

# Top-Up Cover

Terms and Conditions

**Diamond**

# Demands and Needs Statement

This policy meets the demands and needs of an individual wishing to protect themselves against a financial loss for out of pocket expenses that they may incur as a result of their vehicle being subject to a Total Loss due to accident, fire, theft, malicious damage or flood.

Diamond does not make personal recommendations as to the suitability of the Policy to individual circumstances. You are solely responsible for deciding whether the policy is suitable for your needs.

# Policy Summary

## Policy Summary

This summary of cover is provided for ease of reference. It does not contain the full terms and conditions of the policy, which can be found in the policy document.

## Name of Insurer

The name of the insurer is Enterprise Insurance Company Plc, registered in Gibraltar under number 89698, registered office at Suite 3, 1Com House, 1-5 Irish Town, Gibraltar.

Enterprise Insurance Company Plc Limited is licensed and regulated by the Commission of Insurance under the Financial Services (Insurance Companies) Act 1987 of Gibraltar and is a member of the Financial Services Compensation Scheme and the Association of British Insurers (ABI).

Administrator: J D Concepts Limited,  
PO Box 636, Southport, PR8 9FB.

Claims Administrator: Top-up Cover Claims Department, Motorway Direct PLC,  
1 Waterside Court, Bold Street, Sheffield,  
S9 2LR.

## What is Top-Up Cover?

Top-Up Cover provides protection against a financial loss for out of pocket expenses that You might incur as a result of Your Vehicle being subject to a Total Loss due to accident, fire, theft, malicious damage or flood.

## Why Your Premium Is Safe and Claims Honoured Swiftly

The insurer, Enterprise Insurance Company Plc, is a specialist in UK motor related insurance products.

In the unlikely event that a complaint is unresolved it can be referred to the Financial Ombudsman Service.

Your policy is protected by the Financial Services Compensation Scheme.

For Total Loss claims that are less than the combined total of outstanding premium and/or excess payment, J D Concepts Limited will still pay the benefit.

## Period of Cover Provided

The period of Your Comprehensive Motor Policy which runs concurrent with this Policy and does not exceed 12 months. This policy will run concurrently with Your Diamond Comprehensive Motor Insurance Policy. If however, You do not have the Diamond Comprehensive Motor Insurance Policy renewed, this cover would cease and it is not transferable.

The insurance will be cancelled subsequent to a claim being paid.

If Diamond ceases to sell Top-Up Cover, the product will be removed from your policy at your next renewal.

## Significant Features and Benefits

If within the Period of Cover the Vehicle is classed as a Total Loss by Diamond, We will pay £2,000 towards out of pocket expenses.

There is no maximum mileage limit from the date of purchase.

## Eligibility

Top-Up Cover Is Suitable For:

- Vehicles less than 10 years old at Inception of the Policy
- Customers with a valid Diamond Comprehensive Motor Insurance Policy
- A Comprehensive Motor Insurance Policy where the Vehicle is valued at £4,000 or more at Inception

## What Is Not Covered

### Significant Notes, Limitations and Exclusions

#### 1. Vehicles

- a. Any vehicle which is not covered in the terms and conditions of your Diamond Comprehensive Motor Insurance Policy.
- b. Used for hire or reward, delivery courier, driving school, haulage, competition, racing, pace making, reliability trials or off road, speed testing or used by an entity formed for the purposes of selling or servicing motor Vehicles.

#### 2. Any Total Loss

- a. Where the premium is not received by Diamond.
- b. That occurred outside the Territorial Limits.
- c. That occurred before the date the Policy was purchased or Inception of this Policy.
- d. That occurred due to theft while the Vehicle ignition keys were left with Your Vehicle.

- e. If the Total Loss was not covered, or agreed, under Your Comprehensive Motor Insurance Policy.
- f. When the Vehicle was being driven by a person not covered under a Comprehensive Motor Insurance Policy; or who does not hold a valid licence to drive the Vehicle; or are intoxicated by alcohol (as defined by legal limits); or under the influence of drugs not prescribed by a registered medical practitioner; or being driven illegally (does not apply if the person driving is reported to the police for taking the Vehicle without Your permission).
- g. That occurred due to any intentional act or willful neglect on Your or the driver of the Vehicle's part.
- h. That occurred as a result of war, riot, civil commotion, terrorism, pollution or contamination.
- i. That occurred as a result of Radioactive contamination from ionising radiation or contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- j. That is the subject of fraud or dishonesty. Then We may declare the Policy void in its entirety and no cover will apply, We shall be entitled to recover from You the amount of any claim already paid under the Policy and We shall not make any return of premium.

## IMPORTANT NOTES

### Cancellation

Subject to you not making a claim on this product, you have 14 days from the receipt of the policy terms and conditions, to cancel the product. Should you cancel outside the 14 day cancellation period, additional charges, including a £5 cancellation fee will apply for the time on cover.

Please contact EUI Limited, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ or call 0871 882 2200. Calls to 0871 numbers are charged at 8p per minute plus network extras.

### Claims Procedure

If the Insured Vehicle is subject to a Total Loss please contact: Claims Administrator: Top-Up Cover Claims Department, Motorway Direct PLC, 1 Waterside Court, Bold Street, Sheffield, S9 2LR. or call the claims department on 0114 252 6000.

We also require notice in writing as soon as reasonably possible after the Date of Loss or damage occurring and in all events before any settlement or disposal agreement is made with regard to the Insured Vehicle with the Motor insurer or third party. You must follow the claims procedure detailed in the Policy as failure to do so may result in non-payment of Your claim.

Please note this insurance will cancel once a claim has been paid.

### Complaints

It is Our intention to give You the best possible service but if You do have questions or concerns about this policy or the handling of a claim please contact

in the first instance: The Administrator, JD Concepts Limited, 70 Eastbourne Road, Southport, PR8 4DU.  
Tel: 0844 800 2632

In the event You remain dissatisfied, You should then contact:

Customer Care, Enterprise Insurance Company Plc, Suite 3, 1Com House, 1-5 Irish Town, Gibraltar.

If We cannot give You a final decision within 4 weeks from the day We receive Your complaint, We will explain why and tell You when We hope to reach a decision. Our decision is final and based on the information presented. If You feel that there is any evidence or information that may change Our decision, You have the right to make an appeal.

Should the matter still not be resolved to Your satisfaction, You have the right to appeal to Financial Ombudsman Service (FOS), 11 South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR.

Tel: 0800 0 234 567  
free for people phoning from a 'fixed line' (eg. a landline at home).

0300 123 9 123  
free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

This procedure will not prejudice Your right to institute legal proceedings. However, please note that there are some instances where the FOS cannot consider a complaint.

This does not affect Your statutory rights. Please quote Your Policy number in all correspondence.

## Compensation Scheme

If the Insurer cannot meet their obligations Your policy is covered by the Financial Services Compensation Scheme (FSCS). You can get more information from Us or from the Financial Services Compensation Scheme Tel: 020 7741 4100.

## Directive Required Information

This Insurance is provided by Diamond, a trading name of EUI Limited, it is arranged by JD Concepts Limited through Business & Domestic Insurance Services a trading style of Motorway Direct Plc and is underwritten by Enterprise Insurance Company Plc.

Diamond is a trading name of EUI Limited who are authorised and regulated by the Financial Services Authority (number 309378) and are based at Capital Tower, Greyfriars Road, Cardiff CF10 3AZ.

Enterprise Insurance Company Plc, registered in Gibraltar under number 89698, registered office at Suite 3, 1Com House, 1-5 Irish Town, Gibraltar. Enterprise Insurance Company Plc Limited is licensed and regulated by the Commission of Insurance under the Financial Services (Insurance Companies) Act 1987 of Gibraltar and is a member of the Financial Services Compensation Scheme and the Association of British Insurers (ABI).

Claims are handled by Motorway Direct Plc who are authorised and regulated by the Financial Services Authority number 322240.

Administration is handled by JD Concepts Limited who are authorised and regulated by the Financial Services Authority number 314466

This can be checked on the FSA's register by visiting the FSA's website at <http://www.fsa.gov.uk/register/> or by contacting them on 0845 606 1234.

### **IMPORTANT NOTICE:**

Please note that an Insurance Summary does not contain the full terms and conditions of the Insurance product. For full details of all Your policy benefits and the complete terms and conditions please refer to the Policy terms and conditions.

# Terms and Conditions

This Policy explains exactly what You are covered for and contains the terms and conditions. This document, together with your Diamond Comprehensive Motor Insurance Policy should be read as one document. The Schedule contains information about You, the Insured Vehicle, the Period of Cover and the Premium.

It is up to You to ensure that the cover You have selected is appropriate for your needs. If You have any questions regarding this policy please contact the Administrator: J D Concepts Limited, PO Box 636, Southport, PR8 9FB or by phone - 0844 800 2632.

## Definitions

### Administrator

J D Concepts Limited, 70 Eastbourne Road, Southport PR8 4DU. Tel: 0844 800 2632.

### Diamond

The provider of Your Comprehensive Motor Insurance Policy.

### Claim Benefit

The amount that can be claimed if Your Vehicle is written off is £2,000.

### Claims Administrator

Motorway Direct PLC, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.  
Tel 0114 252 6000

### Comprehensive Motor Insurance Policy

A valid and in force Comprehensive Motor Insurance Policy covering the Vehicle.

### Date Of Loss

The date the incident occurred, which resulted in Diamond declaring your vehicle a Total Loss.

### Inception/Policy Inception

The first date Top-Up Cover is added to your Diamond Comprehensive Motor Insurance Policy.

### Schedule

Means the certificate of insurance accompanying this policy and showing information about You, the Insured Vehicle, the Period of Cover and premium information.

### Insured Vehicle

The Vehicle specified on your Diamond Comprehensive Motor Insurance Policy schedule.

### Period Of Cover Provided

The period of Your Comprehensive Motor Policy which runs concurrent with this Policy and does not exceed 12 months.

This policy will run concurrently with Your Diamond Comprehensive Motor Insurance Policy. If however, You do not have the Diamond Comprehensive Motor Insurance Policy renewed this cover would cease and it is not transferable.

The insurance will be cancelled subsequent to a claim being paid.

If Diamond ceases to sell Top-Up Cover, the product will be removed from your policy at your next renewal.

### Policy Term

The length of your Diamond Comprehensive Motor Insurance policy. This will be 10 or 12 months as shown on your policy schedule.

## **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.

## **Total Loss**

Where a claim has been agreed for the total loss of the Vehicle under the terms of Your Comprehensive Motor Insurance Policy, or the Vehicle has been stolen. For Total Loss claims that are less than the combined total of outstanding premium and or excess payment Motorway Direct PLC will still pay the benefit.

## **We/Us/Our**

Enterprise Insurance Company Plc Limited whose registered office is Suite 3, 1Com House, 1-5 Irish Town, Gibraltar.

## **You/Your**

The policyholder specified on your Diamond Comprehensive Motor Insurance Policy schedule.

## **Cover Provided**

Top-Up Cover provides Protection against a financial loss for 'out of pocket expenses' that You might incur as a result of Your Vehicle being subject to a Total Loss due to accident, fire, theft, malicious damage or flood.

## **Top-Up Cover Is Suitable For:**

- Customers who have a Diamond Comprehensive Motor Insurance Policy

## **You Are Eligible For This Cover If:**

- Your Vehicle is less than 10 years old at Inception of the Policy

- You have a valid Diamond Comprehensive Motor Insurance Policy
- You have a Comprehensive Motor Insurance Policy where the Vehicle is valued at £4,000 or more at Inception

## **Change of Vehicles**

There is no limit to the amount of times you can change your vehicle throughout the policy, however the new vehicle must meet the eligibility criteria.

## **Exclusions**

### **1. Vehicles**

- a. Any vehicle which is not covered in the terms and conditions of your Diamond Comprehensive Motor Insurance Policy.
- b. Used for hire or reward, delivery courier, driving school, haulage, competition, racing, pace making, reliability trials or off road, speed testing or used by an entity formed for the purposes of selling or servicing motor Vehicles.

### **2. Any Total Loss**

- a. Where the premium is not received by Diamond.
- b. That occurred outside the Territorial Limits.
- c. That occurred before the date the Policy was purchased or Inception of this Policy.
- d. That occurred due to theft while the Vehicle ignition keys were left with Your Vehicle.
- e. If the Total Loss was not covered, or agreed under Your Comprehensive Motor Insurance Policy.

- f. When the Vehicle was being driven by a person not covered under a Comprehensive Motor Insurance Policy; or who does not hold a valid licence to drive the Vehicle; or are intoxicated by alcohol (as defined by legal limits); or under the influence of drugs not prescribed by a registered medical practitioner; or being driven illegally. (Does not apply if the person driving is reported to the police for taking the Vehicle without Your permission).
- g. That occurred due to any intentional act or wilful neglect on Your or the driver of the Vehicle's part.
- h. That occurred as a result of war, riot, civil commotion, terrorism, pollution or contamination.
- i. That occurred as a result of Radioactive contamination from ionising radiation or contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- j. That is the subject of fraud or dishonesty. Then We may declare the Policy void in its entirety and no cover will apply, We shall be entitled to recover from You the amount of any claim already paid under the Policy and We shall not make any return of premium.

## Claims conditions

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion cancel

the Policy or refuse to deal with Your claim or reduce the amount of the claims payment.

### 1. Making a Claim

If Your Vehicle is subject to a Total Loss please contact the Claims Administrator. Tel: 0114 252 6000.

Give notice to Us in writing within 14 days of the Date of Loss. Our address for this purpose is Top-Up Cover claims, Motorway Direct PLC, 1 Waterside Court, Bold Street, Sheffield, S9 2LR. Tel 0114 252 6000.

### 2. Protect the Damaged Vehicle

You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to Your Vehicle.

### 3. Malicious Damage and Theft

You must report the incident to the Police and advise Us of Your valid crime reference number.

### 4. Claims Procedures

You must follow the claims procedure above as failure to do so may result in non payment of Your claim.

## Automatic Termination

The Policy will automatically terminate when a claim is settled, or on the date You sell or otherwise dispose of the Vehicle (unless Your Comprehensive Motor Insurance Policy is continued with another Vehicle that meets the eligibility criteria) or You fail to have Your Vehicle Comprehensive Motor Insurance Policy renewed by Diamond in line with the terms and conditions of this policy.

## **Your Cancellation Rights**

Subject to you not making a claim on this product, you have 14 days from the receipt of the policy terms and conditions, to cancel the product. Should you cancel outside the 14 day cancellation period, additional charges, including a £5 cancellation fee will apply for the time on cover.

Please contact EUI Limited, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ or call 0871 882 2200 . Calls to 0871 numbers are charged at 8p per minute plus network extras.

## **Cancellation**

The insurer may at any time cancel Your policy by sending 7 days notice to You at Your last known address.

## **The Law Applicable To This Policy**

The insurance shall be subject to English Law, unless specifically agreed to the contrary. All communication to be conducted in English.

## **Identification**

This Policy and Your Diamond Comprehensive Motor Insurance Policy will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.

## **Data Protection Act 1998**

We may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, and for crime prevention. We will

only disclose Your personal details to third parties if it is necessary for the performance of Your contract with Us.

## **Sensitive Data**

In order to assess the terms of this insurance or administer claims which arise, We may need to collect data which the Data Protection Act defines as sensitive. By accepting this insurance You signify Your consent to such information being processed by Us, Administrator or the Claims Administrator.

We will keep Your information secure at all times. In certain circumstances, for example for system administration purposes, We may have to transfer Your information to another country, which may be a country outside the European Economic Area (EEA).

Should You wish to receive a copy of the information We hold on You please contact:

The Compliance Officer, Enterprise Insurance Company Plc, Suite 3, 1Com House, 1-5 Irish Town, Gibraltar.

## **Providing Information**

The information You have provided to Diamond forms the basis of Your insurance contract. It is important that You advise Diamond of all material information and immediately notify them of any change in the information. Please note, if You are in any doubt whether or not any information is material, You should disclose it.

Under English law it is an offence to make any false statements or withhold any material information in order to obtain insurance cover.

## Our Promise of Good Service

It is our intention to give You the best possible service but if You do have questions or concerns about this policy or the handling of a claim please contact in the first instance: The Administrator, JD Concepts Limited, 70 Eastbourne Road, Southport, PR8 4DU. Tel: 0844 800 2632

In the event You remain dissatisfied, You should then contact: Customer Care, Enterprise Insurance Company Plc, Suite 3, 1Com House, 1-5 Irish Town, Gibraltar.

If We cannot give You a final decision within 4 weeks from the day We receive Your complaint, We will explain why and tell You when We hope to reach a decision. Our decision is final and based on the information presented. If You feel that there is any evidence or information that may change Our decision, You have the right to make an appeal.

Should the matter still not be resolved to Your satisfaction, You have the right to appeal to Financial Ombudsman Service (FOS), 11 South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR.

This does not affect Your statutory rights. Please quote Your Policy number in all correspondence.

## FSCS

We are covered by the Financial Services Compensation Scheme (FSCS). Depending on the type of business and the circumstances of the claim, You may be entitled to compensation from the scheme if We cannot meet Our obligations. For further information please visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Company Information

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This can be checked on the FSA's register by visiting the FSA's website at <http://www.fsa.gov.uk/register/> or by contacting them on 0845 606 1234.



*This booklet is made from recycled paper.*

**Diamond**