claims discount (NCD)

If a claim has not been made during the **period of insurance**, we will increase **your** no claims discount by one year (up to a maximum of 9 years) and a discount 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 show 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 claims discount will be reinstated. Claims made for misfuelling under Section A, or for Windscreen cover under Section B (**your** policy **schedule** shows if **you** have this cover) will not affect **your** no claims discount.

### No claims discount 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 in the first policy year.

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

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

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

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

## Section F – Using your car abroad

Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
Policy cover	90 days	90 days	90 days	90 days	90 days
Road cover required by law	✓	✓	✓	✓	✓

### Driving 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 and 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 if **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**.
- ✗ Onward travel does not apply outside of the **geographical limits**.
- ✗ Misfuelling cover does not apply outside of the **geographical limits**.

Section 7

# Table of features and limits



Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
<b>Section A – Loss or damage to the car</b>	<b>We will pay you up to</b>				
Damage due to an accident	Market value	Market value	Market value	✗	✗
Fire, lightning, theft or attempted theft	Market value	Market value	Market value	Market value	✗
Audio/visual/electronic – manufacturer equipment	Market value	Market value	Market value	Market value	✗
Audio/visual/electronic – aftermarket equipment	✗	£1,000	£1,000	£1,000	✗
Stolen keys	£300	£750	Market value	✗	✗
Lost keys	✗	✗	Market value	✗	✗
Misfuelling	✗	✗	✓	✗	✗
Uninsured driver promise	✗	✓	✓	✗	✗
Vandalism promise	✗	✗	✓	✗	✗
<b>Section B – Windscreen</b>	<b>We will pay you up to</b>				
Windscreen repair	✗	Market value if approved repairer or £40 if non-approved repairer.	Market value if approved repairer or £40 if non-approved repairer.	✗	✗
Windscreen replacement	✗	Market value if approved repairer or £125 if non-approved repairer.	Market value if approved repairer or £125 if non-approved repairer.	✗	✗

Products	Bronze comprehensive car	Silver comprehensive car	Gold comprehensive car	Silver third party, fire and theft car	Silver third party only car
<b>Section C – Liabilities third parties</b>	<b>We will pay you up to</b>				
Death or injury to third parties	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Third party liability	£20m	£20m	£20m	£20m	£20m
Driving other cars	✗	🔍	🔍	🔍	🔍
Emergency medical treatment	£100 per injured person	£100 per injured person	£100 per injured person	£100 per injured person	£100 per injured person
<b>Section D – Additional cover</b>	<b>We will pay you up to</b>				
Courtesy car	✓	✓	Enhanced	✗	✗
Personal accident	£1,000	£5,000	£7,500	✗	✗
Personal belongings	✗	£200	£500	✗	✗
Child seats	£300	£300	Market value	£300	✗
Replacement car	✗	✓	✓	✗	✗
Onward travel	✗	£150	£500	✗	✗
Hotel expenses	✗	✗	£500	✗	✗
<b>Section E – No Claims Discount and protection</b>					
No claims discount and protection	🔍	🔍	🔍	🔍	🔍
<b>Section F – Using your car abroad</b>					
Policy cover	90 days	90 days	90 days	90 days	90 days
Road cover required by law	✓	✓	✓	✓	✓

Section 8

# General policy exclusions



## General policy exclusions

We will not pay 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 shown 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 or 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 to carry more than eight people, including the driver.
- ✗ 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, hostilities, 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 an 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 limits** is not covered by this policy unless the proceedings are brought, or a judgement is given in a foreign court because **the car** was used in that country, and **we** had agreed to cover it there.
- ✗ A **cyber-attack** or **computer virus** affecting **the car**.
- ✗ Loss of, corruption of, or access to data due to a **cyber-attack** or **computer virus**.
- ✗ **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 9

# General policy conditions



# General policy conditions

## 9.1 How to make a claim

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 677 3377** 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.

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.

## 9.2 Dealing with claims under sections A to F

**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.

## 9.3 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.

## 9.4 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.

## 9.5 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.

## 9.6 **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.

## 9.7 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.

## 9.8 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.

## 9.9 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.

## 9.10 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.

## 9.11 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 9.9.
- 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.

## 9.12 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 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** or **Tesco Insurance**.
- 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.

## 9.13 How to renew **your** policy

**Tesco Insurance** will write to **you** before **your** **Tesco** Car 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 anytime in **Your Insurance Account** or by calling **Tesco Insurance** on 0345 246 2895.

## 9.14 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, (excluding manufacturer's optional extras fitted to **the car** from new).

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** or any other driver covered by **your** policy cease to be a permanent 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.

Section 10

# 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** 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.

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

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

## Financial Services Compensation Scheme

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

## Customer Services Line

**0345 246 2895**

Details of our opening times are on our website.

## Claims

You can register your claim at [www.tescoinsurance.com/car-insurance/making-a-claim/](http://www.tescoinsurance.com/car-insurance/making-a-claim/) or call us on **0345 677 3377**.

## Tesco Glass Line

(for damage to windscreens and other window glass)

**0345 677 8888**

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 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.



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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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