

TESCO Bank

*Car
Insurance*

Important information about your policy

Inside you'll find details of changes
to your car insurance policy

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Every little helps

Changes to your Tesco Bank Car Insurance policy

There are some changes to your Tesco Bank Car Insurance policy. This leaflet will explain the main changes and how they will affect you. Please read this leaflet in conjunction with your **Policy Booklet, Schedule and Statement of Fact**.

Key Changes	OLD Policy	NEW Policy	What this means to you
Contract of insurance - Page 6 of your Policy Booklet			
Contract of insurance	Failing to tell the administrator about material facts could result in you no longer having any cover under this policy. Material facts are those that are likely to influence your insurer's decision to provide insurance under this policy, the conditions of insurance or the premium you will be charged. If you are in doubt about whether certain facts would be considered material, you should tell the administrator about them. Your administrator will be happy to discuss these with you . Please contact the Customer Services Line if you want to discuss.	Making a false statement or misrepresenting or withholding information from the administrator could result in your contract of insurance 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 Statement of Fact, Schedule or Certificate of Motor Insurance or the information is not correct your policy may be voided. It is an offence under the Road Traffic Act to make a false statement or to misrepresent or withhold information for the purposes of obtaining a Certificate of Motor Insurance . Please contact our Customer Services Line immediately if you are in any doubt that your policy details are not correct to ensure you and any other driver covered by your policy continue to have the full protection of your policy.	We have revised the wording here to make it clearer to our customers what their responsibilities are in ensuring the information we hold is up-to-date and correct and what the consequences can be if this information is not correct.
Policy conditions - Pages 7-11 of your Policy Booklet			
Policy condition no. 2 - Changes you must tell the administrator	If you do not tell the administrator about any change to a material fact, this insurance may no longer be valid. Material facts are ones that might influence our decision to provide insurance under this policy, the conditions of the insurance or the premium you will be charged. If you are not sure whether a fact is material, you should tell the administrator about it. Some example of material facts are as follows:	You must tell the administrator about any changes to the information detailed on your Statement of Fact, Schedule or Certificate of Motor Insurance . Please remember that if you do not tell the administrator about any changes this could result in your contract of insurance being voided (as if the policy never existed), all claims under your policy being refused and all premiums that you have paid being retained. Some examples of the changes you must tell the administrator about are as follows:	We have revised this section to make it clear that you must tell us about any changes to the information on your Statement of Fact, Schedule or Certificate of Motor Insurance. If you do not you may not be covered or able to make a claim.
	<ul style="list-style-type: none"> Anyone who drives the car gets a motoring conviction, (including fixed penalty offences). 	<ul style="list-style-type: none"> Anyone who drives the car gets a motoring conviction, (including fixed penalty offences) or is convicted of a criminal offence. 	We have included reference to criminal convictions in this section.

Key Changes	OLD Policy	NEW Policy	What this means to you
<p>Policy condition no. 2 - Changes you must tell the administrator</p>	<ul style="list-style-type: none"> • The car is changed from the manufacturer's original specification. 	<p>The car is changed from the manufacturer's original specification (excluding manufacturer's optional extras fitted to the car from new), such as modifications made to the car which alter its value, performance, appearance or attractiveness to thieves. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the wheels or suspension, changes to the bodywork, such as spoilers or body kits or changes to the windows, such as tinting.</p>	<p>We have provided more details about the types of modifications and optional extras you need to tell us about.</p>
		<ul style="list-style-type: none"> • The owner or the registered keeper of the car changes. 	<p>We have added this wording to remind customers that they must tell us if the owner or registered keeper of the car changes, as this may affect the validity of the policy.</p>
		<ul style="list-style-type: none"> • You or any other driver covered by your policy cease to be a permanent UK resident. 	<p>You must tell us if you or any other driver is no longer a permanent UK resident.</p>
<p>Policy condition no. 8 - Fraud</p>		<p>If a fraudulent claim has been made or there has been fraudulent activity to secure benefits under this policy or secure cover at a lower price, this will result in your contract of insurance being voided (as if the policy never existed), all claims under your policy being refused and all premiums that you have paid being retained. We may also notify the relevant authorities, so that they may consider criminal proceedings.</p>	<p>To protect our customers we have added a new section on fraud to make it clear to any persons who commit a fraudulent act what the consequences of fraudulent behaviour are.</p>
<p>New Policy condition no. 11 - Claims as a result of drink or drugs</p>		<p>11. Claims as a result of drink or drugs.</p> <p>If a claim occurs whilst you, or any person named on your Certificate of Motor Insurance, is driving illegally due to excess levels of alcohol or the use of drugs, then there will be no cover for the car and we reserve the right to recover all sums paid to any third parties from you or the driver of the car. We reserve the right to withhold any claim settlement during the police investigation and/or criminal proceedings.</p>	<p>We have added a new condition that means that we will not pay for loss or damage to your own car if the driver at the time of the accident was driving illegally while under the influence of drink or drugs.</p>

Key Changes	OLD Policy	NEW Policy	What this means to you
Your cover - Sections A-L - Pages 12-23 of your Policy Booklet			
Section A - Damage to the car and Section C - Fire & theft	<p>What is not covered:</p> <ul style="list-style-type: none"> Loss of or damage to the car caused by a member of your immediate family, or a person living in your home, taking the car without your permission. 	<p>What is not covered:</p> <ul style="list-style-type: none"> Loss of or damage to the car caused by someone taking the car without your permission, unless the incident is reported to the police and assigned a crime reference number and you do not subsequently make any statement to the police that the car was taken with your permission. 	<p>We have amended the wording of this section to highlight the need to report any theft related incidents involving your car to the police and obtain a crime reference number.</p> <p>If you subsequently change your statement we may not pay your claim.</p>
		<p>What is not covered:</p> <ul style="list-style-type: none"> Deliberate damage to the car by anyone insured under your policy. 	<p>Your policy covers accidental damage only. We have added this wording to make it clear that damage caused deliberately by you or anyone insured under your policy is not covered.</p>
Section B - Windscreen cover	<p>Section B – Broken windscreen and window glass</p>	<p>Section B – Windscreen cover (this section does not apply to Value policies provided by Tesco Bank Car Insurance)</p>	<p>We have added text to this section to make it clearer that Windscreen cover does not apply to Value policies.</p>
	<p>What is covered:</p> <p>If the windscreen or any window glass in the car is chipped or broken during the period of insurance we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.</p>	<p>What is covered:</p> <p>If the windscreen or a window in the car is chipped or broken during the period of insurance we will pay the cost of repairing or replacing it. We will also pay for scratching to the paintwork caused by broken glass from the windscreen or windows.</p>	<p>We have amended the wording here to highlight that scratches to paintwork will be covered under this Section. Claims for any other damage to bodywork caused by broken glass from the windscreen or windows will need to be claimed under Section A or Section C.</p>
		<p>What is not covered:</p> <ul style="list-style-type: none"> Repair or replacement of broken or damaged sunroofs, fixed or moveable glass roof panels and the associated mechanisms. The hood or roof structure of a convertible or cabriolet vehicle and the associated mechanisms. 	<p>We have included specific points to make it clearer that sun roofs, glass roofs and hoods are not covered under this section of the policy.</p>

Key Changes	OLD Policy	NEW Policy	What this means to you
Section D - Courtesy Car		<p>What is not covered:</p> <ul style="list-style-type: none"> • Claims under Section B - Windscreen cover. • A courtesy car will not be provided if your vehicle is written off or declared a total loss. • A courtesy car will not be provided if the vehicle being repaired is a van. • A courtesy car will not be provided if you do not use one of our approved repairers. • A courtesy car will not be provided if your vehicle is stolen, unless it is subsequently recovered and is repaired by one of our approved repairers. 	We have added additional text to make it clearer under what circumstances a courtesy car will not be provided.
Section E - Personal accident	<p>What is covered:</p> <p>We will only pay these amounts if the cause of the death or injury is an accident involving a car and the death or loss happens within three months of the accident.</p> <p>This cover also applies to any passenger who is getting into, travelling in or getting out of the car (as long as there is a passenger seat for that person).</p>	<p>What is covered:</p> <p>We will only pay these amounts if the cause of the death or injury is an accident involving a car and the death or loss happens within three months of the accident.</p>	We have removed cover for other passengers under this section, as passengers are able to claim separately as third parties in any accident involving a motor vehicle.
Section G - Personal belongings	<p>What is covered:</p> <p>We will cover personal belongings in the car that are lost or damaged following an accident, fire or theft involving the car.</p>	<p>What is covered:</p> <p>If you make a claim under Section A (Damage to the car) or Section C (Fire and theft), we will also cover personal belongings in the car that are lost or damaged following an accident, fire or theft involving the car.</p>	We have changed the wording here to make it clearer that payments can only be made under this section if there is an accident, fire or theft that results in a claim being made under Section A or Section C.
Section I - Using your car abroad	<p>We will also provide the cover shown on your Schedule for up to a total of 90 days in any period of insurance while you are using the car within the countries referred to above.</p> <p>We will provide the cover shown on your Schedule in Eire as long as the car does not remain there for more than 90 consecutive days at any one time.</p>	<p>We will also provide the cover shown on your Schedule for up to a total of 90 days in any period of insurance while you or any permanent driver covered by this policy and named on your current Certificate of Motor Insurance are using the car within the countries referred to above, provided your main permanent residence is in the United Kingdom.</p> <p>We will provide the cover shown on your Schedule in Eire as long as the car does not remain there for more than 90 consecutive days at any one time.</p>	We have revised this section to make it clear that permanent named drivers on your policy are also covered whilst driving abroad.

Key Changes	OLD Policy	NEW Policy	What this means to you
Policy exclusions - Pages 29-30 of your Policy Booklet			
Policy exclusions New Policy exclusion		8. We will not pay claims for loss or damage resulting from the use of the car at any event during which the car may be driven on a motor racing track, de-restricted toll road, airfield or at an off road event or on the Nürburgring.	We have added an exclusion to make it clear that this policy does not cover cars used for racing, trackdays, at off road events and on the Nürburgring.
Your cover - Section M - Motor Legal Protection - Pages 24-28 of your Policy Booklet			
Change of Claims administrator	All claims reported under Tesco Legal Guard will be administered by B4 Claims Limited, who are part of B4 Group™ Limited. Registered Office - 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR	This section of your insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by Ageas Insurance Limited, on whose behalf we act.	This section is now administered by Arc Legal Assistance Ltd
Reduced restriction for late notification of claim	3) If you wish to claim under this section of the policy you must do so within 180 days of the insured incident providing a truthful report of the insured incident , the details of any witnesses and documentary or other evidence available	1a) 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 (in your policy booklet).	Claims made after 180 days are no longer automatically declined unless one of the two situations specified applies.
Change to solicitors terms of appointment		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.	It is now a requirement that your solicitor agrees not to charge a fee if your claim for compensation is unsuccessful.
Cover now included for small claims court	This section of the policy does not provide cover for representation at court for claims which do not exceed the small claims court limit	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.	You are now covered for legal costs to pursue claims for compensation where the amount claimed is within the small claims court limit providing the costs do not exceed the amount being claimed.

Key Changes	OLD Policy	NEW Policy	What this means to you
New exclusion for claims relating to an agreement		Claims relating to an agreement you have entered into with another person or organisation.	A new exclusion has been added to clarify the fact that cover is provided solely to fund claims to pursue compensation for losses suffered following a motor accident and that there is no cover for claims relating to a dispute over an agreement you have entered into.
New exclusion for fraudulent behaviour		<ul style="list-style-type: none"> For any action that we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the adviser. 	A new exclusion has been added to decline cover where we suspect fraudulent behaviour.
New exclusion for disputes over solicitors' bills		<ul style="list-style-type: none"> For disputes between the adviser and any other party which is only over the level of advisers' costs. 	A new exclusion has been added to make it clear that solicitors cannot use your policy to fund a separate claim arising from disputes they may have with other parties over their costs, which only affects them and not you.
Definition of We/Us/Our amended	Ageas Insurance Limited.	Arc Legal Assistance Ltd or as otherwise notified to you by the administrator , acting with good reason (such as where they or the underwriters appoint another third party to administer this section M of your policy).	There has been a change in the organisation appointed to administer this section from Ageas to Arc Legal Assistance Ltd. Ageas do however continue to insure this section.

Important changes to the Data Protection Notice

We have made some changes to the way **your** data may be used and have updated the data protection notice in **your** policy booklet to explain these changes. **We** have increased the range of sources **we** may use to gather information about **you**, any other drivers, or the person who pays **your** premiums, and **we** may share information with some other companies. **We** have also included information on the steps **we** take to prevent fraud and what **we** do if fraud is suspected. For **your** protection **we** have also restricted who can access **your** policy.

The previous data protection notice was set out on pages 30-32 of **your** policy booklet. The following sections of the data protection notice have been revised and replaced with the following wording:

How we use your personal information

We will use personal information which has been given to us to manage **your** insurance policy and other Tesco Bank products, including handling underwriting and claims and issuing policy renewal documents to **you**. These activities may involve us releasing personal information to other Insurers, regulatory authorities or agents providing services to us or on our behalf. Some of these agents may be based outside the EEA but **we** will make provision for **your** personal information to be protected whilst being transferred to and processed in these countries.

We may use **your** personal information and the information about **your** use of our products and services to carry out research and analysis about **our** products and services, as well as to service **your** needs in connection with **your** policy. **We** may use e-mail, telephone, post or other means to do this.

To assess **your** insurance application and the terms on which cover may be offered, and to process claims and maintain **your** policy during the period of insurance and at renewal **we** may obtain information about **you**, all drivers named on **your** policy and any person who may be paying **your** premiums, from credit reference agencies, (including publicly available data, previous searches and the full electoral register), fraud prevention agencies and databases. **We** may also check **your** and any other drivers credit status, identity, driving licence and claims history from other sources, including the DVLA and the Claims and Underwriting Exchange (CUE). The agencies will record **our** enquiries. A record of the credit search will be left on the credit file at the Credit Reference Agency. It may be visible to other lenders when they carry out future credit checks and may be used as part of their decision-making process when assessing credit applications.

Sharing information to prevent fraud

We may share information which **we** hold and which has been supplied to **us** in connection with any application for insurance that **you** have made or any insurance policy which **you** have with **us** (including the renewal of any policy which **you** have with **us**) with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd) and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help **us** check information that is given to **us** and to prevent or detect crime, including fraud. When **we** process **your** request for insurance cover, assess the terms on which cover may be offered, process claims and maintain **your** policy during the period of insurance, **we** may search these registers. If **you** give inaccurate details or fraud is suspected or identified this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about **you** and others in **your** household on credit, insurance (including claims), debt tracing, and to prevent crime. If such companies suspect fraud, **we** will share **your** relevant personal information with them. This information could be accessed and used by law enforcement agencies. **We** may research, collect and use data about **you** from publicly available sources including social media and networking sites. **We** may use this data for the purposes of fraud detection and prevention.

Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft), whether or not **you** think it is likely to give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to that incident to these registers.

Dealing with others on your behalf

To help **you** to manage **your** insurance policy, **we** will deal with **you** and/or any other person whom **you** have nominated and **we** have accepted to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy and answer **our** security questions.

This new wording is contained on pages 31-34 of your Policy Booklet.

Important change to how we handle complaints

We have simplified the process for how complaints will be handled, removing the 'Escalation' stage from the complaints process. The previous process was set out in the 'What to do if you have a complaint' section of the policy booklet on pages 33 and 34. That whole section has been replaced with the following wording, to reflect the changes in how complaints will now be handled.

What to do if you have a complaint

In this complaints section **we**, **us** and **our**, mean the **administrator** as specified in this Policy Booklet, as well as the Insurers or Lloyds syndicate, named in **your** current **Schedule** and any holding companies, subsidiaries or linked companies.

If **you** have experienced a problem in relation to **your** Tesco Bank Car Insurance policy, **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 Bank on 0845 673 0000; or
- Write to Tesco Bank at the address shown below:

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:

- Contact **your** claim handler first. **You** will find their details on any letters they have sent to **you**; or
- Write to the Claims Manager who will ensure that the matter is dealt with at a senior level.
The address can be found on any letters that **you** have received.

Where possible **we** will always aim to resolve **your** complaint when **you** first contact **us**, however some complaints may take longer to resolve. If for any reason **you** remain dissatisfied with **our** final response letter or **you** have not received a final response letter within 8 weeks, **you** should escalate the matter as outlined in Step 2.

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** can write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Following the complaints procedure does not affect **your** legal rights.

This wording is now contained on page 35 of your Policy Booklet.

Important change to policy cancellation rights

We have changed the cancellation rights contained in **your** policy document and added wording to help clarify the effect of cancellation for customers who pay their premium by monthly instalment. The previous cancellation rights and process was set out in the 'Cancelling your policy' section of the policy booklet on page 6. That whole section has been replaced with the following wording, to reflect the changes:

Cancelling your policy

If you cancel within the cooling-off period

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to notify the **administrator** if **you** want to cancel **your** policy. This is known as the 'Cooling Off Period'. **You** can cancel by phoning the **administrator** and cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date. **You** must then return **your Certificate of Motor Insurance** to the **administrator**, as it is an offence under the Road Traffic Act not to do so. **You** can return **your Certificate of Motor Insurance** by post or can surrender it by sending an email to the **administrator** to confirm this. If **you** call to cancel, the **administrator** will advise **you** how to do this when **you** contact them. If cover has not yet started, the **administrator** will refund any premium paid in full. If cover has started, the **administrator** will refund **your** premium for the time that was left on **your** policy as long as **you** have not made a claim where the car is written off (a 'total loss claim').

If a total loss claim has been made in the 'cooling off period', **you** must pay the full annual premium and **you** will not be entitled to any refund.

If you cancel outside the cooling-off period

After the cooling-off period, **you** can cancel this policy by phoning the **administrator** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **You** must then return **your Certificate of Motor Insurance** to the **administrator**, as it is an offence under the Road Traffic Act not to do so. **You** can return **your Certificate of Motor Insurance** by post or can surrender it by sending an email to the **administrator** to confirm this. If **you** call to cancel, the **administrator** will advise **you** how to do this when **you** contact them.

If no claims have been made during the **current period of insurance**, the **administrator** will refund **your** premium for the time that was left on **your** policy, less its cancellation charge.

If any claim has been made during the **current period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

If we cancel

The **administrator**, on **our** behalf, or **we** can cancel this policy for a valid reason or on serious grounds, by sending **you** seven days notice to **your** last known address. **You** must then return **your Certificate of Motor Insurance** to the **administrator**, as it is an offence under the Road Traffic Act not to do so. **You** can return **your Certificate of Motor Insurance** by post or can surrender it by sending an email to the **administrator** to confirm this. If you want to surrender **your Certificate of Motor Insurance** this way, please contact the **administrator** who will advise you how to do this.

If no claims have been made during the **current period of insurance**, the **administrator** will refund **your** premium for the time that was left on **your** policy, less its cancellation charge.

If any claim has been made during the **current period of insurance**, **you** must pay the full annual premium, plus a cancellation charge, and **you** will not be entitled to any refund.

Non-payment of premium

If, for any reason, the premium for your time on cover under the policy has not been paid, the **administrator** will contact **you** for payment of the unpaid amount. If payment is not received **we**, or the **administrator**, may:

- cancel **your** policy if **you** are still on cover and apply a cancellation charge; and/or
- require **you** to pay for **your** cover up to the date of cancellation of **your** policy.

The **administrator** may take action against **you** to recover any amount outstanding, and may refer the matter to a debt collection agency if **you** do not pay.

Premium or credit payment by instalments

Cancelling **your** Direct Debit does not mean that **you** have cancelled **your** policy.

If **you** are paying **your** premium in instalments or **your** premium is funded by a loan provided under a credit agreement with the **administrator** and the **administrator** or **we** have been unable to collect all due payments, **your** policy will continue and the **administrator** or **we** will contact you for payment. If payment is not received the **administrator** on **our** behalf, may cancel **your** policy.

If **your** policy is cancelled for non-payment of premium or credit, the **administrator** will require **you** to pay for **your** cover up to the date of cancellation, plus a cancellation charge.

If any claim has been made during the current **period of insurance**^{*}, the full annual premium is due and **you** must continue to pay **your** monthly instalments of premium or credit until they have all been paid. If it is no longer possible to continue paying by Direct Debit, **you** must pay the **administrator** the outstanding balance in full.

^{*}This does not apply to cancellations in the 'cooling off period' unless the incident giving rise to a claim results in a total loss.

This wording is now contained on pages 7-8 of your Policy Booklet.

Important reminder for all car insurance customers – Continuous Insurance Enforcement

It is a legal requirement to have continuous insurance in place for **your** vehicle. Information relating to **your** insurance policy is held on the Motor Insurance Database (MID). The MID and the data stored on it may be used by the Police to identify whether a vehicle has valid insurance by checking its registration number against the database. If there is no record on the MID showing the vehicle is insured, and **you** have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification), **you** may receive a letter from the DVLA advising that **you** could face a fine or prosecution, and the vehicle could also be clamped, seized and ultimately, destroyed.

Please check **your** policy documents carefully to ensure the registration number shown is correct. If it is not correct please tell **us** as soon as possible so that **we** can update **your** policy and the MID. **You** can check that the details held about **your** vehicle on the MID are correct by visiting www.askmid.com

Important reminder for Value car insurance customers

Please remember that if **you** have a Value car insurance policy, the following Sections of **your** policy do not apply:

- Section B – Windscreen cover
- Section G – Personal belongings
- Section L – In Car Entertainment Equipment

This means that there is no cover for these items.

Please refer to **your** **Schedule** for full details of which Sections of **your** policy apply to **you**.

If you would like to speak to us about the changes to your policy, please give us a call on **0845 366 8633**. If you use Typetalk, just add 18001 to the start of this number.

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