

# Tesco Insurance Motor Legal Protection Cover

Policy Booklet

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

## About your Insurance

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

This **policy** forms a contract of insurance between **you** and the **underwriters**. This Policy Booklet contains important information about what is covered and what is not covered under this **policy**.

Motor Legal Protection provides **you** with cover for legal costs and expenses to pursue a claim for compensation in respect of uninsured losses or personal injury arising from a **road traffic accident** for which another party is at fault.

Tesco Personal Finance Ltd (trading as Tesco Insurance) are authorised and regulated by the Financial Conduct Authority. AmTrust Specialty Limited are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Tesco Insurance's Financial Services Register number is 186022, AmTrust Specialty Limited's Financial Services Register number is 202189 and Arc Legal Assistance Limited's Financial Services Register number is 305958. This information can be checked on the Financial Services Register by visiting the FCA website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the PRA on **020 76014878**.

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

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

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

**You** must read this Policy Booklet in conjunction with **your Schedule** and **Statement of Fact**. Certain words in this **policy** are printed in **bold**. The meaning of those words is explained in the section headed Meanings of Words.

If **you** have any questions about **your** cover or documents, please call the Customer Services Line on **0345 366 8631**. Details of our opening times are on our website – [tescoinsurance.com](http://tescoinsurance.com)

## Meaning of Words

Throughout this Motor Legal Protection (Tesco Legal Guard) Policy Booklet certain words and phrases are printed in **bold**. These have the meanings set out below

<b>Action</b>	The pursuit of civil proceedings following a <b>road traffic accident</b> .
<b>Administrator</b>	Tesco Personal Finance Ltd (trading as 'Tesco Insurance') 2 South Gyle Crescent Edinburgh EH12 9FQ Customer Services Line <b>0345 366 8631</b> . Details of our opening times are on our website – <a href="https://tescoinsurance.com">tescoinsurance.com</a> .
<b>Adviser</b>	<b>Our</b> specialist panel of solicitors or their agents appointed by <b>us</b> to act for <b>you</b> , or, where agreed by <b>us</b> , another legal representative nominated by <b>you</b> .
<b>Advisers' costs</b>	Legal fees and costs incurred by the <b>adviser</b> , that do not exceed the amount of damages <b>you</b> are claiming in the legal action. Third party's costs shall be covered if awarded against <b>you</b> .
<b>Car Insurance Policy</b>	The Tesco <b>Car Insurance Policy</b> for which a <b>Schedule</b> has been issued that states <b>you</b> have a Motor Legal Protection (Tesco Legal Guard) <b>Policy</b> .
<b>Certificate of Motor Insurance</b>	The proof of the motor insurance <b>you</b> need by law. The <b>Certificate of Motor Insurance</b> shows: <ul style="list-style-type: none"> <li>• what car is covered;</li> <li>• who is allowed to drive <b>the car</b>; and</li> <li>• what <b>the car</b> can be used for.</li> </ul> If <b>your Certificate of Motor Insurance</b> allows driving by any driver, please refer to <b>your Schedule</b> for any restrictions that may apply.
<b>Conditional fee agreement</b>	An agreement between <b>you</b> and the <b>adviser</b> or between <b>us</b> and the <b>adviser</b> which sets out the terms under which the <b>adviser</b> will charge <b>you</b> or <b>us</b> for their own fees.
<b>Endorsement</b>	A clause that alters the standard cover provided by the 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</b>	The part of a claim <b>you</b> must pay. Sometimes more than one <b>excess</b> can apply, in which case <b>we</b> add them together.
<b>Geographical limits</b>	The United Kingdom, the European Union, the Channel Islands and the Isle of Man.
<b>Insured incident</b>	A <b>road traffic accident</b> involving the <b>vehicle</b> that takes place within the <b>geographical limits</b> which results in <b>you</b> suffering uninsured losses or personal injury or death.
<b>Period of insurance</b>	The length of time that the contract of insurance applies for. This is shown in <b>your Schedule</b> .
<b>Policy</b>	This Motor Legal Protection (Tesco Legal Guard) contract of insurance.

<b>Road traffic accident</b>	A traffic accident in the <b>geographical limits</b> involving the <b>vehicle</b> occurring during the <b>period of insurance</b> for which <b>you</b> are not at fault and for which another party is at fault.
<b>Schedule</b>	The latest <b>Schedule we</b> have issued to <b>you</b> . This forms part of the contract of insurance. It gives details of the <b>period of insurance</b> , the sections of the 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>Standard advisers' costs</b>	The level of <b>advisers' costs</b> that would normally be incurred by <b>underwriters</b> in using a nominated <b>adviser</b> of <b>our</b> choice. If <b>you</b> nominate <b>your own adviser</b> , <b>we</b> will tell <b>you</b> what the <b>standard advisers' costs</b> are that apply at that time.
<b>Statement of Fact</b>	The form that shows the information that <b>you</b> gave <b>us</b> , or was given to <b>us</b> on <b>your</b> behalf. This forms part of the contract of insurance.
<b>The car</b>	Any motor vehicle that <b>you</b> have given <b>us</b> details of and for which <b>we</b> have issued a <b>Certificate of Motor Insurance</b> . <b>The car's</b> registration number will be shown on <b>your</b> latest <b>Certificate of Motor Insurance</b> . Accessories, including child seats, spare parts and the charging cables and batteries for electric or hybrid vehicles are included in the definition of <b>the car</b> when they are with <b>the car</b> or locked in <b>your</b> own garage.
<b>Underwriters</b>	AmTrust Specialty Limited.
<b>Vehicle</b>	The motor <b>vehicle</b> covered by <b>your Certificate of Motor Insurance</b> including a caravan or trailer whilst attached to it.
<b>We/us/our</b>	Arc Legal Assistance Ltd or as otherwise notified to <b>you</b> by the <b>administrator</b> , acting with good reason (such as where they or the <b>underwriters</b> appoint another third party to administer this <b>policy</b> ).
<b>You/your</b>	The policyholder named in the <b>Schedule</b> to which this cover attaches. This is extended to include the authorised driver and passengers.

# Policy Conditions

## 1. Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured incident**. If **you** do not do so there will be no cover under this **policy** if, as a result of the delay, **your** prospects of succeeding in the case fall to 50% or less, or **our** costs increase above the level that would otherwise be the case. To report a claim **you** must follow the instructions under the 'How to make a claim' section on page 7.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **You** must supply all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in **excess of our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.
- d) If **you** do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount **you** eventually recover, the **underwriters** shall not be liable for any further **advisers' costs** unless upon being notified of the offer or payment into court **we** agreed to the claim continuing. **We** shall not withhold such agreement without good reason.
- e) The **adviser** must:
  - i. Keep **us** fully advised of all developments and provide such information as **we** may reasonably require
  - ii. Keep **us** regularly advised of **advisers' costs** incurred as required by **us**
  - iii. Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by **us**
  - iv. Where possible, attempt recovery of costs from third parties.
- f) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information reasonably requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **action**, unless **we** both agree that there is good reason to do so. If **we** do not agree, any costs already paid under this insurance must be reimbursed by **you**.
- i) **You** must instruct the **adviser** to provide **us** with all information that **we** reasonably ask for and report to **us** as **we** direct.

## 2. Disputes

Any disputes between **you** and **us** in relation to **our** assessment of **your** prospects of success in the case or nomination of solicitor may, where **we** both agree to arbitration, who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.

## 3. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

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

### What is Covered

Uninsured loss recovery & personal injury.

### What is insured

**You** are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident**:

- a) Whilst **you** are in, boarding or alighting the **vehicle** against those whose negligence has caused **your** injury or death, and/or
- b) Against those whose negligence has caused **you** to suffer loss of **your** insurance **policy excess** or other out of pocket expenses. The **adviser** will help **you** identify what these are, but examples of such losses include but are not limited to:
  - Loss of earnings
  - Damage to personal items
  - Alternative travel costs

If the **action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims court limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **action** in full or in part. If the damages **you** are claiming are below the small claims court limit **advisers' costs** will be covered provided they do not exceed the amount claimed.

### What is not insured

Claims relating to an agreement **you** have entered into with another person or organisation.

## General exclusions

There is no cover:

- a) Where the **insured incident** occurred before **you** purchased this insurance.
- b) Where **you** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- c) Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior approval.
- d) For any claim arising from racing, rallies, competitions or trials.
- e) For appeals without **our** prior written consent.
- f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless a conflict of interest arises.
- g) For any **action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**.
- h) Where at the time of the **Insured incident**, **you** were disqualified from driving, did not hold a licence to drive (unless **you** previously held a licence and are allowed to have one by law) or the **vehicle** did not have a valid MOT certificate.
- i) For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- j) For any interim disbursements or fees.

## How to make a claim

Call the Claims helpline as shown in **your policy Schedule**. **We** will assess the claim, and if covered send details to the **adviser** who will then contact **you** to discuss any assistance **you** require (including for alternative travel or **vehicle** repairs).

## European legal and UK tax helpline

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

Simply telephone **0345 030 3181** and quote 'Tesco Legal Guard'.

## Complaints or 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 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**:

- Telephone Tesco Insurance on **0345 366 8631**; 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: 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, Harbour Exchange Square, 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.

## Cancellation

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

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

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

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

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

- Non-payment of premium (including missed direct debit payments) that is not resolved following **our** reminders.

- Failing to comply with the terms and conditions of this **policy** and **your car insurance policy**, as outlined in the respective **policy** booklets.
- Failing to cooperate and/or provide the necessary information required to enable **us**, or the **administrator**, to administer **your policy**, claim or investigate fraud.
- Where fraud is suspected.
- Making a false statement or misrepresenting information to the **administrator**.
- Where threatening, abusive or offensive behaviour has been used towards **us** or the **administrator**.
- Where any change **you** tell **us** about and which occurs during the term of **your policy**, that alters the information on **your policy** documents, results in **us** no longer being able to continue cover.

## 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.

## 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.

## English Law

This contract is governed by English Law unless otherwise agreed.

## Language

The language for contractual terms and communication will be English.

## Financial Services Compensation Scheme

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

## Customer Services Line

**0345 366 8631**

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

## Claims

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

## We could help you save on other insurance

### Home Insurance

**0345 246 2904**

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

### Travel Insurance

**0345 030 6124**

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

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 Ltd. Registered in Scotland No. 173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised and regulated by the Financial Conduct Authority. For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.