

Tesco Insurance Upgraded Courtesy Car Cover

Policy Booklet

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Tesco Insurance Upgraded Courtesy Car Cover terms and conditions

About your insurance

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

Tesco Personal Finance plc (trading as Tesco Insurance) and Tesco Underwriting Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Tesco Underwriting Limited's Financial Services Register number is 517719 and Tesco Insurance's Financial Services Register number is 186022. This information can be checked on the Financial Services Register by visiting the FCA website www.fca.org.uk/firms/systems-reporting/register or by contacting the PRA on 020 7601 4878.

Tesco Insurance Upgraded Courtesy Car Cover will provide **you** the cover described in this **policy** if **the car** is unusable due to an **insured incident** during the **period of insurance** shown on **your Tesco Car Insurance policy** schedule, provided that **you** have paid or agreed to pay the **premium**.

You must read this booklet in conjunction with **your Tesco Car Insurance policy** booklet, schedule, and statement of fact. Certain words in this **policy** are printed in bold. The meaning of those words is explained in the section headed Meaning of words starting on the next page. If **you** have any questions about **your** cover or documents, please call the Customer Services Line on 0345 673 0000. Details of our opening times are on our website.

Meaning of words

Certain words in this **policy** are printed in bold. These words have specific meanings which are shown below.

Administrator	Tesco Personal Finance plc (trading as 'Tesco Insurance') 2 South Gyle Crescent Edinburgh EH12 9FQ Customer Services Line 0345 673 0000. Details of our opening times are on our website.
Car Insurance policy	The Tesco Car Insurance policy for which a schedule has been issued that states you have Tesco Insurance Upgraded Courtesy Car Cover.
Geographical limits	Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
Insured incident	An event that results in a valid claim under the car insurance policy for repairs to the car , the unrecovered theft of the car , or the total loss of the car .
Insured person	A person named as a driver on the current Certificate of Motor Insurance issued under the car insurance policy . This does not include any person temporarily added to the car insurance policy .
Insurer	Tesco Underwriting Limited, London Court, 39 London Road, Reigate, Surrey RH2 9AQ.
Period of insurance	The period for which you have Tesco Insurance Upgraded Courtesy Car Cover as shown on the car insurance policy schedule(s), but excluding the first 24 hours after the start date of this policy where this policy was added after the start date or renewal of the car insurance policy .
Policy	This Tesco Insurance Upgraded Courtesy Car Cover contract of insurance.
Premium	The payment for Tesco Insurance Upgraded Courtesy Car Cover policy , which needs to be paid to the administrator to obtain the benefit of this policy .
Replacement vehicle	A vehicle that is similar to the car only in respect of fuel type, seating (up to a maximum of eight seats including the driver) and luggage capacity as provided by our approved vehicle supplier within the geographical limits .
The car	The vehicle that you have given us details of under the car insurance policy and for which we have issued a Certificate of Motor Insurance. This does not include any vehicles temporarily added to the car insurance policy .
Third party	Any person/party involved in the insured incident , excluding any insured person .
Total loss	Where the car has been determined by the car insurance policy insurers' engineer as uneconomical to repair due to circumstances covered under the terms of your car insurance policy .
Unroadworthy	The condition of the car does not comply with legal requirements for the condition and use of a vehicle on a road or other public place.
We, our, us	The administrator and/or the insurer .
You, your	The person shown under 'Policyholder details' on the car insurance policy schedule.

Contract of insurance

This **policy** forms a contract of insurance between **you** and the **insurer**. This **policy** booklet contains important information about what is covered and what is not covered under this **policy**. The schedule for **your car insurance policy** will show whether **you** have cover under this **policy**.

In return for **you** paying or agreeing to pay the **premium**, the **insurer** will provide cover, under the terms and conditions of this **policy**, for the provision of a temporary **replacement vehicle**.

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

Please contact **our** Customer Services Line immediately if **you** are in any doubt that **your car insurance policy** details are correct to ensure **you**, and any **insured person**, continue to have the full protection of **your policy**.

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

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

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

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

Policy conditions

1. Conditions of use

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

2. Cancellation

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

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

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

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

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

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

3. Right of recovery

Upon conclusion of a claim under this **policy**, the **insurer** can take over and if necessary conduct proceedings in **your** name to recover the costs of the **replacement vehicle** from the **third party** responsible for the **insured incident**. **You** and any **insured person** must provide the **insurer** with information reasonably requested and co-operate in the conduct of such proceedings.

If an **insured person** recovers any of the costs, charges or fees relating to the benefits of this **policy** from the **third party** responsible for the **insured incident**, they must reimburse the **insurer** for such costs, charges or fees.

4. Fraud

We will not pay any claim which is in any part fraudulent or exaggerated, or if any **insured person**, or anyone acting for **you**, uses fraudulent means to obtain benefits under this **policy** or the **car insurance policy**. If a fraudulent claim has been made or there has been fraudulent activity to secure benefits under this **policy** or the **car insurance policy**, this will result in **your policy** and the **car insurance policy** being voided (as if the **policy** never existed), all claims under **your policy** being refused and all **premiums** that **you** have paid being retained (and all **premiums** due to be paid being collected). **We** may also notify the relevant authorities, so that they may consider criminal proceedings.

5. Renewal of your policy

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

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

6. Claims as a result of drink or drugs

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

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

What is covered

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

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

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

If **the car** has been stolen or is **unroadworthy** (as established by **our** vehicle supplier), **we** aim to provide a **replacement vehicle** within 24 hours for a standard car. If **the car** is not made **unroadworthy** as a result of the **insured incident**, **we** will provide a **replacement vehicle** when **the car** is collected for repairs by the approved repairer or within 24 hours if **the car** is immediately collected for repairs.

However, where **the car** has an automatic transmission or has been professionally adapted or converted due to a physical disability, **we** aim to provide a suitable **replacement vehicle** within 48 hours.

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

- If **the car** is **unroadworthy** but can be repaired, until it is returned to **you** following repairs;
- If **the car** is roadworthy but has accident damage, until it is returned to **you**;
- If **the car** has been stolen and is recovered with damage, until it is returned to **you** following repairs;
- If **the car** was stolen and recovered undamaged, until it is returned to **you**; and
- If **the car** is declared a **total loss**, or is not recovered after a theft, the cover will continue until three days after a cheque is issued under **your car insurance policy** representing the reasonable valuation of **the car**.

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

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

Our vehicle supplier will contact **you** to arrange a time and place to collect the **replacement vehicle**.

If the **replacement vehicle** is not returned within the timescales shown above, **you** will be liable for the costs of the **replacement vehicle** for any period outside of those timescales, unless **we** have agreed otherwise.

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

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

What is not covered

The following are not covered under this insurance:

- Any **insured incident** occurring outside of the **period of insurance**.
- Any **insured incident** occurring within the first 24 hours after the start date of this **policy** where this **policy** was added after the start or renewal date of the **car insurance policy**.
- Any **replacement vehicle** costs incurred after the **car insurance policy** is cancelled or voided.
- An **insured incident** involving any vehicle that an **insured person** temporarily adds or substitutes under the **car insurance policy** and any vehicle driven under the 'Driving other cars' extension in **your car insurance policy**.
- The costs of a **replacement vehicle** for any periods in which **the car** is being serviced, or in which repairs not covered by the **car insurance policy** are made to **the car**.
- The provision of a **replacement vehicle** outside of the **geographical limits**.
- Use of the **replacement vehicle** outside of the **geographical limits**.
- The costs of a **replacement vehicle** when **the car** is repaired or awaiting repair by a repairer that is not approved by the **car insurance policy insurer**.
- Those costs resulting from an **insured person** not returning the **replacement vehicle** within the timescales specified under 'What is covered', unless **we** have agreed otherwise.
- The costs of a **replacement vehicle** of a capacity greater than eight seats, including the driver.
- The costs of a **replacement vehicle** on a 'like for like' basis, e.g. a **replacement vehicle** that is of similar value, performance or trim level as **the car**.
- Any **insured incident** involving theft or theft damage, unless the **insured incident** has been reported to the police and a crime reference number has been obtained.
- Fines, penalties or charges (including the reasonable administration costs of dealing with these), or the cost of fuel, and other items incurred or used in respect of the **replacement vehicle**.

- Any liability **we** incur as a result of an **insured person** not adhering to the vehicle supplier's conditions.
- Any costs arising out of a deliberate or criminal act or omission committed by any **insured person**.
- An **insured incident** in which any **insured person** is driving **the car** or the **replacement vehicle** illegally due to exceeding the legal limits of alcohol or the use of drugs, or the use of drugs, other than drugs taken as prescribed by a Medical Practitioner, or fails to supply a specimen, or provide permission, for alcohol or drug analysis.

Making a claim

To make a claim please call **your car insurance policy insurer** on the claims line on **your car insurance policy** schedule. When **you** notify them of a claim, **you** should also notify them of a claim under this **policy**. If **you** notify them during normal office hours **you** will receive a call back within two hours, otherwise **you** will receive a call back within two hours of commencement of the next working day. **You** should tell **us** during the call back if an **insured person** is only licensed to drive a vehicle with an automatic transmission or if they need a **replacement vehicle** that is specifically adapted to meet the needs of a driver or passenger with a physical disability.

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

Where an **insured incident** only gives rise to a claim under the windscreen cover section of **your car insurance policy**, provided the glass supplier has advised **you** that they are unable to repair or replace the glass within 48 hours, and **the car** is **unroadworthy**, please contact the windscreen claims number shown on the schedule of **your car insurance policy** and they will notify **us** of a claim under this **policy**.

Where an **insured person** is responsible for any unreasonable delay in providing any document or information **we** may reasonably require to deal with a claim under **your car insurance policy**, **we** reserve the right to withdraw the **replacement vehicle**. In this event **you** will be required to return the **replacement vehicle** to **our** vehicle supplier within 24 hours.

After **your** call, **our** vehicle supplier will contact **you** within the timescales shown above to arrange a **replacement vehicle**. If **you** experience any delay in **our** vehicle supplier contacting **you**, please call the **insurer** on 0345 677 3377 who will sort it out quickly with the vehicle supplier.

Complaints and comments

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

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

- Telephone Tesco Insurance on 0345 673 0000; or

- Write to Tesco Insurance and send to:

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

If you have a complaint about your claim:

- Telephone 0345 677 3377 or

- Write to:

Tesco Underwriting
Floor 2, Quorum Business Park
Newcastle Upon Tyne
NE12 8BU

or

- Email 05_CBS_Newcastle@tescoinsurance.com

Step 2: Contact the Financial Ombudsman Service

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

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

Recording calls

We may monitor or record telephone calls to:

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

Financial Services Compensation Scheme (FSCS)

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

Customer Services Line

0345 673 0000

Details of our opening times are on our website.

Claims

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

We could help you save on other insurance

Home Insurance

0345 674 6666

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



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.



For your protection, telephone calls will be recorded and may be monitored.

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