

# Tesco Insurance Family Legal Guard Cover

Policy Booklet

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## Section 1

# About your cover



# Tesco Insurance Family Legal Guard

## About **your** cover

Thank **you** for choosing Tesco Insurance Family Legal Guard which covers **you** and **your** family to pursue or defend **your** legal rights in the event of a range of personal legal disputes. Family Legal Guard is arranged by Tesco Personal Finance Ltd (trading as **Tesco Insurance**), underwritten by AmTrust Specialty Limited and provides;

- up to £100,000 of legal expenses insurance and will ensure **you** receive the right level of legal and personal support;
- access to a confidential legal helpline for most personal legal matters;
- legal expenses cover for **you** and **your** family after suffering a personal injury following an accident if someone else was to blame.

Family Legal Guard provides cover to **you** and any member of **your** family living with **you** in the event of any of the following...

- Employment dispute
- Contract dispute
- Property dispute
- Tax investigation
- Legal defence including a motoring prosecution or inheritance dispute
- Absence from work
- Clinical Negligence

**You** must read this booklet in conjunction with **your Tesco** Home Insurance policy booklet, schedule, and statement of fact. **Certain words in this policy are printed in bold. The meaning of those words are explained in the next section.**

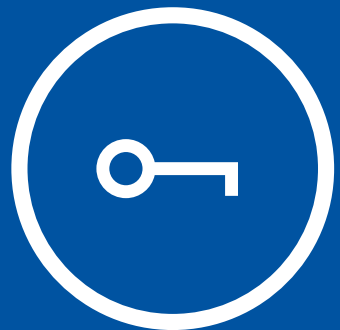
If **you** have any questions about **your** cover or documents, please call the Customer Services Line on **0345 246 2904**. Lines are open 7 days a week and details of our opening hours are on our website **tescoinsurance.com**.

## Claims Helpline – 0345 030 3183

Open 24 hours a day, 365 days a year.

## 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 which are shown below.

<b>Adverse costs</b>	Third party legal costs awarded against <b>you</b> which shall be paid on the <b>standard basis of assessment</b> provided that these costs arise after written acceptance of a claim.
<b>Adviser</b>	<b>Our</b> specialist panel of solicitors or accountants or their agents appointed by <b>us</b> to act for <b>you</b> , or, and subject to <b>our</b> agreement, if it is necessary to start court proceedings or a <b>conflict of interest</b> arises, another legal representative chosen by <b>you</b> .
<b>Advisers' costs</b>	Legal or accountancy fees and disbursements paid by the <b>adviser</b> .
<b>Conditional fee agreement</b>	An agreement between <b>you</b> and the <b>adviser</b> (or between <b>us</b> and the <b>adviser</b> ) which sets out the terms under which the <b>adviser</b> will charge <b>you</b> (or <b>us</b> ) for their fees.
<b>Conflicts of interest</b>	Situations when <b>we</b> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Contract of employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Data controller</b>	The person or party who determines and decides 'why' and 'how' the personal data should be processed.
<b>Data protection legislation</b>	Any law or binding rule which relates to how <b>your</b> personal information is used, including the Data Protection Act 2018 and the General Data Protection Regulation as incorporated into UK law.
<b>Employee</b>	An individual who has entered into or works under (or, if the employment has ceased, worked under) a <b>contract of employment</b> .
<b>Insured event</b>	Incidents or events which result from the same cause or arise at the same time will be regarded as being a single <b>insured event</b> .
<b>Insurer</b>	AmTrust Specialty Limited
<b>Legal action(s)</b>	a) The pursuit or defence of civil legal cases for damages and/or injunctions (interdicts in Scotland) and/or specific performance (specific implement in Scotland) or b) The defence of criminal prosecutions to do with <b>your</b> employment, or the defence of motor prosecutions.
<b>Maximum amount payable</b>	<b>We</b> will pay up to £100 an hour plus VAT up to a total amount of £100,000 in respect of an <b>insured event</b> .

<b>Period of insurance</b>	This insurance provides cover for the same period as is being covered by <b>your Tesco</b> Home insurance policy. For the avoidance of doubt, if <b>your Tesco</b> Home insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
<b>Reasonable prospects of success</b>	<p>Means there must always be a 51% or greater chance of winning the legal action and getting a positive outcome of:</p> <ul style="list-style-type: none"> <li>• obtaining &amp; enforcing any judgment when seeking damages, compensation or an injunction,</li> <li>• successfully defending a contract or civil dispute in its entirety,</li> <li>• reducing any sentence or fine received in a criminal prosecution if <b>you</b> plead guilty,</li> <li>• <b>your</b> plea being accepted by the court, if defending a criminal prosecution if <b>you</b> plead not guilty,</li> <li>• being successful in <b>your</b> appeal against a decision.</li> </ul>
<b>Standard advisers' costs</b>	The level of <b>advisers' costs</b> that would normally be incurred in using a specialist panel solicitor or their agents as defined in the <b>maximum amount payable</b> and may, at <b>our</b> discretion, vary from time to time.
<b>Standard Basis of Assessment</b>	The level of <b>advisers' costs</b> that would normally be incurred in using a specialist panel solicitor or their agents as defined in the <b>maximum amount payable</b> and may, at <b>our</b> discretion, vary from time to time.
<b>Territorial limits</b>	Cover for contract disputes (s3.2) and for personal injury (s.3.4): The United Kingdom, the European Union, Channel Islands and Isle of Man. All other sections of cover: the United Kingdom, the Channel Islands and the Isle of Man.
<b>Tesco/Tesco Insurance</b>	Tesco Personal Finance Ltd (trading as ' <b>Tesco Insurance</b> ') 2 South Gyle Crescent, Edinburgh, EH12 9FQ Customer Service Line: 0345 246 2904.
<b>We/Us/Our</b>	Arc Legal Assistance Limited, on behalf of the <b>insurer</b> , AmTrust Specialty Limited.
<b>You/Your</b>	The person(s) named in the schedule of the <b>Tesco</b> Home Insurance taken out in conjunction with this Legal Insurance Policy or any other person who has cover under this policy. Cover also applies to <b>your</b> family members including <b>your</b> partner resident with <b>you</b> . If <b>you</b> die <b>your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>your</b> behalf that arose prior to or out of <b>your</b> death.

## Section 3

# What is covered / not covered?



What is covered	What is not covered
<p><b>1. Employment disputes</b></p> <p>✓ <b>Standard advisers' costs</b> to pursue a <b>legal action</b>, arising from an <b>insured event</b>, against an employer, prospective employer, or ex-employer, arising from a dispute relating to <b>your contract of employment</b> or related statutory rights.</p> <p>A dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures have been or ought to have been concluded.</p>	<p><b>Claims</b></p> <p>✗ a) <b>For standard advisers' costs</b> of any disciplinary investigatory or grievance procedure connected with <b>your contract of employment</b>.</p> <p>✗ b) To defend any dispute other than defending a counter claim.</p> <p>✗ c) Any dispute relating solely to personal injury.</p>
<p><b>2. Contract disputes</b></p> <p>✓ Costs to pursue or defend a <b>legal action</b> following a breach of a contract <b>you</b> have for:</p> <p>✓ a) Buying or renting goods or services for <b>your</b> private use.</p> <p>✓ b) Selling <b>your</b> own personal goods.</p> <p>✓ c) Buying or selling <b>your</b> main home.</p> <p>✓ d) Renting <b>your</b> main home as a tenant.</p>	<p><b>Claims</b></p> <p>✗ a) If the breach of contract occurred before <b>you</b> bought this insurance.</p> <p>✗ b) Relating to a lease tenancy or licence to use property or land if <b>you</b> act as the landlord.</p> <p>✗ c) Relating to <b>your</b> business, venture for gain, profession or employment.</p> <p>✗ d) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.</p> <p>✗ e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to <b>you</b>.</p> <p>✗ f) Directly or indirectly arising from constructing buildings or altering their structure. This exclusion does not apply if the amount in dispute is less than £5,000 inc. VAT.</p>

What is covered	What is not covered
<p><b>3. Property</b></p> <ul style="list-style-type: none"> <li>✓ Costs to pursue a <b>legal action</b>:             <ul style="list-style-type: none"> <li>✓ a) For damages against a person or organisation that causes physical damage to <b>your</b> main home or <b>your</b> personal effects.</li> <li>✓ b) For nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to <b>your</b> main home.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✗ The compulsory purchase of, or restrictions or controls placed on property under the order of any government or public or local authority.</li> </ul> <p><b>Claims</b></p> <ul style="list-style-type: none"> <li>✗ a) Relating to a motor vehicle.</li> <li>✗ b) In respect of a contract <b>you</b> have entered into.</li> </ul>
<p><b>4. Personal Injury</b></p> <ul style="list-style-type: none"> <li>✓ Costs to pursue a <b>legal action</b> following an event resulting in <b>your</b> personal injury or death against the person or organisation directly responsible.</li> </ul>	<p><b>Claims</b></p> <ul style="list-style-type: none"> <li>✗ a) Arising from medical or clinical treatment, advice, assistance or care.</li> </ul>
<p><b>5. Tax</b></p> <ul style="list-style-type: none"> <li>✓ <b>Standard advisers' costs</b>, arising from an <b>insured event</b>, incurred by an Accountant if <b>you</b> are subject to a formal aspect or full enquiry into <b>your</b> personal income tax position, provided that the <b>insured event</b> arises on the date that <b>you</b> or <b>your adviser</b> are contacted, either verbally or in writing, by the relevant department of HM Revenue &amp; Customs advising <b>you</b> of either dissatisfaction with <b>your</b> returns, or amounts paid, or giving notice of intention to investigate tax affairs. This cover applies only if <b>you</b> have:             <ul style="list-style-type: none"> <li>a) Maintained proper, complete, truthful and up to date records.</li> <li>b) Made all returns at the due time.</li> <li>c) Provided all information that the HM Revenue &amp; Customs reasonably requires.</li> </ul> </li> </ul>	<p><b>Claims if:</b></p> <ul style="list-style-type: none"> <li>✗ a) Deliberate misstatements or omissions have been made to the authorities or;</li> <li>✗ b) Income has been under-declared because of false representations or statements by <b>You</b> or;</li> <li>✗ c) <b>You</b> are subject to an allegation of fraud.</li> <li>✗ d) <b>Standard Advisers' Costs</b> for any amendment after the tax return has initially been submitted to HM Revenue &amp; Customs.</li> </ul>

What is covered	What is not covered
<p><b>6. Legal Defence</b></p> <p>Costs</p> <ul style="list-style-type: none"> <li>✓ a) in a <b>legal action</b> to defend <b>your</b> legal rights in the following circumstances:             <ul style="list-style-type: none"> <li>✓ i) Arising out of <b>your</b> work as an <b>employee</b>:</li> <li>✓ • Prior to being charged when dealing with the police or Health &amp; Safety Executive or others with the power to prosecute.</li> <li>✓ • In a prosecution brought against <b>you</b> in a court of criminal jurisdiction.</li> <li>✓ • In a civil action brought against <b>you</b> as a <b>data controller</b> for compensation under <b>data protection legislation</b>.</li> <li>✓ • In civil proceedings brought against <b>you</b> under legislation for unlawful discrimination.</li> <li>✓ ii) Arising out of a motoring prosecution brought against <b>you</b>.</li> </ul> </li> <li>✓ b) To defend <b>your</b> legal rights:             <ul style="list-style-type: none"> <li>✓ i) In a formal investigation or disciplinary hearing brought against <b>you</b> by any trade association or professional or regulatory body.</li> <li>✓ ii) In a dispute over something left to <b>you</b> in a will.</li> </ul> </li> </ul>	<p><b>Claims</b></p> <ul style="list-style-type: none"> <li>✗ a) If <b>you</b> are being prosecuted for alleged offences involving:             <ul style="list-style-type: none"> <li>✗ i) Driving without motor insurance, or a valid licence to drive.</li> <li>✗ ii) Assault, violence or dishonesty.</li> <li>✗ iii) The manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials.</li> <li>✗ iv) Illegal immigration.</li> <li>✗ v) Offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering).</li> </ul> </li> <li>✗ b) For parking offences.</li> </ul>

What is covered	What is not covered
<p><b>7. Absence from work</b></p> <p>✓ <b>We</b> will pay up to £100 a day for loss of income if <b>you</b> are off work to attend:</p> <ul style="list-style-type: none"> <li>• jury service, or</li> <li>• at the request of the <b>adviser</b>, any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings.</li> </ul> <p><b>We</b> will deduct any amount that <b>you</b> can recover from the court or tribunal. The most <b>we</b> will pay is £1,000.</p>	
<p><b>8. Clinical Negligence</b></p> <p>Costs to pursue a <b>legal action</b>, resulting from an <b>insured event</b>, for damages following clinical negligence, resulting in <b>your</b> personal injury or death, against the person or organisation directly responsible.</p> <p>If the <b>legal action</b> is going to be decided by a court in England or Wales and the damages <b>you</b>, or <b>your</b> estate, are claiming are above the small claims track limit, the adviser must enter into a <b>conditional fee agreement</b> which waives their own fees if <b>you</b>, or <b>your</b> estate, fail to recover the damages that being claimed in the <b>legal action</b> in full or in part. If the damages <b>you</b>, or <b>your</b> estate, are claiming are below the small claims track limit <b>advisers' costs</b> will not be covered but <b>you</b>, or <b>your</b> estate, can access the legal helpline for advice on how to take the case further.</p>	<p><b>Claims</b></p> <p>✗ a) For stress, psychological or emotional injury unless it arises from <b>you</b> suffering physical injury.</p>

## Section 4

# Policy conditions



## Terms of cover

This section of your Tesco Insurance Family Legal Guard cover is arranged and administered by Tesco Personal Finance Limited (trading as **Tesco Insurance**) and is underwritten by AmTrust Specialty Limited, on whose behalf **we** act. **We** will manage any claims under this policy.

The insurance covers costs as detailed under the separate sections of cover, up to the **maximum amount payable** if a) the **insured event** takes place in the **period of insurance** and within the **territorial limits** and b) the **legal action** takes place within the **territorial limits**.

If a claim is accepted under this insurance **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises.

If there is a **conflict of interest** or it is necessary to start court proceedings, **you** can use a legal representative of **your** own choice. However, **we** will pay no more than the lower of:

- (a) **our** Standard adviser's costs; or
- (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime.

This insurance does not provide cover if something **you** do or do not do negatively impacts **your** position or the position of the **insurer** in connection with the **legal action**.

## Policy conditions

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section are contained below and should be read carefully.

### 1. Prospects of success

**You** only have cover under this policy where there is a 51% or greater chance of winning the case or achieving a positive outcome. Examples of a positive outcome include for example:

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

**We** will arrange an assessment of **your** claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

## 2. Proportionality

**We** will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered. The estimate of the costs will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or stop giving support for **your** case.

## 3. Giving the **Insurer** all the important information

**You must give us the information we ask for.**

When **we** look at an application for a policy, **we** rely on the information in it. **You** must take care to give full and accurate answers to the questions **we** ask. This applies when **you** buy a policy or make changes to it. If **you** don't give **us** full and accurate answers, this can affect **your** cover and **we** can:

- cancel the policy and refuse to pay any claim, or
- not pay a claim in full.

**We** will write to **you** if **we**:

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy.

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**.

## 4. Claims

a) **You** must notify **us** of claims as soon as possible after **you** become aware of the incident and, in any event, within 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim **our** position has been negatively impacted.

b) **We** may investigate the claim and take over and conduct **legal action** in **your** name. Subject to **your** consent, (which **you** will not unreasonably withhold), **we** may reach a settlement of the **legal action**.

c) **You** must supply all of the information which **we** need to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises and **you** wish to nominate a legal representative to act for **you**, **you** may do so. If **you** have chosen to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. **We** will tell **you** what **our standard advisers' costs** are when **you** choose to use **your** own legal representative. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.

d) **We** will require the **adviser** to:

- i) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
- ii) Keep **us** fully advised of all developments and provide such information as **we** may require.
- iii) Keep **us** advised of **advisers' costs** incurred.
- iv) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
- v) Submit bills for assessment or certification by the appropriate body if requested by **us**.
- vi) Attempt recovery of costs from third parties.

e) If there is a dispute about **advisers' costs**, **we** may need **you** to change **adviser**.

f) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.

g) **You** will supply all information asked for by the **adviser** and **us**.

h) **You** are responsible for all legal costs and expenses including **adverse costs** if **you** withdraw from the **legal action** without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.

i) Before a claim is being accepted, **you** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

## 5. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim;
- b) Might recover any sums paid to **you** in respect of the fraudulent claim;
- c) Might cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**;
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

## 6. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other **insurer** refuses the claim.

## Section 5

# General exclusions



# General exclusions

## 1. There is no cover if:

- ✗ a) The **insured event** started before this policy began.
- ✗ b) **You** do not have the relevant section of cover in place.
- ✗ c) **You** do not to comply with the conditions set out in section 4 of this policy booklet.
- ✗ d) **You** knew when first buying this insurance that the circumstances leading to a claim under this insurance already existed.
- ✗ e) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.
- ✗ f) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.

## 2. There is no cover for:

- ✗ a) Claims over loss or damage if that loss or damage is insured under any other insurance unless that loss is also covered by another legal expenses policy, in which case **we** will only pay **our** share of the claim even if the other **insurer** refuses the claim.
- ✗ b) Claims made by or against **your** insurance adviser, the **insurer**, the **adviser** or **us**.
- ✗ c) Any claim **you** make which is false or fraudulent or exaggerated.
- ✗ d) Defending **legal actions** arising from anything **you** did deliberately unlawful or recklessly.
- ✗ e) Costs if **your** claim is part of a group claim or will be affected by or will affect the outcome of other claims.

## 3. There is no cover for any claim arising from or relating to:

- ✗ a) A dispute between **you** and someone **you** live with or have lived with.
- ✗ b) Fines, penalties or compensation.
- ✗ c) Defamation.
- ✗ d) An application for a judicial review.
- ✗ e) Defending or pursuing new areas of law or test cases.
- ✗ f) Patents, copyright, trademarks, passing off, trade or service marks, registered designs, secrecy and confidential information.

#### 4. Sanction Limitation and Exclusion Clause

- ✗ The **insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 5. Cyber Attack Exclusion

- ✗ The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for costs is specifically allowed for in the Sections of Cover above.

#### 6. Contracts (Rights of Third Parties) Act 1999

- ✗ A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## Section 6

# How to make a claim



## How to make a claim

As soon as **you** have a legal problem that **you** may need help with under this insurance **you** should telephone **our** 24 hour Helpline's numbers below, quoting '**Tesco Family Legal Guard**'.

**You** can also raise a claim, and access the policyholder information centre using **our** [online claims portal](#) or by scanning the QR code with **your** mobile phone.



### Claims helpline (0345 030 3183)

Specialist lawyers are at hand to help **you**. A lawyer or accountant can act for **you** if **your** problem is covered under this insurance. The helpline will ask **you** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement. **You** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Claims Helpline.

### Legal helpline (0345 030 3182)

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

### European legal and UK tax helpline (0345 030 3182)

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

## Section 7

# Cancellation



## Cancellation

**You** may cancel this policy at any time by contacting **Tesco Insurance** on 0345 246 2904. If **your** home insurance policy is cancelled at any time, this policy will automatically be cancelled as well.

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

If **you** cancel **your** policy after 14 days, **Tesco Insurance** will refund any premium paid for the remaining **period of insurance**, as long as no claims have been made in the current **period of insurance**.

**Tesco Insurance** or the **insurer** can cancel this policy, for a valid reason or on serious grounds, by sending **you** seven days' notice of cancellation to **your** last known address. Examples of a valid reason or serious grounds may include:

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

## Renewal of **your** policy

When **your** home insurance policy is renewed, **Tesco Insurance** will automatically renew this policy, unless **you** have already chosen otherwise. **You** can ask **us** at any time not to automatically renew the policy and if **you** do not want to renew this policy, all **you** need to do is let **Tesco Insurance** know.

## Section 8

# How to make a complaint



# How to make a complaint

## What to do if **you** have 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 sort it out as quickly and fairly as possible. **We** have the following complaint procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

### Step 1: Let us know

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

- Call **Tesco Insurance** on 0345 246 2904 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 **your** claim handler or claims manager first. **You** will find their details on any letters **you** have received.

### Step 2: Contact the Financial Ombudsman Service

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

Financial Ombudsman Service Exchange Tower, London E14 9SR.

Tel: **0800 023 4567** or **0300 123 9123**

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

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

## Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service, any dispute between **you** and **us** may, if we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.

## Section 9

# Other important information



## Other important information about your cover

### Authorisation

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Its registration number is 305958.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

**You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the PRA on 0207 601 4878.

### Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **insurer** cannot meet its liabilities **you** may be entitled to compensation under the scheme. For further information see [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

### Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**we**' means Arc Legal Assistance and the **insurer**).

### Data Protection

**We** will keep your personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, **we** are the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at [www.arclegal.co.uk](http://www.arclegal.co.uk)

## What we do with your personal information

**We** might need to use the information **we** have about **you** for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if you have any queries or want to make a claim.
- to provide **you** with information, products or services if you ask **us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/sensitive and important such as information about **your** health or any criminal convictions **you** might have. **We** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **us** if you do not want **us** to use **your** information for marketing. **You** can also ask **us** to provide **you** with the information **we** have about **you** and, if there are any mistakes or updates, **you** can ask **us** to correct them. **You** can also ask **us** to delete **your** information (although there are some things **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority.

**We** will not keep your information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons.

If you have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer.

## English law and language

This contract is governed by English law and the language for contractual terms and communication will be English.

## Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims if the change restricts the cover under this policy and reject claims if the change provides a benefit which did not previously exist.

## Customer Services Line

**0345 246 2904**

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

## Tesco Insurance Family Legal Guard Claims

If you need to make a claim, please see the claims section located on page 19 of your booklet.

## We could help you save on other insurance

### Motor Insurance

**0345 366 8631**

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

### Travel Insurance

**0345 030 6124**

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

Tesco Motor 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.



All your documents are available in large print, audio or braille. To use Relay UK, just add 18001 before any of our phone numbers. Find out more and get the help you need on our website [tescoinsurance.com](https://tescoinsurance.com).



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

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

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