

TESCO
Personal Finance

CLUBCARD credit card

**Important
Information**

Certificates of Insurance

www.tesco.ie

Tesco Clubcard Credit Cardholder Payment Protection Plan Policy

ATTENTION – cardholders only qualify for this insurance if they have applied for it and are paying monthly insurance premiums.

UNDERWRITTEN BY : PINNACLE INSURANCE PLC

Head and Registered Office : Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX
United Kingdom

Company Registered No. : 1007798

Group Policy No. : 02358

INTRODUCTION

This **policy** provides credit card repayment protection in the event of **your** death, **accident, sickness or unemployment** providing you meet the eligibility criteria set out in Section 1 and have paid the **monthly premium** when due. This **policy** provides **you** with everything **you** need to know about **your** cover and contains all the contractual terms and conditions of **your** cover including the exclusions.

Please read this **policy** carefully as it explains the benefits of cover that are available to **you** and the criteria **you** must meet to qualify for those benefits. Please make sure that **you**:

- are eligible for the insurance cover;
- know what is covered and what is not covered by this policy;
- understand how changes in your employment affect eligibility; and
- understand the terms and conditions for making a claim.

This **policy** uses words and phrases that have specific meanings. You will find these explained in Section 10 “Definitions”. Defined words are shown in “bold” wherever they appear.

IMPORTANT NOTES

You should make sure **you** know what this insurance does and does not cover. Please note the conditions of cover if **you** change the basis of your **employment** or are **employed** on a fixed-term contract, or if **you** intend to work outside the Republic of Ireland, the United Kingdom, the Channel Islands or the Isle of Man for more than 30 consecutive days.

If **you** are not completely satisfied, please return this **policy** within 30 days of the date **you** received this policy with the covering letter and confirmation **you** wish to cancel to:

Tesco Personal Finance, Customer Services,
PO Box 7520, Freepost, Dublin 4.

They will cancel the cover from **your commencement date** and arrange for any **monthly premium** paid to be refunded to **your account**, provided that no claim has been made.

Certain circumstances may affect **your** right to benefits if **you** are aware of them at the **commencement date**. **We** will not pay any benefits under this policy for:

- any condition, injury, illness, disease, **sickness** or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the **commencement date** or, for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the **commencement date**.

However, **you** will be able to claim if the **sickness**, disease, condition or injury is not considered a **chronic condition** and **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition in the 24 months immediately prior to **your** claim. Please refer to Section 6 for the full list of **accident** and **sickness** exclusions;

- any impending **unemployment** **you** were aware of at the **commencement date**. **You** will not be covered for any **unemployment** which we reasonably

believe **you** knew was likely to happen, whether **you** had official notice of it or not, when **you** took out this insurance;

- any **unemployment you** were advised of or which happens during the first 60 days following the **commencement date**;
- a Carer Cover claim under Section 3 (viii), if at the **commencement date** we reasonably believe **you** were aware of the need, or likely need at any time in the future, for a member of **your immediate family** to require a carer.

SECTION 1 – WHO CAN HAVE COVER?

1. **You** are eligible if on the **commencement date** you are:
 - (a) at least 18 years of age and under 65 years of age (cover ceases at age 65);
 - (b) permanently living in the Republic of Ireland;
 - (c) in **active employment** or **self-employment** and have been so continuously for the 6 months immediately prior to the **commencement date**.
2. If however, on the **commencement date**:
 - (a) **you** are not in **employment**, or have not been continuously **employed** for 6 months, then **accident** and **sickness** and **unemployment** cover will not commence until **you** have been in **active employment** for a continuous period of at least 6 months;
 - (b) **you** are absent from work due to an **accident** or **sickness**, cover will not commence until **you** return to **active employment** for a continuous period of at least one month.
3. The rights given under this **policy** cannot be transferred to anyone else.
4. **Self-employed and Fixed-term Contract Workers**

If **you** are **self-employed** or **you** work on a fixed-term contract(s) **you** are eligible for this insurance but **you** should read this **policy** carefully to make sure it is suitable for your needs - **you** should pay particular attention to the definitions of “**self-employed**”, **state employed** and “**ceased trading**”, Section 3 “Unemployment cover” and Section 8 “How to Claim”.

If **you** are **self-employed** or **state employed** and wish to claim **unemployment** benefit **you** will need to provide satisfactory evidence that **you**:

- in the case of **self-employment**, have **ceased trading**;
- are registered as unemployed with Social Insurance contribution credits; and
- fulfil the definition of **unemployed**.

SECTION 2 – ACCIDENT AND SICKNESS COVER

1. If an **accident** or **sickness** prevents **you** from working for 14 consecutive days or more, a **monthly benefit** will become payable to **your account** on the 15th day. After that, the monthly benefit will be payable for each further continuous 30 day period that **you** are unable to work. The **monthly benefit** will be paid monthly in arrears provided you meet the terms and conditions of this **policy**, or a total maximum of 12 **monthly benefits** have been paid to **your account** in respect of a single **accident** and **sickness** claim.
2. When deciding **your** maximum entitlement to benefit, **accident** and **sickness** claims arising from the same cause which are not separated by at least 3 consecutive months of **active employment** or **self-employment** will be treated as one continuous period.
3. Should **you** receive the maximum of 12 **monthly benefit** payments for any one **accident** and **sickness** claim, you will not be able to make a further accident and sickness claim until you have returned to active employment or self-employment for at least 6 consecutive months.
4. Pregnancy and childbirth - **we** will pay benefit for any **accident** and **sickness** claim, resulting from any symptom(s) of, or complication(s) of pregnancy and childbirth which a **doctor** certifies prevents **you** from working, and which is not excluded under any other exclusions listed in this **policy**. However no benefit will be payable for **normal pregnancy** and childbirth related conditions.

SECTION 3 – UNEMPLOYMENT COVER

1. If **you** are **unemployed** for 30 consecutive days or more, a **monthly benefit** will become payable to **your account** on the 31st day. After that, the **monthly benefit** will be payable for each further continuous 30 day period of **unemployment**. This will continue until the period of **unemployment** ends, or a total maximum of 12 **monthly benefits** have been paid to **your account** for any one period of **unemployment**.

2. When deciding **your** maximum entitlement to benefit, periods of **unemployment** which are not separated by at least 3 consecutive months of **active employment** or **self-employment** will be treated as one continuous period of **unemployment**.
3. Should you receive the maximum of 12 **monthly benefit** payments for any one period of **unemployment** you will not be able to claim any further **unemployment** benefit until you have returned to **active employment** or **self-employment** for at least 6 consecutive months.
4. A claim for **unemployment** benefit will be suspended for up to 6 months if you take **temporary work** during **your** claim. If further **unemployment** occurs during this period it shall be treated as part of the same claim.
5. If **you** take **temporary work** for longer than 6 months you will have to requalify for **unemployment** benefit. The 30 day waiting period for **unemployment** benefit will not begin until the end of any period for which you receive, or are entitled to receive, payment instead of working **your** notice.
6. If you are **self-employed** you can only claim **unemployment** benefit if **you** have **ceased trading**. Periods of **unemployment** due to shortage of work are not covered.
7. For contract workers, **unemployment** due to the non-renewal of a fixed-term contract will only be covered if the contract has been renewed on two consecutive occasions prior to the loss of **employment**.
8. Carer Cover - If **you** are **unemployment** as a result of **you** becoming a carer, **we** will consider an **unemployment** claim if **you** can provide evidence that **you**:
 - (a) are required to care for a member of **your immediate family**;
 - (b) are in receipt of Carer's Allowance from the Department of Social and Family Affairs; and
 - (c) were not aware that it was a possibility that you would have to leave paid employment to become a carer prior to the **commencement date**.

SECTION 4 – LIFE COVER

1. If **you** die, **we** will pay to **your account** an amount equal to the **outstanding balance**.
2. If **you** suffer **accidental bodily injury** and as a result, die within 12 months of the date the **accidental bodily injury** occurred, then **your account** will be credited with an amount equal to double the **outstanding balance**.

SECTION 5 – IF YOUR REASON FOR CLAIMING CHANGES

You may not claim for **accident** and **sickness** or **unemployment** benefit for the same period. If, however, **your** reason for claiming changes from **accident** and **sickness** to **unemployment** or carer cover (or vice versa) without a break, payment will continue without the waiting period, up to a maximum of 12 **monthly benefit** payments in total for any one claim.

SECTION 6 – WHAT IS NOT COVERED?

1. **Accident** and **sickness** claims will not be paid for any period that you are unable to work which lasts less than 14 consecutive days.
2. **Accident** and **sickness** or **unemployment** claims will not be paid if they are wholly or partly the result of:
 - (a) any condition, injury, illness, disease, **sickness** or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the **commencement date** or, for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the **commencement date**.
However, **you** will be able to claim if the sickness, disease, condition or injury is not considered a **chronic condition** and **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition in the 24 months immediately prior to **your** claim;
 - (b) **your** wilful deliberate actions, drug addiction or alcohol dependency or taking alcohol or drugs, except under a **doctor's** direction (unless that direction relates to the treatment of drug addiction or alcohol dependency);
 - (c) war, invasion, riot, revolution or any similar event.
3. An **unemployment** claim will not be paid:
 - (a) if **you** are advised, within the first 60 days immediately after the **commencement date**, that you are to lose **your employment** or **we**

- reasonably believe you knew **your unemployment** to be impending on that date, whether or not **you** had received official notice;
- (b) in respect of any period of **unemployment** lasting less than 30 consecutive days;
 - (c) for any period for which **you** have received, or are entitled to receive, payment instead of working **your** notice;
 - (d) if **your unemployment** results from resignation, voluntary redundancy, early retirement or dismissal which is caused by either **your** own misconduct, or industrial action in which **you** are directly involved;
 - (e) if **your unemployment** results from the non-renewal of a fixed-term contract unless the contract has been renewed on two consecutive occasions prior to the **unemployment**;
 - (f) if **your unemployment** arises from the loss of **temporary work** or if periods of **unemployment** are a regular feature of **your normal occupation**;
 - (g) if **your unemployment** occurs whilst **you** are **employed** outside the territorial limits of the Republic of Ireland, United Kingdom, the Channel Islands or the Isle of Man for a period intended to be for more than 30 days.

SECTION 7 – TERMINATION AND VARIATION

1. **Your** insurance cover and entitlement to benefit under this **policy** ends as soon as any of the following occur:
 - (a) the date when **your** obligations in respect of **your account** stop or are assigned or transferred to someone else;
 - (b) the date when **you** retire from work or **you** reach 65 (**you** will need to advise **us** in writing if **you** retire earlier than 65);
 - (c) the date on which **we** or Tesco Personal Finance plc cancel this **policy** by giving **you** 30 days notice in writing at your last known address. Any **monthly premium** payment due during such period of notice shall be waived;
 - (d) the date the **monthly premium** due is not paid;
 - (e) the date on which **you** cancel this **policy** by giving Tesco Personal Finance plc 30 days notice in writing;
 - (f) the date on which **you** die.
2. **We** may at any time vary or waive the terms and conditions of this **policy** by giving **you** at least 30 days written notice of such change either by letter or by sending **you** an endorsement to this **policy** signed by **our** duly authorised official.
3. If **your policy** is cancelled for reasons (c), (d) or (e) above, **your** entitlement to benefit will not be affected in respect of any existing claim, or any incident occurring before the cancellation date which results in a valid claim.
4. The **monthly premium** rate or **policy** terms may be amended at any time by **us** or Tesco Personal Finance plc giving **you** at least 30 days written notice.
5. Within the “cooling off period” - If **you** decide **you** do not want the cover under this **policy** and **you** wish to cancel **your policy**, **you** can do so by writing to **us** and returning **your** policy within 30 days (the “cooling off period”) of the **commencement date** or the date **you** receive the **policy** documents, whichever is later. Any **monthly premium** paid by **you** during this period will be refunded to **you** provided no claim has been made under the terms of this policy.
6. Outside the “cooling off period” - If **you** have not made a claim against this **policy** and cancel outside the initial 30 day “cooling off period”, no refund of **monthly premium** will be payable.
7. If **you** have claimed - If **you** have made a claim against this **policy** and wish to cancel, no refund of **monthly premium** will be payable.
8. All cancellation requests should be made to: Tesco Personal Finance, Customer Services, PO Box 7520, Freeport Dublin 4

SECTION 8 – HOW TO CLAIM

1. **You** (or **your** personal representatives in the event of a Life claim) should call our Helpline on 1890 866 982.
2. If **you** die, **we** require an original or certified copy Death Certificate or a copy of Grant of Probate / Letter of Administration.
3. **Accident** and **sickness** claims – **we** require a certificate from **your** employer confirming **you** are not presently working for them. **We** may require medical evidence in addition

to **your doctor's** initial report, and/or ask **you** to undergo a medical examination with a **doctor** appointed by **us**. **We** will pay the costs of this additional medical evidence. **We** will not pay **you** any benefit if **you** fail to undergo a medical examination and **you** do not have a reasonable explanation for not attending.

4. **Unemployment** claims - **we** require confirmation of **your unemployment** with the Department of Social and Family Affairs or a letter from **your** last employer confirming that **you** worked for them.
5. If **you** are **self-employed**, **we** will require satisfactory proof that **you** have **ceased trading**.
6. Claims payments will be credited to **your account**. Once **we** have made these payments **we** will not make any further payments for the same claim.
7. All claim forms and correspondence relating to claims should be sent to:
Claims Department, Cardif Pinnacle*, 5 George's Dock, IFSC, Dublin 1.
Telephone: 1890 866 982

Please ensure that all questions are fully answered as failure to do so could result in a delay in the payment of any benefits.
8. In order to maintain the highest level of service, **we** may record and monitor telephone communications.
9. When claiming benefit any proof required must be provided at **your** expense. Failure to provide the required supporting evidence will mean **we** will be unable to pay your claim.
10. **We** may make enquiries in connection with **your** claim, contact your employer or ask **you** to attend a medical examination but **we** will pay the examiner's fee.
11. If **you** or **your** partner are receiving any State benefit, **you** should advise the Benefits Agency if **you** are also claiming under this **policy**. In some circumstances the amount of **monthly benefit** **you** receive under this **policy** may affect **your** entitlement to State benefit. **Your** local Benefits Agency will be able to provide **you** with further information.
12. **You** must pay the **monthly premium** even if **you** are making a claim or receiving **monthly benefit** under this **policy**, if **you** wish cover to continue after **your** claim.
13. In the event of a claim, any information which **you** provide to **us** whether on the claim form or otherwise will be put in to a Register of Claims through which Insurers share such information to prevent fraudulent claims. A list of participants and the name and address of the operator is available from **us** on request.
14. The law which applies to this **policy** is the law of the Republic of Ireland.
15. **We** are covered by the Financial Services Compensation Scheme (FSCS).
You may be entitled to compensation from the FSCS if **we** cannot meet **our** obligations. The amount of compensation depends on the type of insurance business. Most types of insurance business are covered for 90% of the claim, without any upper limit. Further information about compensation arrangements is available from the FSCS, telephone number +44 20 7892 7300 .
16. Should a situation arise where there is a conflict between **your** interests and **ours**, **we** will tell **you**, and **we** will explain how **we** intend to proceed. Should **you** feel that a conflict of interest has occurred and **we** have not treated **you** fairly **you** are able to make a complaint through **our** Enquiries and Complaints.
Procedure – see Section 9.

SECTION 9 – ENQUIRIES AND COMPLAINTS

It is always **our** intention to provide a first class standard of service. However, any enquiries or complaints regarding this insurance cover should in the first instance be addressed to:

Customer Relations Manager, Cardif Pinnacle*
5 George's Dock, IFSC, Dublin 1
Telephone: 1890 866 982

Please quote **your policy** or **claim number** so that **your** enquiry can be dealt with quickly.

If **you** are still not satisfied, any enquiries or complaints **you** may have regarding this insurance cover should be addressed to:

The Manager, Tesco Personal Finance,
Customer Services, PO Box 7520, Freepost, Dublin 4

Should **you** remain dissatisfied, **you** should address **your** complaint to:

Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Telephone: 1890 882 090 Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

This procedure will not prejudice **your** right to take legal proceedings.

*Cardif Pinnacle is a trading name of Pinnacle Insurance plc. A BNP Paribas company. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority in the United Kingdom.

SECTION 10 – DEFINITIONS

In this **policy**, the following words and phrases have the meaning given next to them. These words and phrases will appear in **bold** letters wherever they appear.

“account” - means the Tesco Personal Finance plc credit card account to which the **monthly premium** is charged.

“accident” - means a bodily injury which prevents **you** from doing **your** normal occupation (or any job which you are reasonably able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed**, **you** must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming.

“accidental bodily injury” - means bodily injury resulting solely and directly from accidental outward violent and visible means and does not include **sickness** or disease or any naturally occurring condition or degenerative process.

“active employment” - means employment from which **you** are not absent due to **accident** or **sickness**.

“ceased trading” - means where **you** have involuntarily ceased trading as a result of **your** business having insufficient assets to meet its debts and liabilities and:

1. final closing accounts for **your** business have been prepared and submitted to Irish Revenue Commissioners; and
2. **your** business has been put in the hands of an insolvency practitioner; or
3. **your** business is a partnership which has been or is being dissolved and final closing accounts have been prepared or are being prepared and submitted to Irish Revenue Commissioners.

“commencement date” - means the date **your account** was opened or the date of acceptance of **your** application for this **policy**, if later.

“chronic condition” - means any condition, injury, illness, disease, **sickness** or related condition and/or associated symptoms that existed at the **commencement date** whether it was requiring medical attention at that time or not.

A chronic condition is a condition which has at least one of the following characteristics:

1. it continues indefinitely; or
2. it is constant and is controlled rather than cured; or
3. it has symptoms which recur and have required consultation, treatment or care in the past; or
4. it requires long-term monitoring or treatment, consultations, check ups, examinations or tests;

“doctor” - means a qualified medical practitioner registered with the Medical Council and working in the Republic of Ireland or registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. The **doctor** who confirms **your** condition when **you** are making a claim, cannot be **you**, a relative or close friend.

“employment/employed” - means working for at least 18 hours a week if **you** are working in the Republic of Ireland (or at least 16 hours per week if **you** are working in the United Kingdom, the Channel Islands or the Isle of Man), under a contract of employment that does not have a fixed or implied date for ending. **You** must be receiving a salary or wages and be paying the appropriate class of Pay Related Social Contributions (or National Insurance contributions).

“immediate family” - means **your** spouse, partner of the same or opposite sex who **you** currently live with as husband and wife and have lived with for a period of at least 1 year, parent or child;

“monthly benefit” - means 10% of the **outstanding balance** or €8 (whichever is greater), subject to maximum of €1200 per month.

“monthly premium” - means the monthly sum payable by **you** for insurance cover under this **policy** which is payable in Euros (€).

“normal occupation” - means **your** paid occupation immediately before **your accident, sickness** or **unemployment**, and any similar paid occupation which **we** reasonably think **you** are, or may reasonably become qualified for in view of **your** training, education and ability.

“normal pregnancy” - means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature (such as morning sickness and dizzy spells) and which do not represent a significant medical hazard to mother or baby.

“outstanding balance” - means the amount outstanding on the account at the date of **your** last account statement or **your** authorised credit limit (whichever is lower) immediately preceding the commencement of **your accident, sickness or unemployment** or death subject to a maximum sum of €12,000.

“policy” - means **your** contract of insurance comprising of the terms and conditions set out in this document;

“self-employment/self-employed” - Working for at least 18 hours a week in the Republic of Ireland for profit in a profession or business, either alone or with others. **You** must be paying the Class S Pay Related Social Contributions or liable to pay tax under Schedule D case (i), (ii), (iv) or (v) as defined by the Income and Corporation Taxes Act 1988 (“ICTA”).

“sickness” - means an illness or sickness which prevents **you** from doing **your normal occupation** (or any job which **you** are reasonably able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed, you** must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming

“state employed/state employment” - means actively working for remuneration in Ireland for at least 18 hours per week in the public service as a civil servant, an employee of a health board, local authority, or county committee or agriculture, member of the security forces or Garda Síochána or as an employee within the education sector;

“temporary work” - Means **employment** for an indefinite period which is not intended to be permanent. **Employment** of this nature via an Employment Agency is considered **temporary work**.

“unemployment/unemployed” - A period of involuntary unemployment when **you** have no temporary work and:

1. **you** are entirely without gainful **employment** (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business);
2. **you** are available for and actively seeking work and are able to provide evidence of this; and
3. **you** are credited with the correct Social Insurance Contributions in the Republic of Ireland or **you** have a current Job Seekers Agreement and are claiming Job Seeker’s Allowance, National Insurance Credits or Income Support from the Employment Service (or relevant agency), in the United Kingdom, the Channel Islands or the Isle of Man.

“we/us/our” - Pinnacle Insurance plc.

“**you/your/yourself**” - The principal cardholder named on the credit card application form to whom this Certificate of Insurance is issued.

CPP Card Protection

DEFINITIONS

Abroad

In a country other than the Republic of Ireland.

Card

Your credit, charge, cash, cheque, debit, store and other cards as shown in the schedule or reported to us before or at the time you report a card loss.

Card Loss

Loss by you or theft from you of a card during the period of insurance

Claim

Any claim you make under this policy.

Cover

The benefits available to you under this policy.

Communication Costs

The cost of a phone call, fax or letter.

Home

The place where you live, which you have given us the address for, before making any claim.

Issuer

The issuer of the cards.

Main policyholder

The person you have told us is responsible for this policy.

Pay card

The card from which we collect the premium.

Period of Insurance

The period of insurance starting on the start date. It includes any future periods for which you pay a new premium.

Personal belongings

Your handbags, wallets, purses, briefcases or the like in which you kept the cards at the time of their loss or theft.

Personal Items

Any luggage you own other than personal belongings.

Policy

These terms and conditions and the schedule, and any changes to either of these.

Renewal Date

The renewal date shown in the renewal letter which we send you or which we tell you about at any other time.

Schedule

Computer printouts of card numbers and personal details that we send you from time to time.

Start date

The date we accept your insurance proposal and your cover under the policy starts.

Unauthorised Use

Use of the card by someone else other than you following card loss.

We, Us, Our

Homecare Insurance Limited (registered number 2793290).

Year

A period of 12 months in a row.

You, Your

The person or people whose names appear in the Schedule.

DATA PROTECTION NOTICE

Your personal details

We will use the information you provide to:

- manage your card protection policy;

- collect payments when due; and
- process any claim you make in connection with lost or stolen cards.

We will collect the payment from the card that the main policyholder has told us is the pay card. If you no longer want your policy to cover the pay card, we will collect your payments from any other card you have registered with us. If you report a lost card to us, we will pass your name and address and the details of the card to the card issuer so that they can cancel it and provide a replacement. If you tell us that your address has changed, we will pass your new address details to your card issuers so that they can update their records. You consent that we may transfer your details outside the European Economic Area.

We may ask your card issuers to tell us about changes in your address and other personal and financial details so we can update your policy records. This may include but is not limited to asking for updated or new card numbers or bank account details and for information about changes to any personal contact details (e.g. phone or fax or email addresses). We may pass your personal information to our approved suppliers so that we can send correspondence to you. To help us assess whether you qualify for emergency financial help, we will check your credit rating with a credit-reference agency who will keep a record of this enquiry. Other organisations using the agency may then use this information for credit assessments or to trace debtors and prevent fraud. We and our business partners may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or email for these purposes. By taking out this policy you agree that we may contact you by these marketing methods, however if you would prefer this not to happen, please let us know when you register your cards or call us at any time if you change your mind.

To avoid contacting you unnecessarily about products you already have, we will compare your details with information on prospect files prepared by our business partners. When we do this we may need to tell your card issuers that you have a policy with us and disclose enough personal data to enable your card issuers to identify you on these files.

By taking out this policy you consent that for the better performance of this contract we may transfer your data outside the European Economic Area. If we do transfer your data outside the European Economic Area we will make the appropriate checks to ensure your data is adequately protected.

You have a right to see all the information we hold about you. If you would like to see this information, please write to:

The Compliance Manager
 Homecare Insurance Limited
 PO Box 3899
 Dublin 1
 Ireland

Please note that there will be a separate administration charge for this service

Household Policies

Household policies are for a main policyholder and up to four other card holders. All of these people must live at the same address and agree that we can release their details to the others insured under their policy. We collect payments from a card which the main policyholder has told us is the pay card. If you no longer want your policy to cover this card, we will collect payments from any other card you have registered with us. We may communicate with any policyholder, and ask permission from them on behalf of all other policyholders to:

- register cards and valuable documents onto a policy; or
- report a lost card; or
- make contact with the card issuers; or
- provide permission for marketing purposes; or
- process a claim.

However, we need permission from the main policyholder to amend the main policyholder's personal details, report a change of address, change the payment details and to cancel the policy, downgrade it to single policyholder status or change its term.

Key Tags

We will provide one key tag per registered policyholder.

Cooling-off periods

Remember that you have a right to cancel your policy. If you decide to cancel within 14 days of your start date or renewal date, please call us on +44 1904 544 695 and we will cancel your policy right away and refund the payment you have made. Please note that if you choose to cancel your policy outside of the cooling off periods shown above, you will not be entitled to a refund.

Complaints

If at any time you want to tell us about any problems with your policy, please call us on +44 1904 544 695. Or you can write to us at:

The Complaints Manager
Homecare Insurance Limited
PO Box 3899
Dublin 1
Ireland

We will do our best to respond to your query within five working days. If we have not replied to your complaint by then, we will send you an acknowledgement letter to keep you informed of progress. If you are still unhappy with our reply, you can take the matter to:

The Financial Ombudsman Service

Insurance Division
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Please note that the Ombudsman will not be able to help unless you have first raised your complaint with us.

Claims

If you need to make a claim on your policy, please call us any time on +44 1904 544 695. We will then send you a claim form that you need to fill in and return to us. All claims must be received within one year of the date of the card loss. Please remember to include all the documentation that we ask for including original receipts (not copies) for any expenses claimed for. If you do not, we will be unable to process your claim until we have received them. If we have received all the documentation that we need, we aim to process claims within 14 days.

If you are unhappy with a decision we have made you have the right to appeal. If you would like to appeal, please write to:

The Appeals Team

Homecare Insurance Limited
PO Box 3899
Dublin 1
Ireland

Who regulates us

Homecare Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). Our permitted business is arranging, selling and administering general insurance and assistance products. You can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on + 44 845 606 1234.

Recording calls

We record all phone calls to us. We do this to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and policy documents will be in English unless otherwise agreed.

We are committed to meeting the needs of all our policyholders, including those with special needs. Our letters and other documents are all available in Braille, in large text or on audio tape. You can also contact us through Typetalk if you need to. If you would like to use any of these services, please contact us on: +44 1904 544 695. We will be happy to help.

Your Policy

This policy sets out the cover that we will provide in return for your premium during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to your cover. Your Card Protection Plan service is provided by Homecare Insurance Limited.

A: GENERAL CONDITIONS, EXCLUSIONS AND LIMITS

A1: Conditions

Your cover under this policy depends on you meeting the following conditions.

1. You must meet all of our terms and conditions. This applies to terms and conditions set out here and any others which we may change or add to this policy at a later date.
2. You must provide us with full and accurate information in connection with your cover.
3. You must follow your card issuer's instructions and meet all of their terms and conditions when using their card. We will not pay any claim where the card issuer tells us that you have not done this. The decision of your card issuer will be final.
4. You must report lost or stolen cards to us by telephone within 24 hours of discovering the card loss.
5. You must do all that you reasonably can to avoid making a claim and keep your claims as low as possible.
6. You must provide all the documents we ask for, including original receipts (not copies), for any expenses claimed under this policy.
7. You must be over the age of 18 years old and live in the Republic of Ireland.
8. You may not make a claim unless the premium has been paid.

A2: Exclusions

1. This policy does not cover your liability to a card issuer if:
 - you use a card in a way which the issuer does not allow; or
 - someone other than you who lives at your home uses the card without your permission.
2. Every effort will be made to provide you with emergency funds in line with the terms and conditions set out in sections B3, B8 and B9 of this policy. However, there may be times when it is not possible to arrange the transfer of funds to some countries or geographical locations due to events or conditions that are out of our control, which we cannot be held liable for.
3. Expenses not supported by valid original receipts may not be covered.

A3: Policy Duration and Premiums

1. This policy provides cover that begins on the start date and which continues for the period up to the renewal date in return for the premium. We will renew the policy on the renewal date unless you contact us before the due date and ask us not to.
2. Premiums may change from time to time but the premium for this policy will not change until the next renewal date.
3. You must pay all premiums in advance.

A4: Cancelling this policy

1. We will cancel your policy if we do not receive your premium on the date it is due. However, we may reinstate your cover if you then pay it.
2. We will cancel your policy if you have at any time:
 - a. given us false or incomplete information; or
 - b. agreed to help anyone try to take money from us dishonestly; or
 - c. failed to meet the terms and conditions of this policy or to act openly and honestly towards us.

A5: Other Insurance

If there is any other insurance which covers any of the benefits set out in this policy, you must tell us about this when you make a claim. We will not pay more than our share of any claim covered by other insurance.

A6: Dishonest Claims

If you make a claim which is any way dishonest, we will refuse to pay any benefit. If we pay benefit and later discover that your claim was dishonest, we will take steps to get the money back.

A7: Setting a side terms and conditions

If we choose to set aside a term or condition of this policy, this will not prevent us from relying on that term or condition in the future.

A8: Governing Law

This policy is governed and must be interpreted in line with Irish law. We and you agree that any disputes may be settled only in the Irish courts.

B: COVER AND BENEFITS

B1: If you lose your card

1. We will pay any amounts (including interest) which you have to pay to a card issuer as a direct result of unauthorised use.
2. We will also cover any amount which you have to pay for a replacement card (but not for an emergency replacement).
3. When you report a card loss to us, we will contact the card issuer and ask them to cancel the card and provide a replacement.
4. We will regularly update the details set out in your schedule to make sure that the card loss is reported to the correct issuer.
5. We will not pay any more than €85 of any claim where a card is retained by an Automated Telling Machine (ATM).
6. We will not pay more than €1,700 of any claim relating to the period before you reported the card loss.
7. We will not pay more than €85,000 of any claim relating to the period after you reported the card loss.

B2: Personal belongings

We will pay up to €170 for the cost of replacing personal belongings which are lost or stolen at the same time as the card while you are away from your home.

- We will not pay anything unless:
 - a. you reported the loss to the local police immediately; and
 - b. you have written evidence from the police of making a report (if this evidence is not available, we must be satisfied that you reported the matter).
- We will not pay more than one claim under this section in each year.
- We will not pay the first €45 of each claim.
- You must provide original documentary evidence for the replacement items (for example, replacement receipts).

B3: Paying emergency hotel bills

We will pay your hotel bill up to €2,500 if:

1. you lose your card and report the loss to us while you are abroad; and
2. you do not have any other way of paying the bill.
 - You must ask us to pay the hotel bill when you ring us to report the card loss.
 - We will pay the hotel bill direct to the hotel.
 - You must provide us with proof of your need.
 - We retain the right to refuse funds at our discretion.
 - You are limited to one claim per year under this section.

B4: Replacement Cash

We will pay the face value of any cash or banknotes which are lost or stolen at the same time as the card while you are abroad.

- We will not pay more than €170 for all claims under this section in each year.
- We will not pay anything unless:
 - a. you have reported the loss to the local police immediately; and

- b. you have written evidence from the police of making a report (if this evidence is not available, we must be satisfied that you reported the matter).
- You must provide documents to prove that you had the cash or banknotes immediately before the loss or theft.

B5: Passport and Driving Licence

If your passport or driving licence is lost or stolen while you are abroad, we will:

- help you to arrange emergency replacements and pay any charges you have to pay for the issue of replacements;
- we will not pay anything unless the loss or theft of the passport or driving licence happens and is reported to us at the same time as the card loss;
- we will not pay more than €340 for all claims under this section in each year.
- You must provide original documentary evidence to support your claim (for example, receipts from a Consulate).

B6: Lost Keys

We will provide you with key tags so that anyone who finds your keys can contact us. If your keys are lost or stolen, we will:

1. pay phone or postage costs for anyone who finds them to return them to us; and
2. let you know where your keys are or return them.

B7: Personal Items

If your personal items are lost or stolen, we will:

1. pay phone or postage costs for anyone who finds them to return them to us;
2. let you know where the items are; and
3. pay any costs you have to pay to get the items back to you.
 - We will not pay anything unless the personal items have been tagged or marked with the identification labels we have provided.
 - You must tell us beforehand about, and we must agree to, the method of getting the items back to you.
 - We will not pay more than €340 for all claims under this section in each year.
 - You must provide original documentary evidence to support your claim (for example, receipts).

B8: Emergency Cash

We will provide you with cash up to €1,000 if:

1. some or part of your cash is lost or stolen at the same time as the card when you are away from your home; and
2. you have no other way of getting credit or funds.
 - You must ask us for the emergency cash within 48 hours of the time when you ring us to report the card loss.
 - You must provide us with proof of your need.
 - Cash benefit will not exceed €75 per day and this will cover no more than 14 days in a row.
 - We retain the right to refuse funds at our discretion.
 - You are limited to one claim per year under this section.

B9: Replacement travel tickets

We will arrange replacement travel tickets up to the value of €4,250 so that you can return to the destination nearest to your home.

We will do this if:

1. your travel tickets have been lost or stolen from some where other than your home at the same time as the card; and
2. you apply for replacement travel tickets at the time you phone us to report the card loss.
 - We will pay the issuing office direct for your replacement tickets.

- We retain the right to refuse funds at our discretion.
- You are limited to one claim per year under this section.

B10: Communication Costs

We will pay any communication cost that you have to pay when you report a card loss to us, the police and to any other insurer.

- We will not pay more than €170 for all claims under this section in each year.
- You must provide original documentary evidence to support your claim (for example, telephone bills or receipts).

Homecare Insurance Limited is a member of the CPP group of companies. Registered Office: Holgate Park, York YO26 4GA England.

Registered No. 2793290. Authorised and regulated by the Financial Services Authority.

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