

Company: Tesco Bank Product: Tesco Bank Family Legal Guard Policy

Tesco Personal Finance plc (trading as Tesco Bank) registered in the UK, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Tesco Bank's Financial Services Register number is 186022. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This is a summary of cover and exclusions available under Tesco Bank Family Legal Guard. It does not include the full policy benefits, limits and exclusions. The full terms and conditions can be found in the Family Legal Guard section of your Home Insurance Policy Booklet which can be found at www.tescobank.com and will be provided at the conclusion of the contract. This should be read in conjunction with your Policy Schedule and Statement of Fact.

What is this type of insurance?

Family Legal Guard provides insurance to cover up to £100,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Employment Disputes:** Action against an employer, prospective employer, or ex-employer arising from a dispute relating to your contract of employment or related statutory rights.
- ✓ **Contract:** Following a breach of a contract you have for:
 - Buying or renting goods or services for your private use;
 - Selling your own personal goods;
 - Buying or selling your main home;
 - Renting your main home as a tenant.
- ✓ **Property:**
 - Damages against a person or organisation that causes damage to your main home or your personal effects;
 - For nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Personal Injury:** To pursue a legal action for personal injury or death against the person or organisation directly responsible.
- ✓ **Tax:** Costs incurred by an accountant if you are subject to a formal enquiry into your personal tax affairs.
- ✓ **Legal Defence:** Defending your legal rights in the following situations:
 - As an employee being charged when dealing with the policy or Health and Safety Executive or others with the power to prosecute;
 - In prosecution brought against you in a court of criminal jurisdiction;
 - In a civil action brought against you for compensation as a data controller under data protection legislation;
 - In civil proceedings brought against you under legislation for unlawful discrimination;
 - In a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body;

continued overleaf



What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case or achieving a successful outcome.
- ✗ **Proportionality:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any 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.



Are there any restrictions on cover?

- ! **Your own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises, you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



What is insured?

- Motor prosecutions brought against you;
- In a dispute over something left to you in a will.
- ✓ **Absence from Work:** Up to £100 per day for the duration you are off work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the adviser, or while attending jury service.



Where am I covered?

Claims that arise or where proceedings are brought in

- ✓ **Contract Disputes and Personal Injury:** The United Kingdom, the European Union, the Channel Islands and the Isle of Man.
- ✓ **All other sections of cover:** The United Kingdom, the Channel Islands and the Isle of Man.



What are my obligations?

- 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. You must check all documents carefully to make sure that the cover meets your needs. If there are any errors on your Statement of Fact or Schedule, or the information is not correct, your policy may be voided. Please contact the administrator if you are in any doubt that your policy details are correct.
- You must tell us as soon as is practically possible of any changes to the information you have provided which is detailed in your Statement of Fact and Schedule.
- If you choose to pay for your insurance by monthly instalments, you will need to sign and return a Consumer Credit Agreement form in the pre-addressed envelope which will be in your welcome pack.
- You must notify claims as soon as practically possible after you become aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



When and how do I pay?

You can pay your premium in full by credit or debit card or we may provide the option to pay monthly instalments by Direct Debit.

If you choose to pay by monthly instalments you may need to pay a deposit using your debit or credit card, followed by monthly payments by Direct Debit, spread across the policy term. By paying monthly you will enter into a Consumer Credit Agreement and interest will be chargeable at the rate shown in your quote.



When does the cover start and end?

Family Legal Guard is an annual insurance contract.

If your Tesco Bank Home Insurance policy is cancelled at any time, this policy will automatically terminate.



How do I cancel the contract?

You can cancel your Family Legal Guard at any time by contacting Tesco Bank.

You have a 14 day cooling-off period from the receipt of your policy booklet to cancel cover. To exercise your right to cancel during the cooling-off period please contact Tesco Bank, who will also arrange a refund of your premium provided you have not already made a claim under your policy.

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

If your Home Insurance policy is cancelled at any time, this policy will automatically terminate.