

Amendments to 'Your car insurance guide'

Diamond

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If you would like an up to date 'Your car insurance guide' please contact our Renewals hotline on **0844 848 0051**. Alternatively, you can view the document on our website at diamond.co.uk.

Amendments to 'Your car insurance guide'

The following changes will apply to your motor policy from this renewal. If you would like an up to date 'Your car insurance guide' please contact our Renewals Team on

0844 848 0051. Alternatively you can view the document on our website at diamond.co.uk

Important

The following amended paragraphs must be read in conjunction with other points laid out in the relevant section of 'Your car insurance guide' and all previous policy amendments issued.

Definitions

Whenever the following words appear in this booklet or in your current Policy Schedule they will have the meaning given below:

Authorised Insurer

The Insurance companies as defined in your Certificate of Motor Insurance.

Am I covered to drive other cars?

If you are the policyholder and 25 or over, then Diamond may arrange Third Party cover for you to drive someone else's car. Please see section 5 of your current Certificate of Motor Insurance which tells you if you have this cover.

Your contract of insurance

Insurance has been effected between EUI Limited and authorised insurers whose names can be supplied on application and which appear on a written form of authority, namely your Certificate of Motor Insurance. This Document is evidence of that Insurance.

The authorised insurers have agreed to indemnify you, subject to the terms, conditions, limitations and exclusions contained in this Document, against such liability, loss,

destruction or damage that may occur during any period of insurance directly sustained in connection with your car referred to on your current Certificate of Motor Insurance and Policy Schedule.

The parties to this contract are you and the authorised insurers. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated.

Your contract of insurance

Insurance has been effected by EUI Limited with authorised insurers whose names can be supplied on application and which appear on a written form of authority, namely your Certificate of Motor Insurance. This Document is evidence of that Insurance.

The authorised insurers have agreed to indemnify you, subject to the terms, conditions, limitations and exclusions contained in this Document, against such liability, loss, destruction or damage that may occur during any period of insurance directly sustained in connection with your car referred to on your current Certificate of Motor Insurance and Policy Schedule.

The parties to this contract are you and the authorised insurers. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated.

This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Your promise to us

Your policy is proof of the contract between you and the authorised insurers. It is based on the information given by or for you when you applied for this insurance. This information is shown on your Motor Proposal Confirmation. You promise, as far as you know, that the information you have given us is true.

Keeping your policy up to date

IMPORTANT

You must tell us about any material changes in circumstances, as we may not be able to arrange cover in every case. If we are not told about material changes in circumstances this could affect the amount you are able to claim or may even mean you are unable to make a claim. If the circumstances differ significantly it could even result in your policy being declared void.

Managing your Policy

Please note changes to your policy or cancellation may incur administration charges or fees which are payable to EUI for handling the administration of your policy. Details of these intermediary fees are given in 'Additional Charges and Cancellation of your Policy' included in your welcome documents and renewal documents.

Making a claim

If you do not wish to use our Approved Repairers we cannot guarantee you a courtesy car, and you will need to get two estimates from repairers. If we think the repair estimate is unreasonable, we may arrange for your car to be moved to another repairer. We may move your car to a safe place, before repair or disposal. All repairs carried out by our Approved Repairers are guaranteed for 5 years.

IMPORTANT

We are unable to offer a courtesy car if your car was originally produced for sale outside the EC or is a classic car or camper van. We cannot guarantee to provide a courtesy car adapted for a person's special needs or disability. This car is not meant to be like for like with your own car.

Section 1: Damage to your car

1 Cover for your car and its accessories

If your car is damaged as a result of an accident we will cover you for the damage to:

- your car
- your car's standard accessories or spare parts whilst in or on your car
- your car phone, CD player, radios, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to your car (The most we will pay for loss or damage to this equipment is 15% of your car's market value or £1,250 whichever is less)

2 What we will pay

If your car cannot be repaired economically, we will get it moved to a place of free and safe storage as soon as possible.

Agreed Value

If your car is more than 20 years old, an agreed valuation can be obtained, subject to underwriting approval. If we do consent to an agreed value, the most we will pay you is the agreed value as stated on the agreed value certificate.

Your Policy Schedule will show if this extra condition (endorsement) applies.

Section 2: Fire and Theft

1 Cover for your car and its accessories

If your car is lost or damaged as a result of fire, lightning, theft or attempted theft, we will cover you for the loss or damage to:

- your car
- your car's standard accessories or spare parts whilst in or on your car
- your car phone, CD player, radios, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to your car (The most we will pay for loss or damage to this equipment is 15% of your car's market value or £1,250 whichever is less)

2 What we will pay

Agreed Value

If your car is more than 20 years old, an agreed valuation can be obtained, subject to underwriting approval. If we do consent to an agreed value, the most we will pay you is the agreed value as stated on the agreed value certificate.

Your Policy Schedule will show if this extra condition (endorsement) applies.

SECTION 3: Liability to other people

Liability to other people

1a Driving your car

You will be covered for everything you are legally liable to pay due to an accident in your car or an attached trailer and:

- someone else is killed or injured
- someone else's property is damaged - motor third party property damage losses for private cars is limited to £20,000,000 per occurrence per policy

This cover also applies to an accident involving a trailer, caravan or broken-down car you may be towing.

2 Other people using your car

You are covered for:

- you or your partners employer or business partner while your car is being used for business purposes, provided your Certificate of Motor Insurance allows such use
- anyone named on your current Certificate of Motor Insurance to drive your car, as long as they are driving with your permission, hold a valid licence and are not disqualified from driving

Section 4: Windscreen damage

2 What is not covered

We will not pay:

- any excess shown on your current Policy Schedule
- for a courtesy car
- any windscreens or windows not made of glass eg perspex
- more than £25 for each glass repair or £50 for each glass replacement, if the repair or replacement is not arranged via our Glass Repair Helpline
- more than the market value of the car at the time of loss (less the excess)

Claims under this section will not affect your No Claims Bonus.

Section 6: Your No Claims Bonus

1 What happens to your bonus if you claim

If you (or any driver named on your policy) make a claim or a claim is made against you, and you do not have protected or guaranteed No Claims Bonus, your No Claims Bonus will be reduced as follows:

One claim

If you make one claim during your period of insurance you will lose two years No Claims Bonus. If you had five or more years No Claims Bonus you will have three years No Claims Bonus at renewal.

Two claims

If you make two claims during your period of insurance you will lose four years No Claims Bonus. If you had five or more years No Claims Bonus you will have one year at renewal.

Three or more claims

If you make three or more claims you will lose all of your No Claims Bonus.

This is a No Claims Bonus and not a no blame bonus. If a claim occurs which is not your fault and we have to make a payment, your No Claims Bonus will be reduced unless we can get back all that we paid from those responsible. If you have a query regarding your No Claims Bonus, please call us.

If you make a claim and your renewal premium has already been calculated, No Claims Bonus may be amended or removed and your premium may be changed.

Maximum No Claims Bonus (NCB) recognised by Diamond

The maximum NCB recognised by Diamond is 5 years. For example, if you have the maximum NCB of 5 years in the event of a claim, you would lose 2 years NCB, reducing your NCB to 3 years.

Section 7: Extra Cover

1 Personal injury benefits

You and your spouse/civil partner, will be covered if you are accidentally injured as a result of a road traffic accident in your car and within 3 months of the accident if it directly causes:

- death
- permanent blindness in one or both eyes
- total loss of one or more limbs

We will pay the injured person or their legal representative £5,000. The most payable in any one period of insurance is £5,000. If you or your spouse/civil partner have more than one policy with us, we will only pay out under one policy.

3 Personal Belongings

We will pay up to £100 for personal belongings in your car if they are damaged or stolen. This amount is increased to £500 if it is a Camper Van to include extra cover for non standard fixtures and fittings.

If you ask us to pay someone else we will have no further responsibility to you once we have done so.

You are not covered for:

- money, stamps, tickets, documents or securities, credit or debit cards

4 Courtesy Cars

IMPORTANT

Courtesy cars are not provided if your car has been stolen, is beyond economic repair, if you choose a repairer not on our approved repairer panel, your own car was originally produced for sale outside the EC, or is a classic car or camper van. We cannot guarantee to provide a vehicle adapted for a person's special needs or disability.

General Exceptions to your cover

We will not cover you or be liable for any of the following:

1 Any accident, injury, loss, theft or damage which happens while your car is:

- taken or driven without your consent by a family member, spouse, partner or a person who normally lives with you
- used by you or any driver shown on your current certificate of motor insurance for criminal purposes or deliberately used to cause harm, loss or damage

10 Any accident, injury, loss or damage arising from the use of public emergency service vehicles, military and law enforcement vehicles, motor coaches and omnibuses, tramways (including

trolley-buses) or any vehicles on rails, contractors plant and equipment.

General Conditions of your cover

2 Claims procedure

If you or your car are involved in any type of claim or loss, you must tell us about the incident within 48 hours. If your claim is for glass damage only, call our Glass Repair Helpline (open 24 hours a day) on **0844 543 4428**.

You must:

- send any writ, claim form, summons or letters received in connection with any claim, accident or loss to us as soon as you receive them
- report any claim, accident or loss to us within 48 hours regardless of fault. Failure to do so could result in you not being indemnified

4 Cancelling your policy

Cancellation will incur administration charges that are payable to EUI for the cost of arranging and handling your policy. Details of these intermediary fees are given in 'Additional Charges and Cancellation of your Policy' included in your welcome documents and renewal documents.

We may cancel this policy at any time by sending seven days notice in writing to your last known address. We will however give fourteen days notice in writing if we intend cancelling due to non payment of instalments, in order to give you time to resolve the matter. If a claim is made or has arisen during the period of insurance the full premium is due and no refund will be given. This applies in all circumstances regardless of payment method.

You must pay any outstanding premium within 10 days of your policy being cancelled. Where possible we will apply for any outstanding amounts due from the payment details held on file. Delayed payments may incur added charges.

5 Payment of your premium

Unless you ask us to change your payment details, we will debit the payment details we have on file to collect any money due.

If we are unable to collect any amount by the due date, your policy will be cancelled in line with General Condition 4 as described in your policy terms and conditions.

If a claim is made on your policy and you have not paid all amounts due, we may deduct the amounts from any claim settlement we make to you.

If you pay by instalments and have received a default notice in your policy term, we may not be able to offer the Direct Debit option at renewal. To renew your policy you may have to pay in full.

7 Dual insurance

If you have other insurance which covers the same liability, loss or damage we will only pay the share of the claim that is attributable to the Diamond policy. This does not apply to personal injury benefits.

8 Car sharing

You will not be indemnified for any loss arising out of the use of your car for the carriage of passengers for hire or reward. However, you can accept money for fuel if you carry passengers for social or similar purposes as part of a car sharing arrangement as long as:

- your car is not made or adapted to carry more than eight passengers
- you are not carrying the passengers as customers of a passenger-carrying business
- you do not make a profit from carrying the passengers

9 Fraud

If you or anyone acting for you misrepresents or deliberately fails to disclose material facts at inception, at any time during the term of the policy or at renewal of the policy that would materially impact either the terms and conditions or the issue or renewal decision

itself, your policy will be cancelled or voided and all other policies to which you are connected through EUI Limited. We will seek to recover any costs we have incurred and will not return any premium.

14 Residency

We will only provide you with the cover set out in this policy if you and/or any additional drivers, on your policy, are permanently resident in Great Britain, Northern Ireland, the Isle of Man, Alderney, Guernsey and Jersey.

15 Material Changes in Circumstances

Changes to your policy or cancellation may incur administration charges or fees which are payable to EUI for handling the administration of your policy. Details of these intermediary fees are given in 'Additional Charges and Cancellation of your Policy' included in your welcome documents and renewal documents.

Extra Conditions (endorsements)

1 Provisional licence holder

You will not be covered if your car is being driven by, or is in the possession of, a Provisional Driving Licence holder who is not keeping to the terms and limitations of that Licence.

2 Excluding drivers under 25

You will not be covered when your car is being driven by, or is in the charge of, any person specifically excluded in the schedule.

3 Excluding foreign use

You will not be provided with a Green Card for driving your car abroad. Your cover is limited to the minimum legal requirement of the country you are driving in.

5 Protected No Claims Bonus

If you have Protected No Claims Bonus and

- you make two claims within three consecutive insurance terms the protection at renewal will be removed
- you make three claims within three consecutive insurance terms the protection will be removed at renewal and your No Claims Bonus reduced by two years

- you make more than three claims within three consecutive insurance terms the protection will be removed at renewal and your No Claims Bonus reduced to one year

IMPORTANT

If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term. Protected No Claims Bonus does not protect your premium from increase at renewal. However, the motor premium calculation will include the No Claims Bonus discount to which you are entitled. If you make a claim and your renewal premium has already been calculated, your No Claims Bonus entitlement may be amended or removed and your premium changed.

13 Audio/visual equipment limit

The most we will pay under Sections 1 and 2 for fitted radios, CD players, satellite navigation equipment and any other audio/visual equipment is the amount shown next to this endorsement in your current Policy Schedule.

17 Excluding drivers under 30 (other than specified person/s)

You will not be covered if your car is being driven by, or is in the charge of, anyone under 30, unless that person is named next to this endorsement in your current Policy Schedule.

IMPORTANT

The following wording has been added to 'Your car insurance guide':

Extra Conditions (endorsements)

18 Agreed Value

This endorsement amends or provides cover as stated.

Your car is covered for an agreed value instead of the market value in recognition of supporting evidence supplied by you, providing it is more than 20 years old and you have a current agreed value certificate from us.

If your car is lost, stolen or damaged the most we will pay you is the agreed value as stated on the current agreed value certificate.

You are covered to attend Club Rallies and Competitions as long as your use does not involve racing, pace making, rallying, track days trials or speed tests either on a road, track, private grounds or at an off road 4x4 event.

19 Camper Vans

This endorsement amends or provides cover as stated.

The policy definition of your car includes Camper Vans.

We will pay up to £500 for personal belongings including non standard fixtures and fittings if they are damaged or stolen.

You are covered to attend Club Rallies and Competitions as long as your use does not involve racing, pace making, rallying, track days trials or speed tests either on a road, track, private grounds or at an off road 4x4 event.

IMPORTANT

The following wording has been removed from 'Your car insurance guide':

Section 4: Windscreen damage

- to repair or replace sunroofs
- unless the glass is repaired rather than replaced in which case no excess applies

Additional Products

The following product is included as standard with your policy

Motor Legal Protection Policy

Demands And Needs Statement

This Policy meets the demands and needs of a driver who, if they are involved in a motor accident which is not their fault, will require:

- the provision of a loss recovery service (including legal assistance and representation if necessary) to recover any uninsured losses arising from the accident; and
- cover against the legal costs (including the costs of the loss recovery service) incurred in pursuing any Claim for recovery of such losses (including any claim for death or personal injury) to the extent that these costs are not fully recovered from the other party or their insurers.

EUI Limited (trading as Diamond) does not make personal recommendations as to the suitability of the Policy to individual circumstances.

Policy Summary

This Policy summary provides key information about the Motor Legal Protection Policy, which You should read. For full terms and conditions of the Policy please refer to the policy document that follows this summary.

Provided You have paid the required Premium Your cover will be valid from the start date to the termination date of this Policy, as advised, and any subsequent period for which You have paid the full Premiums due.

The Motor Legal Protection Policy provides cover to fund legal proceedings to recover Uninsured Losses sustained by You in a motor vehicle accident for which You were not to blame and are not covered by another contract of insurance.

AmTrust Europe Limited underwrites the Motor Legal Protection Policy.

Cancellation right

We hope You are happy with the cover this Motor Legal Expenses Policy provides. However, You can cancel this Policy without notice within 14 days from receipt of Your Welcome Pack subject to no Claim having been made under the Policy.

A full refund will be given of the Premium paid by contacting EUI Limited (trading as Diamond), Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ (the Participating Agent); If You do not exercise this right to cancel Your Policy, it will remain in force for the term of the Policy and You will be required to pay the Premium. After this 14 day

period, You can cancel it at any time however; no refund of Premium will be given, subject to the discretion of EUI Limited (trading as Diamond).

Making a Policy Claim

If You have a Claim please ring to tell Us about it as soon as possible and this must be within six months of Your accident. Telephone 0844 543 4420 to report Your claim. You will need to confirm You are insured with EUI Limited (trading as Diamond) and provide Your Policy number, Your vehicle registration number, date of accident and any supporting details/information required to pursue the Claim.

How to make a complaint

If You need to make a complaint about the Policy contact Us by telephone on 0800 077 8165 or in writing to Quality Compliance Executive, Albany Assistance Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If the matter is not resolved to Your satisfaction, You can contact the Underwriters.

Managing Director, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham. NG1 6FG.
Tel no 0115 941 1022.

If the complaint cannot be resolved, You can refer it to the Financial Ombudsman Service.

AmTrust Europe Limited are covered by the Financial Services Compensation Scheme (FSCS). Depending on the circumstances You may be entitled to compensation from the scheme should they be unable to meet their obligations.

Significant benefits	Significant exclusions or limitations	Policy Section
<p>Uninsured Loss Recovery and Personal Injury</p> <p>We; or if We agree it is necessary, external lawyers that We will appoint; will negotiate to recover uninsured losses and damages, and any legal costs and expenses, incurred by the Insured Person in bringing a claim against a negligent Third Party following a collision between the Insured Vehicle and another vehicle relating to:</p> <p>(a) Loss of or damage to the Insured Vehicle</p> <p>(b) Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible whilst in or on the Insured Vehicle</p> <p>(c) Death or personal injury to the Insured Person whilst in, on or mounting or dismounting from the Insured Vehicle</p> <p>Passengers and drivers, with the permission of the Policyholder, will also get the benefit of the Policy cover.</p>	<p>Legal Costs & Expenses are limited to £100,000 and this includes opponents' costs.</p> <p>Costs incurred before Albany Assistance Ltd agrees to appoint a representative to help an Insured Person are excluded.</p> <p>Albany Assistance Ltd is free to choose a representative to help the Insured Person.</p>	<p>DEFINITIONS: Limit of Indemnity</p> <p>14. EXCLUSIONS: 18.</p> <p>CONDITIONS: 4. Representation d</p>
<p>Territorial limits</p> <p>The Policy cover applies to accidents that happen in the Territorial Limits of Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra, and Liechtenstein.</p>	<p>The list of countries in which cover applies is shown in the Policy wording.</p>	<p>DEFINITIONS: Territorial limits</p>

Terms and Conditions

IMPORTANT

Your Legal Expenses Policy

The Underwriters upon payment of the Premium agree to indemnify the Insured and Insured Person(s) against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an Insured Event.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the insurance:

Appointed Agents means Albany Assistance Limited (Albany) who will act on behalf of AmTrust Europe Limited in connection with the Policy and its administration and may monitor and record calls.

Appointed Legal Representative means the Solicitor or other appropriately qualified or experienced person(s) who We approve, appointed under the terms and conditions of this Policy to act for the Insured Person.

Claim means a civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders means Albany Assistance Limited (Albany).

Insured means the person, firm or company who is entitled to participate in the Uninsured Loss Recovery service offered by the Coverholders and has paid the Premium or whose Participating Agent has agreed to pay the Premium on their behalf.

Insured Event means an accident arising from the negligence of a Third Party, which results in the Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- Loss of or damage to the Insured Vehicle;

- Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle;
- Death or personal injury to the Insured Person whilst in, on, mounting or dismounting from the Insured Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this Policy.

Insured Person means You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger at the Coverholders discretion in or on the Insured Vehicle who are claiming under this Policy with Your consent, or Your or their legal representative in the event of death.

Insured Vehicle means a privately owned motor car manufactured for the carriage of up to eight passengers which is designed solely for private use and has not been constructed or adapted to carry goods or loads specified in Your underlying Motor Insurance Policy.

Legal Costs and Expenses in relation to an Insured Event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings:

1. By the Appointed Legal Representative, including fees of Counsel instructed by them when acting on behalf of the Insured Person in bringing a Claim, and in any event is limited to the standard basis.
2. By any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with the agreement of the relevant Underwriters, and in any event is limited to the standard basis.

Legal Proceedings means all work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but not representation will be provided in matters dealt with in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Indemnity means a maximum of £100,000 for all Legal Costs and Expenses of the Insured Person and including opponent's costs, where awarded, arising out of any one Insured Event.

Motor Insurance Policy means the policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent means EUI Limited (trading as Diamond), who are authorised to sell this Policy to the Policyholder on behalf of Us and the Underwriters.

Period of Insurance means from the start date to the termination date of this Policy, as advised, and any subsequent period for which You have paid the full Premiums due.

Policy means this policy of insurance.

Policyholder means the person, firm or company who has taken out this Policy and has paid the Premium.

Premium means the payment, which is required to be paid to the Participating Agent or Us, by You for the Insured Person to obtain benefit of this Policy. Such amount is to be made by You in a single payment and is to be received by the Participating Agent or Us within 14 days of receiving Your Welcome Pack, save

that the Participating Agent or We may, at their absolute discretion, waive Your obligation to pay.

Prospects of Success means reasonable prospects considered as a 51% or better chance of success.

Territorial Limits Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein.

Third Party means the other person(s) and/or party(s) responsible for the accident, excluding the Insured Person (as defined in this Policy).

Underwriters means AmTrust Europe Limited.

Uninsured Loss means any loss, including injury, compensation or expenses or costs that are directly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy, and which are not covered by Your underlying Motor Insurance Policy.

We, Us, Our means Albany Assistance Limited and/or the Underwriters.

You, Your means the Policyholder and/or Insured.

Conditions

1. Compliance and Precautions

You and the Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event, which may cause a Claim.

2. Reporting The Claim

The Insured Person must immediately report to Albany either directly or via EUI Limited (trading as Diamond) any accident, which may give rise to a Claim under this Policy and must complete any forms requested. The Insured Person must supply, without delay, all information the Appointed Legal Representative or We require or reasonably request. All information and forms must be sent to Albany. The Insured Person

must not do anything, which may prejudice their Claim.

Making a Policy Claim

If You have a Claim please ring to tell Us about it as soon as possible and this must be within six months of Your accident. Telephone 0844 543 4420 to report Your claim. You will need to confirm You are insured with EUI Limited (trading as Diamond) and provide Your Policy number, Your vehicle registration number, date of accident and any supporting details/information required to pursue the Claim.

3. Acceptance of a claim

Where We accept a Claim, We will notify the Insured Person or the Participating Agent in writing as soon as practicable.

4. Representation

- (a) Albany has the right to make investigations into the case.
- (b) Albany also has the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Legal Representative is instructed.
- (c) Where appropriate Albany will pass the Claim to an Appointed Legal Representative to be dealt with. They will be instructed in the name of the Insured Person and may negotiate and settle the Claim on their behalf.
- (d) Where Legal Proceedings are necessary or where it is otherwise required, the Appointed Legal Representative will be a solicitor chosen by Albany. If You wish to appoint Your own solicitor, Albany will only accept that appointment if the request is made in writing to them and they are satisfied that the solicitor is able to deal with the case. They must sign Albany's Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any Claim and/or Legal Proceedings. Once Your chosen solicitor has been approved by Us, they will become the Appointed

Legal Representative subject to the terms and conditions of this Policy. Indemnity under this Policy to Your Appointed Legal Representative will only commence when the need arises for proceedings to be issued and then only with Our acceptance. You must not change the Appointed Legal Representative without Our prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the Insured Person's choice may be referred to arbitration as set out in Clause 13.

- (e) There will only be a transfer of representation to another Appointed Legal Representative if there is a good reason to do so.

5. Control of the claim

- (a) The Insured Person must co-operate fully with the Appointed Legal Representative and Us and in particular, the Appointed Legal Representative and We must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.
- (b) We shall have direct access to the Appointed Legal Representative at all times in relation to any Claim.
- (c) The Insured Person must instruct the Appointed Legal Representative to produce to Us immediately any documents, information or advice in their possession. The Insured Person must also give the Appointed Legal Representative such prompt, proper and reasonable instructions in relation to the Claim and the conduct of any litigation, as the Underwriters or We require.
- (d) The Insured Person should advise Us directly or through their Appointed Legal

Representative immediately of all offers to settle or payments into court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.

- (e) If the Insured Person does not accept the offer or payment into court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.
- (f) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings to a minimum.
- (h) The Insured Person must send to Us directly or authorise the Appointed Legal Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.
- (i) The Insured Person must authorise any Appointed Legal Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.
- (j) The Insured Person must take all action possible to recover any costs, charges or fees the Underwriters or We may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if necessary

conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Legal Representative expressly or by omission without the agreement of the Underwriters or Coverholders all Legal Costs and Expenses and Defendants Legal Costs will become the responsibility of the Insured Person. In addition, We will be entitled to be reimbursed by the Insured Person of all Legal Costs and Expenses paid or incurred during the course of the Claim.

7. Communication

All notices and communications from Us and the Underwriters or their Authorised Representative will be considered to have been sent if sent to the last known address of the Insured Person.

8. Dual Insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects Of Success

Cover will only be provided if We and, where applicable, the Appointed Legal Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases where the Insured Event occurs outside of the United Kingdom We reserve the right to conduct enquiries or take legal advice on the Prospects of Success in the appropriate jurisdiction before deciding whether to provide cover.

We can give written notice to the Insured Person and the Appointed Legal Representative to discontinue cover if during the course of a Claim We consider reasonable Prospects of Success no longer exist.

10. Compliance And Avoidance Of Policy

Albany and/or the Underwriters have the right to cancel this Policy and declare the same null and void in the event of any breach of Policy terms and conditions if:

- (a) The Policyholder does not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- (b) The Policyholder's motor insurers are entitled to avoid the Motor Insurance Policy or refuse indemnity.
- (c) Any statements or answers made by the Policyholder to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue.
- (d) The Policyholder fails to disclose any material fact relevant to the risks insured under this Policy to the Underwriters or to Us prior to the commencement of this Policy.
- (e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in any material respect.
- (f) You fail to pay the required Policy Premium, if not having been waived, to the Participating Agent or Us within 14 days of receiving Your Welcome Pack.

11. Alteration

You must notify Us immediately of any change, which may or does affect this Policy.

12. Complaints

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing. It is Our experience that most complaints can be resolved by speaking to the staff directly responsible for Your Claim. Please call Albany on 0800 077 8165 or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If the matter is not resolved to Your satisfaction, please write to the Managing Director, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG.

The Underwriters will contact You within five days of receiving Your complaint to inform You of what action they are taking. The Underwriters will try to resolve the problem and give You an answer within four weeks. If it will take the Underwriters longer than four weeks the Underwriters will tell You when You can expect an answer.

If the Underwriters have not given You an answer in eight weeks they will tell You how You can take Your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right You have to take action against Us.

If You are still not satisfied You can contact the Financial Ombudsman Service at:

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

By telephone 0845 080 1800 or 0300 123 9 123 or email complaint.info@financial-ombudsman.org.uk

13. Arbitration

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured Person is not the Policyholder by claiming under the Policy they agree to be a party to any Arbitration under this Clause whether jointly with the Policyholder or otherwise and whether as Claimant or Defendant.

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

14. Exclusions

The Underwriters will not indemnify the Insured Person in respect of:

1. **Any Insured Event that took place prior to the Period of Insurance.**
2. **Any Claim reported to Albany more than 180 days after the Insured Event.**
3. **Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Legal Representative to act further for the Insured Person for a reason, which Albany consider, is justified unless Albany agree to another Appointed Legal Representative being instructed.**
4. **In any case where the Insured Person has misled the Appointed Legal Representative or Albany as to the circumstances of the accident.**
5. **In any case where the Insured Person fails to disclose to Albany and/or the Appointed Legal Representative material facts relevant to the Claim.**
6. **Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.**
7. **Claims for damage to any property or any related loss, expense or costs that are indirectly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy.**
8. **Any Claim arising out of a deliberate and/or criminal act or omission or which is found to Albany's satisfaction to be of a fraudulent nature.**
9. **Any Claim arising from the theft or attempted theft of the Insured Vehicle.**
10. **In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.**
11. **In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.**
12. **Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity.**
13. **All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.**
14. **Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.**
15. **Any Claim where no Premium has been paid by You or received by the Participating Agent or Us within 14 days of the date of issuing of the Policy, save where this requirement has been waived.**
16. **Any Claim where the Third Party cannot be traced or identified.**
17. **Any Claims arising from:**
 - (a) **Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.**
 - (b) **The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.**
 - (c) **Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.**
 - (d) **Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.**

(e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise interpret or process any date as its true calendar date.

18. Legal Costs and Expenses incurred prior to notification of the Insured Event to Albany.

19. Legal Proceedings dealt with by a court or other body, which Albany have not agreed to or are outside the Territorial Limits.

20. The cost of representation in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

21. Any undertaking the Insured Person gives to the Appointed Legal Representative, or which the Insured Person or the Appointed Legal Representative gives to any person about payment of fees or expenses, unless Albany have given prior written authority.

15. Governing law & language

This Policy shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

16. Whole agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and Albany on their behalf and no other representation or warranty by the Insured Person or Us or their Authorised Representatives or any third party shall have any contractual effect unless agreed by all parties in writing.

Supplied by EUI Limited (trading as Diamond), (FSA Registration: 309378), Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ, and is administered by Albany Assistance Limited (FSA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham. SR8 2RR, and is underwritten by AmTrust Europe Limited (FSA Registration: 202189) Market Square House, St James's Street,

Nottingham, Nottinghamshire. NG1 6FG (Home State: United Kingdom).

The Financial Service Compensation Scheme (FSCS) covers Albany Assistance Limited and AmTrust Europe Limited. You may be entitled to compensation from the scheme should either firm be unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. You can get more information about the compensation scheme arrangements from the FSCS. The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London. E1 8BN. Telephone: 0800 678 1100 or 020 7741 4100

E-mail: enquiries@FSCS.org.uk

17. Cancellation

You have the right to cancel this Policy within fourteen days of the date upon which You receive Your Welcome Pack. Subject to no Claim being made upon the Policy a full refund will be given of any Premium paid. Cover will cease from the day You deliver, post or telephone Your notice of cancellation. After this 14-day period, You can cancel the Policy at any time by contacting EUI Limited (trading as Diamond), Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ. However no refund will be given, subject to the discretion of EUI Limited (trading as Diamond).

You may cancel this policy by calling 0871 882 2200. Calls to 0871 numbers are charged at 8p per minute plus network extras.

Diamond is a trading name of EUI Limited. Registered Office: Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

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