

# Tesco Bank Driver Injury Cover

Policy Booklet

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# Tesco Bank Driver Injury Cover terms and conditions

## About your insurance

Thank **you** for choosing the Tesco Bank Driver Injury Cover which is arranged and administered by Tesco Personal Finance plc (trading as Tesco Bank), and is underwritten by Tesco Underwriting Limited.

Tesco Personal Finance plc (trading as Tesco Bank) 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 Bank'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](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the PRA on 020 7601 4878.

Tesco Bank Driver Injury Cover will provide **insured persons** the benefits described in this **policy** if they suffer **bodily injury** while driving **the car** during the **period of insurance** shown on **your Tesco Bank 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 Bank 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. Lines are open Mondays to Friday 8am to 9pm, Saturday to Sunday 9am to 5pm.

# Meaning of words

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

|                                  |  |
|----------------------------------|--|
| <b>Accident</b>                  | An unintentional and identifiable event arising out of the <b>insured person</b> driving <b>the car</b> within the <b>geographical limits</b> which results in a valid claim under the <b>car insurance policy</b> for loss or damage to <b>the car</b> .  |
| <b>Administrator</b>             | Tesco Personal Finance plc (trading as 'Tesco Bank')<br>2 South Gyle Crescent, Edinburgh EH12 9FQ<br>Customer Service Line 0345 673 0000 (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).  |
| <b>Bodily injury</b>             | Physical injury caused by an <b>accident</b> .   |
| <b>Burns</b>                     | Full thickness (third degree) burns covering more than 10% of the body surface.  |
| <b>Car Insurance policy</b>      | The Tesco Bank <b>Car Insurance policy</b> for which a schedule has been issued that states <b>you</b> have a Tesco Bank Driver Injury Cover <b>policy</b> .   |
| <b>Expert medical specialist</b> | A person other than <b>you</b> or a member of <b>your</b> immediate family or an employee of <b>yours</b> who is qualified as a consultant in the branch of medicine to which the <b>bodily injury</b> relates.  |
| <b>Fracture</b>                  | Where a <b>medical practitioner</b> confirms a complete or incomplete break in a bone as a result of the application of excessive force in an <b>accident</b> .  |
| <b>Geographical limits</b>       | Great Britain, Northern Ireland, Isle of Man and the Channel Islands and for that period allowed in the EU by <b>your car insurance policy</b> .   |
| <b>Hospitalised</b>              | As a direct result of <b>bodily injury you</b> being admitted to a hospital as an inpatient in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands for medical, surgical, or other remedial attention treatment or diagnosis by a <b>medical practitioner</b> or in a continuous unconscious state.   |
| <b>Insured person</b>            | The person driving <b>the car</b> at the time of an <b>accident</b> and named as a driver on the current certificate of motor insurance issued under the <b>car insurance policy</b> . This does not include any person temporarily added to the <b>car insurance policy</b> .   |
| <b>Insurer</b>                   | Tesco Underwriting Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA  |
| <b>Loss of hearing</b>           | The complete <b>loss of hearing</b> in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram which, in the opinion of an <b>expert medical specialist</b> will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks.   |
| <b>Loss of internal organs</b>   | The permanent and complete loss by physical separation, or the permanent and complete loss of use, of:<br><b>Type one</b> – Lung(s), kidney(s), liver, large intestine, small intestine, stomach, reproductive organ(s) and bladder.<br><b>Type two</b> – Spleen, gallbladder and pancreas.  |
| <b>Loss of limb or limbs</b>     | The <b>loss of a limb or limbs</b> by physical separation of:<br>i) an arm at or above the wrist or<br>ii) a leg at or above the ankle<br>or the total loss of use of:<br>i) an arm at or above the wrist or<br>ii) leg at or above the ankle<br>which, in the opinion of an <b>expert medical specialist</b> , will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks. |

|                                     |   |
|-------------------------------------|---|
| <b>Loss of sight</b>                | The complete <b>loss of sight</b> that will be considered as having occurred<br>i) in both eyes if the injured person's name is added to the Register of Blind Persons or<br>ii) in one eye if the degree of sight remaining after correction by glasses or contact lenses is 3/60 or less on the Snellen Scale (meaning that an injured person sees at 3 feet what they should see at 60 feet) which, in the opinion of an <b>expert medical specialist</b> , will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks. |
| <b>Loss of speech</b>               | The complete <b>loss of speech</b> which, in the opinion of an <b>expert medical specialist</b> , will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks.  |
| <b>Medical expenses</b>             | The cost of medical, surgical or other remedial attention treatment or, hospital, nursing home and ambulance charges and any other costs for diagnostic or remedial treatment incurred appliances given or prescribed by a <b>medical practitioner</b> .  |
| <b>Medical practitioner</b>         | A person other than <b>you</b> or a member of <b>your</b> immediate family or an employee of <b>yours</b> who is qualified and licensed to practise medicine.   |
| <b>The car</b>                      | The vehicle covered by <b>your car insurance policy</b> for which <b>we</b> have issued a Certificate of Motor Insurance. This does not include any vehicles temporarily added to the <b>car insurance policy</b> .   |
| <b>Paraplegia</b>                   | Complete paralysis of the lower half of the body including both legs which, in the opinion of an <b>expert medical specialist</b> , will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks.  |
| <b>Period of Insurance</b>          | The period for which <b>you</b> have Tesco Bank Driver Injury Cover as shown on the <b>car insurance policy</b> schedule(s), but excluding the first 24 hours after the start date of this <b>policy</b> where this <b>policy</b> was added after the inception or renewal of the <b>car insurance policy</b> .   |
| <b>Permanent partial disability</b> | The complete loss of use of a shoulder, elbow, hip, knee, ankle or wrist, and/or the physical separation or total loss of use of a foot or hand, a finger or fingers, or a toe or toes which, in the opinion of an <b>expert medical specialist</b> will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks.  |
| <b>Permanent total disability</b>   | Means physical disablement caused other than by <b>loss of limb or limbs, paraplegia, quadriplegia, loss of sight, loss of speech, loss of hearing, loss of internal organs or burns</b> which, in the opinion of an <b>expert medical specialist</b> will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks, and will, in the opinion of an <b>expert medical specialist</b> , prevent the <b>insured person</b> from engaging in gainful employment of any kind for the remainder of their life.                     |
| <b>Physiotherapy</b>                | The recognised treatments performed by a registered physiotherapist to improve functional movement.   |
| <b>Policy</b>                       | This Tesco Bank Driver Injury Cover contract of insurance.  |
| <b>Policyholder</b>                 | The person who has taken out this <b>policy</b> and has paid, or agreed to pay, the <b>premium</b> .  |
| <b>Premium</b>                      | The payment for Tesco Bank Driver Injury Cover <b>policy</b> , which needs to be paid to the <b>administrator</b> to obtain the benefit of this <b>policy</b> .   |
| <b>Quadriplegia</b>                 | Complete paralysis of all four limbs which, in the opinion of an <b>expert medical specialist</b> , will not be recovered within 52 consecutive weeks or is not recovered within 52 consecutive weeks.  |
| <b>Third party</b>                  | Any person/party involved in the <b>accident</b> , excluding any <b>insured person</b> .  |
| <b>We, our, us</b>                  | The <b>administrator</b> and/or the <b>insurer</b> .  |
| <b>You, your</b>                    | The person shown under 'policyholder details' on the <b>car insurance policy</b> 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 the **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 benefits, under the terms and conditions of this **policy**, to an **insured person** if they suffer **bodily injury** whilst driving **the car**.

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 relevant **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 at the time of an **accident** giving rise to a claim under this **policy**. If cover is reduced to **third party**, fire and theft, or **third party** only, under the **car insurance policy** all cover under this **policy** will be cancelled.

**The car** must be being used in accordance with the terms and conditions of the **car insurance policy**.

All **insured persons** must take reasonable steps to:

- prevent or minimise loss, damage, **accidents** and **bodily injury** to any person whilst travelling in **the car**; and
- ensure they comply with legal requirements for the condition and use of a vehicle on a road or other public place.

Cover will only operate in respect of **the car** (including any temporary replacement vehicle arranged by **us**) and excludes 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 if provided in **your car insurance policy**.

Cover will not operate in respect of any drivers temporarily added to the **car insurance 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. 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.

### 4. 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.

### 5. 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 **accident** arises whilst an **insured person** is driving **the car**, or any temporary car arranged by **us**, illegally due to excess levels 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 benefits described 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.

### 6. Medical care

Following any **bodily injury** that results in a claim under this **policy**, the **insured person** must:

- place themselves under the care of a **medical practitioner** and follow his/her advice;
- if **we** reasonably request it, undergo medical examination at **our** expense; and
- at their expense provide **us** with any reports, certificates, information and evidence that **we** reasonably ask for and do so in the manner **we** request.

# What is covered

In the event that **you** or any **insured person** suffers **bodily injury** arising from an **accident** whilst driving **the car** during the **period of insurance** which, within 52 weeks of the date of the **accident**, results in that person's:

1. **Loss of limb or limbs**
2. **Paraplegia**
3. **Quadriplegia**
4. **Permanent total disability**
5. **Loss of speech**
6. **Loss of hearing**
7. **Permanent partial disability**
8. **Loss of sight**
9. **Death**
10. **Loss of internal organs**
11. **Burns**

we will pay the **insured person** the applicable benefit as detailed in the Table of benefits on page 10 subject to the specified limits.

In addition, we will pay the **insured person** for the following:

- If they suffer a **fracture** as a direct result of **bodily injury** during the **period of insurance**, we will pay them the **fracture** benefit shown in the Table of benefits;
- If they are **hospitalised** as a direct result of **bodily injury** during the **period of insurance**, we will pay them the hospitalisation benefit shown in the table of benefits for each night they are **hospitalised** up to a maximum amount of £2,500;
- If they require **physiotherapy** as recommended by a **medical practitioner** or **expert medical specialist** for their treatment and recovery following a valid claim under this **policy** for a **fracture** we will pay them up to the **physiotherapy** benefit shown in the Table of benefits; and
- **Medical expenses** of up to £3,000 per **accident** following a claim for a condition under 5 – 11 in the Table of benefits.

# What is not covered

We will not pay any benefit for death or **bodily injury** directly or indirectly caused by, contributed to or arising from:

- Any **accident** occurring outside the **period of insurance**;
- Any **accident** occurring within the first 24 hours after the start date of this **policy** where this **policy** was added to the **car insurance policy** after the start or renewal date of the **car insurance policy**;
- Any **accident** that does not result in a valid claim under the **car insurance policy**;
- **Bodily injury** as a result of the use of **the car** for any purpose not covered by the **car insurance policy**;
- An **insured person** committing suicide, attempted suicide, or any deliberate act to cause self injury;
- An **insured person** committing a criminal or unlawful act, other than a motoring offence, subject to the exceptions below;
- An **accident** in which an **insured person** is driving illegally due to excess levels of alcohol 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;
- An **insured person** not wearing a seat belt when they have to by law;
- **Bodily injury** as a result of the use of **the car** for track days or off road activity of any description;
- **Bodily injury** as a result of the use of **the car** by an **insured person** who is aged 81 or over at the time of an **accident**;
- Any **accident** where the **insured person** has not stopped and exchanged details with the other driver or where the **accident** has not been reported to the police as soon as reasonably possible; and
- Any **bodily injury** sustained when not driving **the car**.

# Table of benefits

## Special condition

The amounts we will pay for **bodily injury** are shown in the table below.

If payment is due under more than one item 1 to 11 in the table, the total amount payable for each **accident** will be subject to a maximum payment of up to £100,000. This will be increased to £120,000 where one of the claims is for **paraplegia**, or £140,000 where one of the claims is for **quadriplegia**.

| Condition resulting solely from the <b>bodily injury</b>      | Benefit         |
|---|-----------------|
| <b>1. Loss of limb or limbs</b>                               | <b>£100,000</b> |
| <b>2. Paraplegia</b>  | <b>£120,000</b> |
| <b>3. Quadriplegia</b>  | <b>£140,000</b> |
| <b>4. Permanent total disability</b>                          | <b>£100,000</b> |
| <b>5. Loss of speech</b>                                      | <b>£60,000</b>  |
| <b>6. Loss of hearing:</b>                                    |                 |
| • In one ear, or  | <b>£30,000</b>  |
| • In both ears  | <b>£60,000</b>  |
| <b>7. Permanent partial disability</b>                        |                 |
| Loss of use of:   |                 |
| • a shoulder, elbow, hip, knee, ankle, wrist                  | <b>£50,000</b>  |
| Loss of or loss of use of:                                    |                 |
| • a hand or foot  | <b>£50,000</b>  |
| • each finger (at least one complete bone)                    | <b>£10,000</b>  |
| • each thumb (at least one complete bone)                     | <b>£20,000</b>  |
| • each big toe (at least one complete bone)                   | <b>£20,000</b>  |
| • each other toe (at least one complete bone)                 | <b>£10,000</b>  |
| subject to a maximum of £50,000 for each injured hand or foot |                 |
| <b>8. Loss of sight:</b>                                      |                 |
| • In one eye, or  | <b>£50,000</b>  |
| • In both eyes  | <b>£75,000</b>  |
| <b>9. Death</b>   | <b>£100,000</b> |

| Condition resulting solely from the <b>bodily injury</b>   | Benefit        |
|--|----------------|
| <b>10. Loss of internal organs:</b>  |                |
| • <b>Type one</b>  | <b>£10,000</b> |
| • <b>Type two</b>  | <b>£5,000</b>  |
| <b>11. Burns</b>   | <b>£5,000</b>  |
| <b>12. Fractures</b>   | <b>£1,000</b>  |
| • Maximum amount per <b>accident</b>   | <b>£2,000</b>  |
| <b>13. Hospitalised benefit:</b>   |                |
| • For each night the <b>insured person</b> spends in a hospital  | <b>£25</b>     |
| • Maximum amount per <b>accident</b>   | <b>£2,500</b>  |
| • Maximum number of nights   | <b>100</b>     |
| <b>14. Physiotherapy benefit:</b>  |                |
| • For each <b>physiotherapy</b> appointment  | <b>£50</b>     |
| • Maximum amount per <b>accident</b>   | <b>£300</b>    |
| <b>15. Medical expenses:</b>   |                |
| Up to a maximum of <b>£3,000</b> per <b>accident</b> following a claim for a condition under 5 – 11 above. |                |

# Making a claim

We hope that an **insured person** is not injured in an **accident**, but if they are the following guidance will help **you** make a claim:

- Please check that both **your policy** and the **car insurance policy** were in force at the time of an **accident**.
- Please read **your policy** to check that the **bodily injury** is covered.
- Please read **your car insurance policy** to check that **the car** was being used in accordance with its terms and conditions.
- Make a note of **your policy** number and contact **us** as soon as reasonably possible on 0345 300 0680.

If an **accident** causes the death of an **insured person**, then the benefits will be paid to their estate.

# 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 Bank on 0345 673 0000; or
- Write to Tesco Bank and send to:

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

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

- Telephone 0345 300 0680
- Write to:  
Tesco Underwriting  
Floor 2, Quorum Business Park  
Newcastle Upon Tyne  
NE12 8BU

## 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

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

Tel: 0800 023 4567 Fax: 0207 964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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 [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## Customer Services Line

**0345 673 0000**

Lines are open Mon-Fri 8am-9pm  
Sat and Sun 9am-5pm

## Claims

Please report your claim to your car insurer, their details can be found on your policy schedule. Then call the Driver Injury claims line on 0345 300 0680.

## We could help you save on other insurance

### Home Insurance

**0345 301 0940**

Lines are open Mon-Fri 8am-9pm  
Sat and Sun 9am-5pm

### Pet Insurance

**0345 078 3801**

Lines are open Mon-Fri 8am-8pm  
Sat and Sun 9am-5pm

**If you have difficulties with your hearing or speech, contact us by Typetalk by adding 18001 to the start of any of the numbers above.**

Tesco Bank Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Pet Insurance is arranged, administered and underwritten by Royal & Sun Alliance Insurance plc.

For further information: [tescobank.com](https://www.tescobank.com)



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

Tesco Bank Car Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Bank 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.

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