

# Top-Up Cover

Terms and Conditions

**Diamond**



# Policy Summary

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## 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 Red Sands Insurance Company (Europe) Limited, registered in Gibraltar under number 87598, registered office at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

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

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

## 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, Red Sands Insurance Company (Europe) Limited, 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.

## 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

## Period of Cover Provided

From the date of Inception for the maximum duration of 36 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.

There is an annual charge to renew your Top-Up Cover.

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 the following benefits towards out of pocket expenses:

### If Your Vehicle is written off within the

First policy term                      £1,000

Second policy term                    £1,500

Third policy term                      £2,000

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

Cover available up to a maximum of three years subject to Your Diamond Comprehensive Motor Insurance Policy and Top-Up Cover being renewed, and providing the eligibility criteria are met.

## 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 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.

## **IMPORTANT NOTES**

### **Cancellation**

If after having examined this policy You decide not to proceed, You have 14 days to cancel from the Inception date by calling Diamond on 0871 882 2200. We will refund any premium already paid, unless You have already made a claim on this policy. After this period if You wish to cancel Your policy You will not be entitled to any refund of premium.

### **Claims Procedure**

If the Insured Vehicle is subject to a Total Loss please contact the Administrator: Concepts Claims Department, 70 Eastbourne Road, Southport, Merseyside PR8 4DU or call our claims department on 0844 800 2632.

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

The claims agent is J D Concepts Limited, 70 Eastbourne Road, Southport PR8 4DU who are authorised and regulated by the Financial Services Authority 314466. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

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

Customer Care, Red Sands Insurance Company Limited, Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, 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. 0845 080 1800.

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 7892 7300.

### **Directive Required Information**

This Insurance is provided by J D Concepts Limited on behalf of Red Sands Insurance Company (Europe) Limited. Claims are handled by J D Concepts Limited who are authorised and regulated by the Financial Services Authority 314466. You can check this on the FSA's Register by visiting the FSA's website or by contacting the FSA 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.

# Policy Document

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.

## 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.

## 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 is:

### If Your Vehicle is written off within the

|                    |               |
|--------------------|---------------|
| First Policy Term  | <b>£1,000</b> |
| Second Policy Term | <b>£1,500</b> |
| Third Policy Term  | <b>£2,000</b> |

### 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**

From the date of Inception for the maximum duration of 36 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.

There is an annual charge to renew your Top-Up Cover.

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, Isle of Man, Channel Islands, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Republic of Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland.

## **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 J D Concepts Limited will still pay the benefit.

## **We/Us/Our**

Red Sands Insurance Company (Europe) Limited whose registered office is at Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

## **You/Your**

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

## **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 Administrator Tel: 0844 800 2632.

Give notice to Us in writing within 14 days of the Date of Loss. Our address for this purpose is Concepts claims, 70 Eastbourne Road, Southport, Merseyside PR8 4DU.

### 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**

If after having examined this policy You decide not to proceed, You have 14 days to cancel by calling Diamond on 0871 882 2200. We will refund any premium already paid, unless You have already made a claim on this policy. After this period if You wish to cancel Your policy You will not be entitled to any refund of premium.

### **Cancellation**

The Insurer may at any time cancel Your Policy sending 14 days notice to You at Your last known address if it is found that there is a material change that has not been disclosed to the Insurer.

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

You are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless You and We have agreed otherwise.

### **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 or the 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, Red Sands Insurance Company (Europe) Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, 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 The Managing Director, J D Concepts Limited, 70 Eastbourne Road, Southport, PR8 4DU. Tel: 0844 800 2632.

The claims agent is J D Concepts Limited, 70 Eastbourne Road, Southport PR8 4DU who are authorised and regulated by the Financial Services Authority 314466. You can check this on the FSA's Register by visiting the FSA's website or by contacting the FSA on 0845 606 1234.

In the event You remain dissatisfied, please contact Customer Care, Red Sands Insurance Company (Europe) Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

If it is impossible to reach an agreement, You have the right to appeal to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel. 0845 080 1800.

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**

Supplied by Diamond, which is a trading name of EUI Limited. (FSA Registration No. 309378) EUI Limited are based at Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ. Claims administered by J D Concepts Limited (FSA Registration No. 314466), 70 Eastbourne Road, Southport, PR8 4DU. Underwritten by Red Sands Insurance Company (Europe) Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar (Home State: Gibraltar).

EUI Limited and J D Concepts Limited are authorised and regulated by the Financial Services Authority. Red Sands Insurance Company (Europe) Limited is licensed and regulated by the Commission of Insurance under the Insurance Companies Act 1987 of Gibraltar.



*This booklet is made from recycled paper.*

**Diamond**