

# Premium Protector

Terms and Conditions

**Diamond**

## **Statement of Demands and Needs**

This policy meets the demands and needs of an individual wishing to ensure that their monthly motor insurance premium payments are covered in the event of accident, illness, unemployment and hospitalisation. As with any insurance, it does not cover all situations and you should read the terms and conditions of this policy to make sure that it meets your specific needs.

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



This page shows the key facts that the Financial Services Authority has asked us to bring to your attention. They are not the full terms and conditions. These are detailed in the policy booklet. This summary does not form part of your contract of insurance.

## Type of insurance and cover

Premium Protector is an optional payment protection insurance designed to protect your monthly motor insurance premium payments in the event of accident, illness, unemployment and hospitalisation. Unemployment cover also includes giving up work to become a full-time carer.

Premiums are payable monthly by Direct Debit. Cover continues as long as you renew your Diamond motor insurance policy each year.

## Significant Features & Benefits

Your full monthly motor premium, including the cost of any Optional Extras that you have on Your Policy Schedule, are payable for up to either 10 or 12 months for any one claim. The full benefits of Premium Protector can be found in Policy Section Two.

## Who is covered

You must be aged between 18 and 64 and in full time employment at the start date to be eligible for cover. Please see "To Qualify for Cover" in Policy Section One which tells you the full eligibility requirements.

## Time to reconsider after You apply ("cooling off period")

If, having applied for Premium Protector, you decide that you do not want the insurance after all, simply contact Diamond within 30 days of receiving your insurance policy and all cover will be cancelled. Any premium already paid will be refunded to you.

## How to renew Premium Protector

If you decide to keep Premium Protector then simply by continuing to pay your monthly premiums when they are due, the Insurers will renew your cover each month automatically, and without the need to notify you each time.

## How long cover lasts and how to cancel

As long as you renew your Diamond motor insurance policy cover can last until Your 65th birthday or your retirement date or until you no longer have a motor insurance policy with Admiral, whichever is earlier. The Insurers recommend that you review your personal circumstances periodically to make sure this insurance is still suitable for you.

You can cancel cover at any time. There is no refund when you cancel after the "cooling off period" because premiums are paid monthly so you will only have paid for the cover you have already received. Please note that premiums should be maintained during any period of claim.

The Insurers may only cancel or change the terms or conditions of Diamond Premium Protector at the renewal date of Your Diamond motor insurance policy. Written notice of any such change will be included with Your renewal notice.

## How to claim

If you need to make a claim simply ring 01444 450550. The telephone lines are open between 8.30am and 5.30pm Monday to Friday (excluding Bank Holidays). Further details about claiming can be found in Policy Section Three.

## How to complain

If you wish to make a complaint about any aspect of your policy you should contact the Insurers. You can do this by contacting their appointed Claims Administrators. Please write to: The Managing Director, Jubilee Service Solutions Limited, 21 Perrymount Road, Haywards Heath, West Sussex RH16 3TP. Tel: 01444 450550. Fax: 01444 458234.

The Insurers have internal complaints handling procedures that are available on request. In the event that you remain dissatisfied you can refer the matter to the Policy & Market Assistance Department at Lloyd's. The contact details are: Policy & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693. Fax: 020 7327 5225. Email [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaints procedure is without prejudice to your right to take legal proceedings.

## Compensation

The Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsoken Street, London E1 8BN) by phone on 020 7741 4100 and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

## The Insurers

Premium Protector is underwritten 100% by Jubilee Syndicate 5820 at Lloyd's of London. The Lloyd's Managing Agent for Jubilee Syndicate 5820 is Jubilee Managing Agency Limited.

## What you'll find in this policy wording

Item	What it tells you
Section One	An introduction to your policy
Section Two	The insurance cover how it works and how the policy pays out
Section Three	How to make a claim
Section Four	Renewal, amendment and cancellation
Section Five	Customer service and complaints
Section Six	The Insurers, regulatory and other information
Section Seven	Policy definitions

## Important

This policy booklet explains the full insurance terms, conditions and exclusions of the Diamond Premium Protector.

If You decide to buy the Diamond Premium Protector the booklet will then become Your official insurance policy, which is also Your certificate of insurance.

We will send You written confirmation that Your cover is in place.

Please keep all insurance documents in a safe place.

## Cost of Premium Protector

Premium Protector has a variable price. The price you pay will be based on your Motor Premium, however should you make a claim, we will not only cover your Motor Premium, but also any Optional Extras you have on Your Policy Schedule. Prices are as follows...

<b>Motor Premium*</b>	<b>Monthly Price</b>	<b>Premium Protector 10/12 Month Policy Total Price</b>
<b>Between £0.00 - £20.00 per month</b>	<b>£1.00</b>	<b>£10.00 / £12.00</b>
<b>Between £20.01 - £40.00 per month</b>	<b>£1.50</b>	<b>£15.00 / £18.00</b>
<b>Between £40.01 - £80.00 per month</b>	<b>£2.00</b>	<b>£20.00 / £24.00</b>
<b>Between £80.01 - £125.00 per month</b>	<b>£2.50</b>	<b>£25.00 / £30.00</b>
<b>Between £125.01 - £200.00 per month</b>	<b>£3.00</b>	<b>£30.00 / £36.00</b>
<b>Between £200.01 - £300.00 per month</b>	<b>£3.50</b>	<b>£35.00 / £42.00</b>
<b>Between £300.01 - £400.00 per month</b>	<b>£4.00</b>	<b>£40.00 / £48.00</b>
<b>Between £400.01 - £500.00 per month</b>	<b>£4.50</b>	<b>£45.00 / £54.00</b>
<b>Over £500 per month</b>	<b>£5.00</b>	<b>£50.00 / £60.00</b>

\*Motor Premium includes IPT and your Credit Charge

Please check your Policy Schedule to check your monthly payment amount for Premium Protector. Your monthly price for Premium Protector, will remain the same until your next Renewal with Admiral, and will not change mid-way through the policy, even if your Motor Premium does. Your price will be reassessed at your next Renewal and will be included on your Policy Schedule.

## SECTION ONE

### An introduction to your policy

Welcome to Diamond Premium Protector. Section One tells You about words and phrases that will always have the same meaning in this policy and, very importantly, if You qualify for cover. It also introduces You to the Claims Administrators who will look after You if You need to make a claim.

There is other useful information, including details of when cover begins and the benefit limits. And there is a “cooling-off period” if You have second thoughts after taking out the policy.

### Understanding the cover

Certain words and phrases in this policy will have the same meaning wherever they appear.

They will help You to understand the cover and are called Policy Definitions. You can find them all listed and explained in Section Eight. The explanations for some of them are also repeated elsewhere in the policy, where they are relevant to that Section.

### Language

All insurance documents and all communications with You about Diamond Premium Protector will be in easy to understand English. No language other than English will be used.

### To qualify for cover

You qualify for Diamond Premium Protector provided that You have an Agreement and that, on the Start Date, You are:

1. over 18 and under 64 years of age;
2. permanently resident within the United Kingdom or the Channel Islands or Isle of Man;
3. Working a minimum of 16 hours per week within the UK, have been so continuously for the previous 6 months and not currently off sick (other than minor ailments).

### If you move abroad

Please let Us know if You move abroad or Work abroad after Your cover starts. We will explain how this affects Your cover.

### Benefit limits

We will cover your full Monthly Benefit (including any Optional Extras that are shown on Your Policy Schedule). There is no maximum limit. This will be paid for up to 10 or 12 months depending on the number of instalments by which You pay Your motor insurance premium to Us.

### The Claims Administrators

Negotiation and settlement of all claims will be handled by Jubilee Service Solutions Limited who act on Our behalf. They are specialists in this type of insurance, with many years of experience. Their address is Jubilee Service Solutions Limited, 21 Perrymount Road, Haywards Heath, West Sussex RH16 3TP.  
Telephone: 01444 450550  
Fax: 01444 458234.  
Email: [jss.enquiries@jubilee-insurance.com](mailto:jss.enquiries@jubilee-insurance.com)

## **The “cooling-off period”**

If, having applied for Diamond Premium Protector, You decide that You do not want the insurance after all, simply contact Us within 30 days of receiving Your insurance policy and all cover will be cancelled without charge.

## **When Diamond Premium Protector begins**

Once You decide to take out Diamond Premium Protector, Your cover will begin on the Start Date shown on Your Agreement.

## **Shared information**

To help prevent fraudulent claims, insurers sometimes share information. Details about Your insurance application and any claims You make may be exchanged between insurers.

## **Fraudulent claims or misleading information**

The Insurers take a robust approach to fraud prevention in order to keep premium rates down so that You do not have to pay for other people’s dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain benefit under this insurance, Your right to any benefit under this insurance will end, Your policy will be cancelled and the Insurers will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The Insurers may also inform the police.

## **Certification**

This booklet and Your Agreement are Your full insurance policy documents. They are also evidence that You are covered under Our Master Policy. The Master Policy is the contract that governs Diamond Premium Protector and which We have agreed with the Insurers. A copy is available upon request. In return for payment of Your regular premiums the Insurers will insure You in accordance with the terms and conditions stated in these documents and which are confirmed in the Master Policy.

## **SECTION TWO**

### **The insurance cover, how it works, and how the policy pays out**

Here in Section Two We explain what the Insurers mean in this policy by “Unemployment” and “Disability”. Section Two also tells You how the cover works and how the policy pays out when You need to claim.

### **Unemployment insurance**

#### **What do the Insurers mean by “Unemployment”?**

Unemployment or being Unemployed, in this policy means that You:

- are not Working for payment of any kind; and
- are available for Work and registered as such with the relevant government agency; and
- are in receipt of the appropriate class of National Insurance Contribution Credits; and

- continually, throughout the period of a claim, can provide any material proof requested to support the fact that You are available for, and actively seeking, Work

If Your Unemployment follows Self-employment then, in addition to the above, You must also have permanently ceased to trade (as confirmed by Your Accountant to HM Revenue & Customs).

### **What if I give up work to become a full-time Carer?**

In this policy the benefits available for Unemployment also apply if You give up Work to become a Carer.

## **Disability insurance**

### **What do the Insurers mean by “Disability”?**

Disability (or Disabled) in this policy means being unfit to Work because of an accident or illness. This must be certified by a Doctor and leave You totally unable to carry out the duties of Your normal occupation.

It is important that You understand:

1. the Disability must begin after the Start Date shown in Your Agreement; and
2. You cannot claim during any period of Disability when You are receiving payment from any type of Work (other than sick pay from Your normal occupation).

## **Hospitalisation insurance**

### **What do the Insurers mean by “Hospitalisation”?**

Hospitalisation means being confined to a Hospital following recommendation by a Doctor as a result of physical injury or illness.

### **How the cover works and how the policy pays out**

#### **Claim Date**

This expression means the date Your claim starts.

- For Unemployment claims it is the date You first register with an appropriate Employment Office in the United Kingdom (or any other Office acceptable to the Insurers) as Unemployed. Please note that if You receive a payment instead of completing a notice period Your claim cannot start until that notice period is over
- If Your Unemployment claim is due to You giving up Work to become a Carer, it is the effective date shown on Your Award Notice
- For Disability claims it is the date You are first issued with a medical certificate by a Doctor
- For Hospitalisation claims it is the date You are first confined to a Hospital on the recommendation of a Doctor

### **Claim Waiting Period**

Benefit becomes payable when You have been Disabled or Unemployed for 30 consecutive days after the Claim Date. For Hospitalisation claims, one month's benefit becomes payable once You have been Hospitalised for 5 consecutive days after the Claim Date.

### **Payment of benefit**

As soon as the Claim Waiting Period is over, You will be entitled to one complete Monthly Benefit. You will be entitled to further Monthly Benefits for each following continuous period of 30 days that You remain Disabled or Unemployed.

For Hospitalisation claims You will be entitled to one month's benefit on the 6th day after the Claim Date and a further Monthly Benefit for each following continuous period of 15 days that You are Hospitalised. This means that You will be entitled to 2 Monthly Benefits for each month that You remain in Hospital.

Monthly Benefit payments will continue until the first of these events:

1. You return to Work; or
2. You have been paid the Maximum Claim Amount (explained below); or
3. Your 65th birthday: However, where You have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, the Insurers will accept and/or continue to pay Your claim until it would otherwise have ended under the terms and conditions of Your policy; or
4. You retire from Work and have no intention of Working again; or
5. if You are a Carer, the date You cease to hold a valid Award Notice; or
6. the date You no longer have an Agreement.

Payments will be made by the Claims Administrators directly to You as You complete each 30 days of benefit entitlement.

### **The maximum claim amount**

The most You will be paid for each new and separate claim event is 10 or 12 Monthly Benefits depending on whether You pay Your Agreement by 10 or 12 instalments, this will be shown on Your Agreement.

For Hospitalisation claims this means that You will receive the Maximum Claim Amount if You remain Hospitalised for 5 or 6 months.

### **If your claim changes**

Should the nature of Your claim change from Disability to Unemployment or Hospitalisation or vice versa, this will not be treated as a new claim and will be considered a continuation of the original claim event.

A new Claim Waiting Period will not be imposed.

The Maximum Claim Amount will apply to the claim as a whole.

## Claims in quick succession

If You return to Work before the Maximum Claim Amount has been paid but find You need to claim again, the way the Insurers treat the subsequent period of Disability or Unemployment or Hospitalisation depends on how long Your return to Work lasted:

- If it was less than three consecutive months it will be considered part of the original claim event. You will not have to go through the Claim Waiting Period again. Benefit already paid will count towards the Maximum Claim Amount for the claim as a whole
- If You return to Work for three consecutive months or more, any future Disability or Unemployment or Hospitalisation will be treated as a completely new claim. Although the Claim Waiting Period will re-apply, You will again be entitled to the Maximum Claim Amount

## When you have been paid the maximum claim amount

After being paid the Maximum Claim Amount for an Unemployment claim, You need to return to Work for 6 continuous months before You can claim again.

After being paid the Maximum Claim Amount for a Disability or Hospitalisation claim, You need to return to Work for 6 continuous months before You can claim for the same or a related condition – or for one month if the next Disability or Hospitalisation is totally unrelated.

## Temporary earnings during an unemployment claim

It is not the intention to penalise You if during an Unemployment claim You have the opportunity of temporary employment.

The Insurers can help at this time by simply suspending Your claim.

They will agree these periods of suspension with You. Please keep the Claims Administrators informed so that You can take full advantage of Diamond Premium Protector.

## SECTION THREE

### How to make a claim

Here in Section Three We tell You everything You need to know, and what to do, when You need to make a claim.

#### Step 1 – How to notify Your claim

Read this policy first so that You are satisfied that You are covered for the claim event.

Then contact the Claims Administrators for a claim form. Please let them know You are insured under Diamond Premium Protector and quote the Reference Number shown in Your Agreement.

If You are at all unsure as to whether or not a claim can be made, please speak to the Claims Administrators who will be happy to help You.

#### Step 2 – After Your claim has been notified

The Claims Administrators will send You the appropriate claim form, which should then be completed and returned to them as soon as possible.

The Claims Administrators will then handle all matters about Your claim directly with You.

The claim form will also include helpful information about the documents You need to produce and what You should do during the course of Your claim. Please read the notes carefully as they will help Your claim to be handled fairly and promptly. If You require any help or advice about completing the claim form, please talk to the Claims Administrators.

#### Step 3 – The claims procedure

The charts that follow are a helpful guide to give You an idea of the sort of things You need to do throughout Your claim and the documents You may need to provide.

The Claims Administrators will be there to help You.

Following the procedure and following the instructions and advice You are given by them will help Your claim to run smoothly. If You do not follow the procedure and any other instructions or advice given by the Claims Administrators it may mean that they will be unable to pay Your claim on time or even that they may not be able to pay it at all.

#### Important – the cost incurred in providing proof of your claim

The cost of providing proof of Your claim is Your responsibility.

However, if Your claim is for Disability or Hospitalisation and the Insurers require more than just medical certificates from Your Doctor, they will pay the cost of any medical examiner's fee for any additional medical or psychiatric examinations they ask You to attend.

## CLAIMS FOR DISABILITY (ACCIDENT AND ILLNESS) & HOSPITALISATION

What You need to do	What documents You may need to produce
1 See a Doctor.	
2 Contact the Claims Administrators within 30 days and ask for a claim form.	
3 Complete the claim form and send it to the Claims Administrators.	Completed claim form (this is essential).
4 Throughout Your claim You need to show that You are certified by a Doctor as unfit for Work.  The Claims Administrators will send You a continuation claim form each month, which includes a declaration that You have not Worked between claim payments or have been continuously Hospitalised.	Medical certificates for the period You are claiming.  Continuation claim form (provided by the Claims Administrators).

## CLAIMS FOR UNEMPLOYMENT

What You need to do	What documents You may need to produce
1 Contact the Claims Administrators within 30 days and ask for a claim form.	
2 Complete the claim form and return it to the Claims Administrators.	Completed claim form (this is essential).
3 Register with the Employment Services in the United Kingdom as Unemployed or with the Department of Work and Pensions as a Carer.  Have a Job Seekers Agreement and be receiving any Unemployment Benefit or National Insurance Credits You are entitled to.  If You have given up Work to become a Carer You need to be receiving Carer's Allowance.	Job Seekers Agreement/Award Notice in respect of Carer's Allowance.  Redundancy notice/severance letter.  P45.  If You were Self-employed You will also need to provide an Accountant's Certificate to confirm insolvency of Your business and be able to show that HM Revenue & Customs are aware that You have ceased trading.
4 Throughout Your claim You need to show that You are still Unemployed and looking for new Work, (unless You have given up Work to become a Carer, in which case You need to show that You are still in receipt of Carer's Allowance) so that benefit under this policy can continue to be paid.  The Claims Administrators will send You a continuation claim form each month, which includes a declaration that You have not Worked or that You are still in receipt of Carer's Allowance.	Continuation claim form (provided by the Claims Administrators).  Confirmation from the Employment Services that You are still registered as Unemployed or confirmation from the Department of Work and Pensions that You are still a Carer.  Any other evidence required by the Claims Administrators to show that You are looking for new Work.

## SECTION FOUR

### Renewal, amendment and cancellation

Here in Section Four We tell You about how the policy renews automatically, how long it can last and how to cancel it. Section Four also confirms Your rights if the Insurers ever cancel or amend Diamond Premium Protector.

#### How to renew your policy

After the “cooling-off period” explained in Section One, simply by continuing to pay Your monthly premiums, the Insurers will renew Your cover each month automatically at the price stated in your Policy Schedule. Your price will remain the same, regardless of any mid-term policy changes, until you renew Your Diamond motor insurance policy. Your price will be reassessed at renewal and automatically renewed at the price stated in Your Policy Schedule. The price will be based on the motor premium and will follow the pricing structure which is displayed in the ‘Cost of Premium Protector’ section.

#### How long cover lasts

##### Automatic cancellation

Your cover stops automatically upon any of these events:

- You fail to pay the monthly premium once it becomes due;
- Your 65th birthday: However, where You have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, the Insurers will accept and/or continue to pay Your claim until it would otherwise have ended under the terms and conditions of Your policy; or

- the date You retire from Work and have no intention of Working again;
- the date You no longer have an Agreement with Us

The Insurers recommend that You periodically review Your personal circumstances to make sure that this insurance is still suitable for You and that You would still be able to claim.

##### Cancellation by You

You can cancel cover at any time by writing to Us. There is no refund if You cancel after the “cooling-off period” because once premiums become due they are paid month by month so You will only have paid for the cover You have already received. Please note that once premiums become payable they should be maintained during any period of claim to ensure continuity of 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 or amendment by the Insurers – Your rights

The Insurers may only cancel or change the terms or conditions of Diamond Premium Protector at the renewal date of Your Diamond motor insurance policy. Written notice of any such change will be included with Your renewal notice.

In the event of cancellation, no further premium will be due from You and You will continue to receive any benefits for a valid claim if Your Claim Date was before Diamond Premium Protector was cancelled.

## **Safeguarding your premium and claim payments**

All premium payments from You and due to the Insurers for this policy will be held by Us on behalf of the Insurers. We will also hold any premium refund that is due to You from the Insurers. The Claims Administrators will hold any claim benefits that are due to You from the Insurers. In this capacity, both We and the Claims Administrators are acting as authorised agents of the Insurers.

This means that once a premium is paid to Us it is deemed to have been received by the Insurers and that all claim benefits and premium refunds from the Insurers are not deemed to have been paid until they have actually been credited to You.

## **SECTION FIVE**

### **Customer Service & Complaints**

Section Five gives the full details of the complaints procedure that is available to You.

#### **Customer Service**

Both We and the Claims Administrators are dedicated to providing You with a high quality service and want to ensure that this is maintained at all times. Every effort will always be made to resolve any problem that You may have.

#### **How to complain**

If You wish to make a complaint about any aspect of Your policy You should contact the Insurers. You can do this by contacting their appointed Claims Administrators. Please write to: The Managing Director, Jubilee Service Solutions Limited, 21 Perrymount Road, Haywards Heath, West Sussex RH16 3TP. Tel: 01444 450550. Fax: 01444 458234.

In the event that You remain dissatisfied You can refer the matter to the Policy & Market Assistance Department at Lloyd's. The contact details are: Policy & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693. Fax: 020 7327 5225. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, 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.

Further details will be provided at the appropriate stage of the complaints process.

The Claims Administrators and the Insurers have internal complaints handling procedures that are available on request.

This complaints procedure is without prejudice to Your right to take legal proceedings.

## **SECTION SIX**

### **The Insurers, regulatory and other information**

#### **The Insurers**

Diamond Premium Protector is underwritten 100% by Jubilee Syndicate 5820 at Lloyd's of London. The Lloyd's Managing Agent for Jubilee Syndicate 5820 is Jubilee Managing Agency Limited. They are entered in the

Register of Lloyd's Managing Agents and regulated by the Financial Services Authority. Registered Office: Sidcup House, 12–18 Station Road, Sidcup, Kent DA15 7EX, UNITED KINGDOM. Registered in England number 04434499.

## **For Your protection**

### **FSA registration details**

Jubilee Managing Agency Limited is authorised and regulated by the Financial Services Authority and entered on its register under number 226696.

The Claim Administrators are authorised and regulated by the Financial Services Authority and entered on its register under number 311493.

We are authorised and regulated by the Financial Services Authority and entered on its register under number 309378.

### **The Financial Services Compensation Scheme**

The Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the Insurer is unable to meet its obligations to You under this contract.

Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsoken Street, London E1 8BN) by phone on 020 7741 4100 and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Data Protection Act**

The Insurers will collect certain information about You in the course of considering, processing and managing Your insurance cover, administering claims and fraud prevention. They may pass Your information

to a qualified medical practitioner, other insurers, reinsurers and loss adjusters and to Us for these purposes. This may involve the transfer of Your information to countries that do not have data protection laws. If You give information about another person, in doing so You confirm that they have given You permission to provide it to the Data Controller to be able to process their personal data (including any sensitive personal data). You may have a right of access to, and correction of, information that is held about You. Please contact the Insurers' Compliance Officer to exercise these rights.

Some of the information may be classed as 'sensitive' – this is information about physical and mental health and employment records. Data Protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain Your explicit consent before the Insurers process the information. When You apply for this insurance consent is given to the processing and transfer of information described in this notice. Without consent the Insurers would not be able to offer this insurance.

### **Choice of law**

Unless You and We agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which You live or, if You live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which You live.

## SECTION SEVEN

### Policy definitions

The words and phrases listed below have the same meaning wherever they appear in this policy.

You will also find that the explanations for some of them are repeated elsewhere in the policy, where they are relevant to that particular Section of the policy.

#### **“Agreement”**

A motor insurance Agreement between You and Us.

#### **“Carer”**

Being a full-time Carer and in receipt of Carer's Allowance from the Department of Work and Pensions.

#### **“Claim Date”**

The date Your claim starts.

- For Disability claims it is the date You are first issued with a medical certificate by a Doctor
- For Hospitalisation claims it is the date You are first confined to a Hospital on the recommendation of a Doctor
- For Unemployment claims it is the date You first register with an Employment Office in the United Kingdom (or any other Office acceptable to the Insurers) as Unemployed. Please note that if You receive a payment instead of completing a notice period Your claim cannot start until that notice ends. If Your Unemployment claim is due to You giving up Work to become a full-time Carer, it is the effective date shown on Your Award Notice

#### **“Claim Waiting Period”**

For Disability or Unemployment claims, the 30 consecutive days immediately following the Claim Date during which no benefit will be payable. Once the 30 day period is over You will be entitled to one complete Monthly Benefit.

For Hospitalisation claims, the 5 consecutive days after the Claim Date during which no benefit will be payable. Once the 5 day period is over You will be entitled to one complete Monthly Benefit.

#### **“Disability/Disabled”**

Being unfit to Work because of an accident or illness. This must be certified by a Doctor and leave You totally unable to carry out Your normal occupation.

#### **“Doctor”**

A Registered Medical Practitioner in the United Kingdom or any other physician acceptable to the Insurers.

#### **“Hospital”**

A lawfully operated establishment which has accommodation for resident patients (other than a convalescent, nursing or rest home or a similar section of a Hospital) with facilities for diagnosis and which provides 24 hour a day nursing services by registered nurses.

#### **“Hospitalisation/Hospitalised”**

Being confined to a Hospital following the recommendation of a Doctor to receive necessary medical or surgical treatment.

#### **“Maximum Claim Amount”**

The most the Insurers pay out for each new and separate claim, being 10 or 12 Monthly Benefit payments depending on whether You pay Your Agreement by 10 or 12 instalments. This will be shown on Your Agreement.

### **“Monthly Benefit”**

An amount equal to the monthly instalment payable to Us under Your Agreement. The amount will be confirmed in Your Agreement.

### **“Policy Schedule”**

The document included in Your Agreement which specifies the price you will pay for the motor premium and individual prices for any Optional Extras that you have included. This will display the annual cost.

### **“Self-employment/Self-employed”**

A sole trader, director or partner or a shareholder of 25% or more in a company which employs You.

The Insurers will also consider You to be Self-employed if You are employed in a company or business where Your husband, wife, partner under a Civil Partnership, parent, child, brother or sister meet any of these conditions.

### **“Start Date”**

The date Your cover starts. This date is shown on Your Agreement.

### **“Unemployment/Unemployed”**

You are classified as being Unemployed, for the purpose of this insurance if You:

- are not Working for payment of any kind; and
- are available for Work and registered as such with the relevant government agency; and
- are in receipt of the appropriate class of National Insurance Contribution Credits; and
- continually, throughout the period of a claim, can provide any material proof

requested to support the fact that You are available for and actively seeking Work

If Your Unemployment follows Self-employment, then in addition to the above, You must also have permanently ceased to trade (as confirmed by Your Accountant to HM Revenue & Customs).

### **“We/Us/Our”**

Admiral, a trading name of EUI Limited, Capital Tower, Greyfriars Road, Cardiff, South Glamorgan CF10 3AZ.

### **“Work/Working”**

Receiving payment for working at least 16 hours per week.

A period of maternity or paternity leave will still count as Work.

### **“You/Your”**

The person covered by this insurance, who must be eligible and specified in Your Agreement.

# Notes

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