Your car insurance guide
Important phone numbers

Customer Services 0871 882 2200
*Calls to 0871 numbers are charged at 8p per minute plus network extras.*
Monday-Friday 8am-10pm, Saturday 9am-5pm and Sunday 10am-4pm

Claims Helpline 0844 543 4420
Monday-Friday 8am-9pm, Saturday 9am-5pm and Sunday 10am-4pm

24hr Roadside Emergency Helpline (following an insured incident) 0800 362 435
Open 24 hours a day, seven days a week, all-year round

Glass Repair Helpline (open 24 hours a day) 0844 543 4428
Open seven days a week, all-year round

Renewals 0844 848 0051
Monday-Friday 8am-10pm, Saturday 9am-5pm and Sunday 10am-4pm

Calling from abroad 0044 1792 621 990
Welcome to Diamond

Thank you for insuring your vehicle with Diamond. We are confident that our friendly and efficient service will ensure you remain a satisfied customer for many years to come.

Your car insurance guide gives full details of your car insurance cover and legal expenses cover. Please read it carefully along with your current Certificate of Motor Insurance and Policy Schedule. ‘Your car insurance guide’ also contains a helpful section about how to manage your policy. Whether you are making a change to your current policy or need to make a claim, our step-by-step guides will take you through each process quickly and simply.

We hope you are happy with your policy. However if it does not meet with your requirements, subject to you not making a claim please contact us within 14 days of your welcome letter or email. You will also need to return your Certificate of Motor Insurance. We will make a charge to cover the costs of setting up your policy. Please note changes to your policy or cancellation will incur administration charges or fees which are payable to EUI for handling the administration of your policy. Details of these fees are given in ‘Additional Charges and Cancellation of your Motor Policy’ included in your welcome and renewal documents.

Remember, at Diamond we are keen to provide you with a high standard of service and to do this we welcome feedback from all of our customers. So if you have any comments on your policy or the service that you have received we would really like to hear from you. We’re open 7 days a week, Monday-Friday 8am-10pm, Saturday 9am-5pm and Sunday 10am-4pm.

Thanks again for choosing Diamond and we look forward to hearing from you.
Diamond Frequently Asked Questions

The following are the most frequently asked questions we receive.

### Which part of this policy relates to me?

- **Comprehensive cover**
  - All sections apply
- **Third Party, Fire & Theft only**
  - Only sections 2, 3, 5 & 6 apply
- **Third Party only**
  - Only sections 3, 5 & 6 apply
- **General Conditions and General Exceptions**
  - There are Conditions and Exceptions which apply to individual sections of the policy and General Conditions and General Exceptions which apply to the whole policy.

### How do I make a claim?

Call our Claims Department on **0844 543 4420**. We’re open from 8am until 9pm weekdays, 9am to 5pm on Saturdays and 10am to 4pm on Sundays.

### What if my car or circumstances change?

You should tell us of any changes about you, your drivers, your car and its use otherwise your policy could be cancelled. Call on **0871 882 2200** and we will let you know if there is a refund or more to pay. Calls to 0871 numbers are charged at 8p per minute plus network extras. If you are unsure if any changes are relevant you must call us and ask. For more information about this, please see page 5.

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 Motor Policy’ included in your welcome documents and renewal documents.

For more information about this, please see ‘keeping your policy up to date’.

### Can I add male drivers to my Diamond policy?

At Diamond we’re happy to consider insuring any named driver, male or female. Please call our Customer Services Department on **0871 882 2200** and one of our representatives will be happy to assess if we can add the driver. Calls to 0871 numbers are charged at 8p per minute plus network extras.

### What happens to my No Claims Bonus (NCB) if I make a claim?

Full details of how your No Claims Bonus entitlement will be effected can be found under Section 6 on page 14.
What is the 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.

What is an excess and where can I find out details of my Diamond policy excess?
Please refer to the Definitions on page 1 for a full explanation of excess. Details of your policy excess can be found on the reverse of your policy schedule, which you will find with your other documents.

What is the Diamond Bonus Accelerator Policy?
Our Bonus Accelerator policy enables you to build up your No Claims Bonus as quickly as possible. It is especially good for younger drivers or those who are trying to rebuild their NCB. Our Bonus Accelerator policy provides you with 10-months of car insurance, but will earn you a full year’s No Claims Bonus, as long as you have no claims during that period.

Am I covered to drive other cars?
If you are the policyholder and 25 or over, then Diamond may give you Third Party Cover to drive someone else’s car. Please see sections 5 and 6 of your current Certificate of Motor Insurance which tells you if you have this cover.

Who can drive my car?
Only people listed under section 5 of your current Certificate of Motor Insurance may drive. Call us on 0871 882 2200 and we can add drivers to your policy for a few days or for the rest of your policy term, as long as they are eligible for cover. Calls to 0871 numbers are charged at 8p per minute plus network extras. There is a charge for adding drivers to your policy, which will be advised at the time of your call.

Am I insured to travel abroad?
Your Diamond policy includes a FREE International Motor Insurance Certificate for up to 30 consecutive days, in one trip, up to a total of 90 days in a year. If you are taking your car abroad please see page 13.
Making changes to your policy

Please use the information in this section to keep us up-to-date with your personal details and circumstances.

REMEMBER
It is very important that you let us know if you want to make any material changes to your policy. A failure to notify us may deem your policy invalid.

You should tell our Customer Services Department of any changes that you would like to make by calling them on 0871 882 2200. Calls to 0871 numbers are charged at 8p per minute plus network extras. They’re open Monday-Friday 8am-10pm, Saturday 9am-5pm and Sunday 10am-4pm.

To help you make your changes quickly and easily, we have listed below some of the common changes that our customers make to their policies.

For each change we have outlined the information that you should have ready when you call us.

IMPORTANT
In all cases you should tell us as soon as you know that the change will take place.

Changing your occupation
● Your new job title

Changing your address
● The date you will be moving
● Your new address, including the postcode

Changing your payment details
● Your new account details, including the name, sort code and account number

Changing your car
● The registration number
● The make, model and year of manufacture of your new car
● The value of your new car
● Details of any modifications to the vehicle
● Whether or not the car is fitted with an immobiliser device

Adding a named driver
● The named driver’s name, date of birth and occupation
● The number of years the named driver has held their licence
● Details of any claims the named driver has had in the last 3 years
● Details of any convictions that the named driver has had in the last 5 years
Contents

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Confirmation of your insurance
How to make a claim

Keeping your policy up-to-date

section 1 Damage to your car
section 2 Fire and Theft
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section 4 Windscreen damage
section 5 Going abroad
section 6 Your No Claims Bonus
section 7 Extra cover

General Exceptions to your cover
General Conditions of your cover
Extra Conditions (endorsements)
How to make a comment or complaint
Privacy and Security Statement
Motor Legal Protection Policy
Definitions

Whenever the following words appear in this booklet or in your current policy schedule, they will have the meaning given below:

We, Us and Diamond  
EUI Limited.

You, Your, the policyholder  
The person named as the policyholder on your current Certificate of Motor Insurance.

Certificate of Motor Insurance  
The legal document which is evidence that you have the insurance needed by law, which shows who can drive your car and for what purposes it can be used.

Excess  
The amount you must pay towards any claim for damage to or loss of your car. You are responsible for the excess even if the incident is not your fault.

indemnity/indemnify/indemnified  
The legal principle which ensures that, after a loss, you are placed in the same financial position as you were prior to the loss.

Private Motor Car  
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.

Your Car  
Any private motor vehicle insured under your policy and as specified on your current Certificate of Motor Insurance and Policy Schedule.

Period of Insurance  
The length of time covered by this insurance, as shown on your current Certificate of Motor Insurance.

Market Value  
The cost of replacing your car, with one of a similar make, model, year, mileage and condition based on market prices at the time of the loss. Use of the term ‘market’ means the market in which you would normally shop for your car e.g. retail value will not apply if you buy your car privately or at auction. Non-European manufactured cars will be valued based on European import values or the nearest British equivalent, at our discretion.

Policy Schedule  
The document that shows the car we are insuring and the type of cover you have with us.

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

Total Loss  
When your car is stolen and unrecovered or, when we decide it is uneconomical to repair.

Courtesy car  
A car provided by a Diamond approved repairer or another company instructed by Diamond. This car is not intended to be on a like for like basis with your own car.

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

Material Facts  
These are the details about you, your drivers, your car and its use, which we ask you to tell us about, so we can assess if we are able to insure you, the terms that will apply and the premium you should pay.
Confirmation of your insurance

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.

Several Liability Notice
The subscribing insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscribing insurer who for any reason does not satisfy all or part of its obligations.

Our authority
In order that this document may be signed and issued as evidence of the policy of insurance, the Underwriters mentioned in your Certificate of Motor Insurance have entered into an agreement. This agreement empowers an authorised Underwriter at EUI Limited to sign and issue this document.

David Stevens
Active Underwriter

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

Reading your policy

You must read your policy as a whole. The General Exceptions and General Conditions on pages 17-22 apply to all sections of your policy.

Governing law

Unless we have agreed otherwise with you, this insurance is governed by English Law and all communication shall be conducted in English.

IMPORTANT

You need to know this. The following provides a quick guide to the sections within ‘Your car insurance guide’ that are relevant to your cover and which you should read.

- **Comprehensive cover**
  - All sections apply

- **Third Party, Fire & Theft only**
  - Only sections 2, 3, 5 & 6 apply

- **Third Party only**
  - Only sections 3, 5 & 6 apply

However, there are Conditions and Exceptions which apply to individual sections of the policy and General Conditions and General Exceptions which apply to the whole policy.
How to make a claim

IMPORTANT
All accidents must be reported within 48-hours, even if you are not claiming yourself.

If you have an accident or need to make a claim call us immediately on 0844 543 4420
Mon - Fri (8am - 9pm), Sat (9am - 5pm), Sun (10am - 4pm).

If the damage to your car is covered under your policy and your car cannot be driven, we will arrange for one of our nationwide Approved Repairers to:

- collect your car from the accident site and deliver it to your home or your place of work within a 30 mile radius
- give you a courtesy car while your car is being repaired in our bodyshop, unless we decide your car is beyond economic repair
- clean your car inside and out following the repairs

If you do not wish to use our Approved Repairers we cannot provide you with a courtesy car. 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.

Glass Repair Helpline (open 24 hours a day)

If your policy includes Windscreen Damage Cover, and either your windscreen or a window is broken, please call our Glass Repair Helpline on 0844 543 4428 so that we can arrange for repair or replacement (subject to the relevant windscreen excess).

To make a claim you can call our Claims Department on 0844 543 4420.

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.
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.

Material changes in circumstances are changes in the details you have given us about you, your drivers, your car and its use, which could alter the terms of our agreement to insure you or the premium you pay. For example, if you have received motoring convictions since your policy started.

If we are able to arrange cover we will calculate any difference in premium from the date you were obliged to notify us (even if this happened in a previous period of insurance). Please note the notification timescales described below.

1 Please tell us before
● if you are going to modify your car, even if the alteration is only cosmetic
● if you are going to change to a different car
● if you are going to change what you use your car for (eg if you start using it for business travel when you were not covered for this before)
● if you would like to add another driver to your policy
● if you are going to take your car abroad (see section 5 Going Abroad)

2 Please tell us immediately
● if you or any driver named on your policy, are involved in an accident or loss, no matter how trivial and even if you do not wish to make a claim
● if you sell your car
● if you change your address
● if you or any driver named on your policy, change occupation
● if you or any driver named on your policy, stop being resident in the UK
● if you or any driver named on your policy, have been disqualified from driving, your entitlement to drive has been suspended or withdrawn (revoked) or your driving licence status has changed

3 Please tell us when you renew your insurance
● of any motoring convictions or fixed penalties you or any driver on your policy had during the year, or any pending prosecutions
● of any accident, theft or loss regardless of fault that you or any driver on your policy have made, excluding any claims made under this policy
● if any details shown on the Motor Renewal Confirmation Form are incorrect
Damage to your car

1  Cover for your car and its accessories
If your car is damaged as a result of an accident you will be covered 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 £1,250 or 15% of your car’s market value, whichever is less.

2  What we will pay
We will decide how to settle your claim and will either:

● pay to repair your car, or
● pay a cash sum to replace the damaged car or item. We may reduce the settlement or ask you to contribute towards the repair costs if the parts replaced were already worn or damaged or for removable audio/visual equipment that was not covered.

If we give you a cash sum, the most we will pay is the market value of the car or items claimed for. If your car cannot be repaired economically, we will get it moved to a place of free and safe storage as soon as possible.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer’s latest price guide, together with reasonable fitting costs. If your car is three years old or more, we may decide to repair it with recycled parts or with parts which have not been made by the car’s manufacturer but are of a similar standard.

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

If you have bought your car by hire purchase, or you are leasing it, we will pay any money owed to that company first and then pay any remaining money to you.

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, the most we will pay you is the amount stated on the current Agreed Valuation Certificate.

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

3  What is not covered?
We will not pay:

● the first amount of any claim shown in your current policy schedule under Excess Details
● for loss or damage to your car where your car is taken or driven without your consent by a family member, spouse or partner
Damage to your car [continued]

- for loss or damage to your car or loss of money from selling your car to someone who deceives you
- for damage to your car caused by it being driven after an accident
- for the replacement of your CD player, radio cassette player or any other audio/visual equipment, if we pay you a cash sum to replace your car
- for loss of use (including the cost of hiring a vehicle)
- for wear and tear
- loss or damage caused by theft or attempted theft or fire if your car has been unlocked and unattended or the keys have been left in or on your car
- for mechanical, electrical, electronic, computer failures, breakdowns or breakages
- for damage caused to your tyres by normal road use, braking, cuts, punctures or bursts
- for any loss to the market value of your car as a result of it being repaired
- for any modifications unless they form part of the manufacturer’s standard specification or are optional extras that we have agreed to cover. See also Extra Conditions (Endorsement 11)
- for damage to your car as a result of racing against another motorist, “road rage” or a deliberate act caused by you or any driver insured to drive your car

REMEMBER
You must tell us about and send any letter, writ or summons within 48 hours.

4 Keeping your damaged car safe
If you want us to pay for damage to your car, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. We will pay any reasonable charges for safeguarding your car and getting it to and from the repairers. It is important you tell us immediately where your car is or you will be responsible for any charges that occur.

See also Pages 17-18 General Exceptions
          Pages 19-23 General Conditions
          Pages 24-26 Extra Conditions (endorsements)
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, you will be covered for the loss or damage to:

- your car
- your car’s standard accessories and 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).

In the event of your car keys being lost or stolen from somewhere other than your car we will pay up to £100 for the cost of replacing the locks.

2 What we will pay
We will decide how to settle your claim and will either:

- pay to repair your car, or
- pay a cash sum to replace the lost or damaged car or item. We may reduce the settlement for or ask you to contribute towards the repair costs if the parts replaced were already worn or damaged or for removable audio/visual equipment that was not covered.

If we give you a cash sum, the most we will pay is the market value of the car or items claimed for.

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

If your car is not repairable, the salvage of your car will become our property after settlement.

If any lost or damaged parts are no longer available, we will only pay the cost shown in the manufacturer’s latest price guide, together with reasonable fitting costs.

If your car is three years old or more, we may decide to repair it with recycled parts or with parts which have not been made by the car’s manufacturer but are of a similar standard.

If you have bought your car by hire purchase, or you are leasing it, we will pay any money owed to that company first and then pay any remaining to you.

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, the most we will pay you is the amount stated on the current Agreed Valuation Certificate.

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

3 What is not covered?
We will not pay:

- the first amount of any claim shown in your current policy schedule under Excess Details
- for loss or damage to your car or loss of money from selling your car to someone who deceives you
• for the replacement of your CD player, radio cassette player or any other audio/visual equipment, if we pay you a cash sum to replace your car

• for loss or damage to your car where your car is taken or driven without your consent by a family member, spouse or partner

• for damage to your car as a result of racing formally or informally against another motorist, “road rage” or a deliberate act caused by you or any driver insured to drive your car

• for loss of use (including the cost of hiring a vehicle)

• loss or damage caused by theft or attempted theft or fire if your car has been unlocked and unattended or the keys have been left in or on your car

• for the replacement of your CD player, radio cassette player or any other audio/visual equipment, if we pay you a cash sum to replace your car

• for wear and tear

• for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages

• for any loss to the market value of your car as a result of it being repaired

• for any modifications unless they form part of the manufacturer’s standard specification or are optional extras that we have agreed to cover. See also Extra Conditions (Endorsement 11)

• if the incident is not reported to the police

**REMEMBER**
You must tell us about and send us any letter, writ or summons within 48 hours

### 4 Keeping your damaged car safe
If you want us to pay for damage to your car, its accessories and spare parts, you must take steps to make sure it is kept safe until it is repaired. You can arrange to have your damaged car moved to the premises of the nearest competent repairer. We will pay any reasonable charges for safeguarding your car and getting it to and from the repairers. It is important you tell us immediately where your car is or you will be responsible for any charges that occur.

See also Pages 17-18 General Exceptions

Pages 19-23 General Conditions

Pages 24-26 Extra Conditions (endorsements)

**IMPORTANT**
You must tell us of the whereabouts of your car immediately following its loss or damage. Any charges incurred as a result of you not providing us with this information will be your responsibility.
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 (as long as you hold the correct driving licence entitlement to do so).

1b  Driving other cars

If you are 25 or over and qualify under this section, cover is for the policyholder only and is Third Party only, while driving a private motor car within our territorial limits. Your current Certificate of Motor Insurance will say if you have this cover.

You will be covered for everything listed in clause 1a when you are driving any other car as long as:

- your current Certificate of Motor Insurance says so
- you hold a valid Driving Licence and are not disqualified
- the other car is not owned by you, a rental car, nor hired to you under a hire purchase or leasing agreement
- you have the owner's permission to drive the car
- there is a valid insurance policy in force for that car
- you are not covered by any other insurance to drive it
- you still have your car, and it has not been damaged beyond repair, stolen nor sold

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
- anyone you allow to use but not drive your car, for social or domestic purposes
- anyone who is getting into or out of your car
3 **Cover for legal costs**

If **we** agree in writing, **we** will pay the following legal costs and expenses from a claim for an accident:

- solicitors’ fees for representing anyone **we** insure at any coroner’s inquest, fatal accident inquiry or court of summary jurisdiction
- reasonable legal services which **we** will arrange to defend a charge of manslaughter or causing death by dangerous or reckless driving
- any other legal costs and expenses if **we** agree beforehand

4 **Cover for emergency medical treatment**

**We** will pay for:

- emergency treatment fees as set out in the Road Traffic Act

5 **What is not covered?**

- anyone who has other insurance covering the same liability
- death or injury to anyone while they are working with or for the driver of the car except as required by Road Traffic law
- any damage to property belonging to, or held in trust by, or in the charge or control of a person claiming to be insured under this section
- any loss or damage to property in the care of the person claiming
- any loss, damage, death or injury arising as a result of racing formally or informally against another motorist, “road rage” or a deliberate act caused by **you** or any driver insured to drive **your car**

**See also** Pages 17-18 General Exceptions

   Pages 19-23 General Conditions

   Pages 24-26 Extra Conditions (endorsements)

You must tell us about and send us any letter, writ, claim form or summons within 48 hours.
Windscreen damage

1  **Cover for your windscreen**

*We* will pay:

- to repair or replace broken glass in *your car’s* windscreen or windows and any scratching to the bodywork caused by broken glass, as long as there is no other loss or damage

**Our Glass Repair Helpline (open 24 hours a day) is 0844 543 4428**

2  **What is not covered?**

*We* will not pay:

- any *excess* shown on *your* current *policy schedule*
- for replacement of the hood/roof structure of a convertible or cabriolet car when the glass forming part of it is not repairable
- 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.

**See also** Pages 17-18 General Exceptions
    Pages 19-23 General Conditions
    Pages 24-26 Extra Conditions (endorsements)
Going abroad

Your policy gives you the cover described in your current Certificate of Motor Insurance for events occurring in:

- Great Britain, Northern Ireland, Isle of Man and the Channel Islands
- any other country which is a member of the European Union
- Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein
- The car is covered whilst it is being transported by air, sea or rail between those countries

Using your car abroad

Your policy automatically includes a FREE International Motor Insurance Certificate for up to 30 consecutive days, in a trip, up to a total of 90 days in a year. The International Motor Insurance Certificate is only valid for the above named countries and there is no need to call us if you are taking your car to any of these countries. However, should you wish to travel to any country, not included in the above list, please call us and we may, in some instances, be able to arrange a Green Card.

See also Pages 17-18 General Exceptions
Pages 19-23 General Conditions
Pages 24-26 Extra Conditions (endorsements)
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:

<table>
<thead>
<tr>
<th>No Claims Bonus at last renewal date (yrs)</th>
<th>No Claims Bonus at next renewal date (yrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 claim 2 claims 3 claims</td>
</tr>
<tr>
<td>1</td>
<td>Nil  Nil  Nil</td>
</tr>
<tr>
<td>2</td>
<td>Nil  Nil  Nil</td>
</tr>
<tr>
<td>3</td>
<td>1  Nil  Nil</td>
</tr>
<tr>
<td>4</td>
<td>2  Nil  Nil</td>
</tr>
<tr>
<td>5+</td>
<td>3  1  Nil</td>
</tr>
</tbody>
</table>

IMPORTANT
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 make a claim and your renewal premium has already been calculated, your No Claims Bonus will be amended and your premium will change.

2 Claims that don’t affect your Bonus

● payments made for windscreen damage
● payments for emergency treatment fees
● claims which aren’t your fault where we have recovered all of our money

3 Protected or Guaranteed No Claims Bonus

If eligible, you can choose to pay an additional premium at the start or at renewal of your policy, to protect or guarantee your No Claims Bonus. By doing this you can prevent your No Claims Bonus being reduced after a fault claim has been made on your policy. There are differences in the level of protection given, so for further details please see Extra Conditions (endorsements) 5 & 6.

If you have any questions about your No Claims Bonus, please call our Customer Services Department on 0871 882 2200. Calls to 0871 numbers are charged at 8p per minute plus network extras.

See also Pages 17-18 General Exceptions
Pages 19-23 General Conditions
Pages 24-26 Extra Conditions (endorsements)
Specifically Extra Conditions 5 & 6
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 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.

However, there is no cover for:

- any person over 90 at the time of the injury
- any injury or death caused by suicide or attempted suicide
- any deliberate injury
- anyone who is driving whilst breaching General Condition 11 at the time of the accident

2 Medical expenses

We will pay medical expenses of up to £100 for each person injured if your car is involved in an accident.

3 Handbags, Child Equipment and Personal Belongings

We will pay up to £300 in any one incident for loss, or damage to, any handbag and its contents (a small bag containing non specific personal items) caused by accident, fire, theft or attempted theft, whilst it is in your car.

We will pay up to a maximum of £300 in any one incident for loss of, or damage to, any child car seat or pushchair caused by accident, fire, theft or attempted theft, whilst it is in your car. Of this £300 you may also claim up to a maximum of £50 for loss of or damage to any children's accessories caused by fire or theft whilst they are in your car.

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.

What is not covered

Loss of, or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents or securities
- goods or samples carried in connection with any trade or business
- any property insured under another policy
● property from an open and/or unlocked convertable car, unless the property was locked in the boot or glove compartment

● loss or damage caused by theft or attempted theft or fire if your car has been unlocked and unattended or the keys have been left in or on your car

4 **Courtesy cars**

If you have an accident or make a claim (excluding glass damage only) and our Approved Repairers are authorised to do the work, you will get free use of a courtesy car whilst your car is being repaired.

Unfortunately we cannot guarantee like for like. The courtesy car will be insured by us under your car insurance on the same terms and conditions as your own car.

**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.

**See also** Pages 17-18 General Exceptions  
Pages 19-23 General Conditions  
Pages 24-26 Extra Conditions (endorsements)
General Exceptions to your cover

You will not be covered for any liabilities you may have for any of the following:

1. Any accident, injury, loss, theft or damage which happens while your car is:
   - used by a person or for any purpose not shown on your current Certificate of Motor Insurance
   - driven by you if you do not hold a valid Driving Licence or are breaking the conditions of your Driving Licence
   - driven with your consent by someone who does not hold a valid Driving Licence or are breaking the conditions of their Driving Licence
   - 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
   - rented out or used for hiring, merchandise delivery or for any purpose in connection with the Motor Trade
   - used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event

2. Any liability you have under any agreement unless you would have had the liability even if the agreement did not exist.

3. Loss of use of your car and for any indirect losses which result from the incident which caused you to claim.

4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
   - ionising radiations or contamination by radioactivity from any nuclear fuel, or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof irrespective of whether other causes have contributed to such loss, destruction or damage

5. All loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause of event contributing concurrently or in any other sequence to the loss: any act of terrorism, war, civil war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition or any act of any person acting on behalf or in connection with any organisation with activity directed towards the overthrow by force or its Government de jure or de facto. Except so far as to meet the requirement of the Road Traffic Act.

The Policy excludes any death, injury, or damage to property caused by or in the course of an act of terrorism.
For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government, which it is reasonable to conclude was committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

6 Any accident, injury, loss or damage (except under Section 3 - Liability to other people) caused by:
   ● earthquake
   ● riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands

7 The ownership, operation, maintenance or use of any car principally used for:
   ● transportation of high explosives or any other similar explosive
   ● bulk transportation of liquefied petroleum or gasoline or any inflammable liquid
   ● transportation of chemicals or gasses in liquid, compressed or gaseous form

8 Motor Traders Risks.

9 Any accident, injury, loss or damage when your car is in an area where aircraft are usually to be found taking off, landing, manoeuvring or parked or in an area where airport ground equipment is parked or on service roads leading to it.

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

1  Your duties

You will be provided with the cover set out in this policy if:

● you or anyone else claiming cover under the policy has kept to all the terms and conditions of the policy, and

● the information given at the start of your policy or renewal (confirmed to you in the Motor Proposal Confirmation or Motor Renewal Confirmation) or when registering a claim is true and complete

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:

● report any claim, accident or loss to us within 48 hours regardless of fault

● report any claim for theft or when your car has been taken without your consent immediately to the police and obtain a crime reference number within 24 hours.

Failure to comply with the above could result in you not being indemnified and/or your policy being cancelled.

● send any writ, summons or letters received in connection with any claim, accident or loss to us as soon as you receive them

● tell us at once if you receive any notice of prosecution, inquest or fatal enquiry

● give us all the information about the claim that we need

● report any claim for theft immediately to the police and obtain a crime reference number

You must not:

● admit that the accident was your fault

● attempt to negotiate the settlement of the claim unless we have given you our permission in writing

We are entitled to:

● conduct the defence or settlement of any claim on your behalf

● take legal action over any claim in your name or the name of any person insured on the policy for our own benefit

● admit negligence for any accident or claim on your behalf

● exchange information with other parties involved in the accident or claim

● appoint an approved repairer to repair your car. In the unlikely event the repairs are considered unsatisfactory, the approved repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, you may then use another repairer providing we have confirmed it and agreed for the work to be carried out.

Avoidance of certain terms and right of recovery

Nothing in this policy will affect the right of any person indemnified or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which the
policy operates relating to the insurance of liability to third parties. However you will have to repay to us all sums which we have paid but would not otherwise have paid had the provisions of the laws of such countries not applied.

3 Care of your car
You or any person covered by the policy must:
- protect your car from loss or damage
- make sure your car is roadworthy
- allow us to inspect your car at any reasonable time

If an accident happens and the condition of the vehicle caused or contributed to the accident, no cover under the policy will be provided and instead, liability will be restricted to meeting obligations as required by Road Traffic law. In those circumstances, we will recover from you or the driver or any party responsible for the condition of the vehicle, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the accident.

4 Cancelling your policy
You may cancel this policy at any time by contacting us.

You have 14 days from the receipt of your welcome letter or email to cancel your policy, subject to you not making a claim. Cancellation will incur administration charges that are payable to EUI for the cost of arranging and handling your policy. Details of these fees are given in ‘Additional Charges and Cancellation of your Motor Policy’ included in your welcome and renewal documents.

We may cancel this policy at any time by sending seven days notice in writing to your last known address if you:
- are in breach of any of the General Conditions of your policy
- ignore or fail to comply with General Exceptions 1, 8 and 9
- fail to respond to written requests for further information or documentation
- misrepresent material facts about you, your drivers, your car or its use
- harass or use abusive or threatening behaviour towards our staff
- behave in a manner that makes it inappropriate for us to continue your insurance

We may cancel this policy due to non payment. However we will give you fourteen days notice in writing if we intend cancelling due to non payment of your monthly 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 payable and no refund will be given. This applies in all circumstances regardless of the 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 from the payment details held on file. Delayed payments will incur additional charges. Details of these fees are given in ‘Additional Charges and Cancellation of your Motor Policy’ included in your welcome and renewal documents.

Should your car be stolen and/or deemed a total loss, your policy will be cancelled without prior notice by writing to your last known address. We will deduct any outstanding premium owed from any payment to you. If your car is a total loss please refer to General Condition 10.
IMPORTANT
In all cases, you must either complete the ‘Declaration to Surrender’ form or return the original Certificate of Motor Insurance to us.

If you have any questions on cancelling your policy, please call our Customer Services Department on 0871 882 2200. Calls to 0871 numbers are charged at 8p per minute plus network extras. Or you can write to us at Bell, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

5 Payment of your premium and/or other fees
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, we will cancel your policy in line with General Condition 4.

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.

We will not refund premium for changes made to your policy after a fault claim has been made.

Unless you contact us we will automatically apply for your renewal premium from the payment details we have on file, shortly after your renewal date. This is to make sure there is no interruption in your insurance cover.

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

In the event of cancellation, if there is a refund due, we will credit the bank account or card used to pay for the majority of the policy premium.

IMPORTANT
Card payers must advise us immediately if the card is lost or stolen. We also need to know if the card account is closed or the cardholder decides to cancel the authority.

6 Settling disagreements
If we have agreed to settle a claim, but there is a disagreement in the amount to be paid, the problem must be referred to the Quality Manager. If the matter remains in dispute the problem must be referred to the Financial Ombudsman Service.

Details available on the ‘Comments and complaints’ page.

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 this 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, and
● you are not carrying the passengers as customers of a passenger carrying business, and
● 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.

We will not pay a claim which is in any part fraudulent, false, exaggerated or if you or anyone acting for you makes a claim in a fraudulent or false way, or where we have been given any documents which are false or stolen. 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 that have been incurred and will not return any premium.

10 Total loss of your car
If your car is a total loss, your car will become our property. All cover, including the driving of other cars extension if applicable, is then cancelled for you and any other drivers on the policy. We will deduct any outstanding premium and fees owed by you from any claims settlement we make to you as we will have met the responsibilities under the policy.

11 Drink and drugs clause
If an accident happens whilst you or any person entitled to drive under Section 5 of your current Certificate of Motor Insurance:

● is found to be over the prescribed limit for alcohol
● is driving whilst unfit through drink or drugs, whether prescribed or otherwise
● fails to provide a sample of breathe, blood or urine when required to do so, without lawful reason

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by Road Traffic law. In those circumstances, we will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

12 Suspension of cover
If you sell your car and you are thinking of replacing it before your policy expires, and providing that no claims have been made, you can suspend your policy until you buy your next car. If you pay for your insurance by instalments, your payments have to be up to date.

Once we receive your Certificate of Motor Insurance your policy will be suspended. When you buy your next car you must call our Customer Services Department to tell them. We will reinstate your cover and adjust your outstanding balance.

If you have not replaced your car by the time your policy is due to renew, your policy will be cancelled from the date we received your Certificate of Motor Insurance.
13 Instructions
For your benefit and to ensure an efficient administration process, it is our policy to deal with your spouse, partner or parent and any other person who is named on your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know.

If an accident happens, to ensure an efficient and speedy claim process we will take instruction from you or any other person provided they are named on your policy. If you would like someone else to deal with your claim on your behalf please let us know.

14 Residency
You will only be provided 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.

If you intend to leave the country for 30 days or more and you are not taking your car, you must call our Customer Services Department on 0871 882 2200 to tell them. Calls to 0871 numbers are charged at 8p per minute plus network extras.

15 Material Changes in Circumstances
If there is a material change in circumstances then you must tell us, as we may not be able to arrange cover in every case. Material changes in circumstances are changes in the details you have given us about you, your drivers, your car and its use. If we are able to arrange cover, we will calculate any difference in premium from the date circumstances changed even if this happened in a previous period of insurance. If we are not able to arrange cover, your policy will be cancelled or even declared void.

‘If we are not told about material changes in circumstances this could result in an additional premium, 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.’

Please read in accordance with page 5 ‘Keeping your policy up to date’.
Extra Conditions (endorsements)

These extra conditions or endorsements only apply if shown on your current Policy Schedule. Please read your current Policy Schedule to see which of these endorsements apply to your particular policy.

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 if your car is being driven by, or is in the charge of, anyone under 25.

3. Excluding foreign use
   You will not be provided with an International Motor Insurance Certificate (Green Card) for driving your car abroad. Your cover is limited to the minimum legal requirement of the country you are driving in.

4. Not applicable

5. Protected No Claims Bonus
   If you have protected No Claims Bonus and
   - you make 2 claims within 3 consecutive insurance terms the protection at renewal will be removed
   - you make 3 claims within 3 consecutive insurance terms the protection will be removed at renewal and your No Claims Bonus reduced by two years
   - you make more than 3 claims within 3 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.

Please read in conjunction with Section 6 Your No Claims Bonus.
6 Guaranteed No Claims Bonus

Your No Claims Bonus will not be affected at renewal if you make any claim on this policy.

**IMPORTANT**

If you make a claim during your insurance term you will not earn any No Claims Bonus entitlement for that insurance term. Guaranteed No Claims Bonus does not guarantee your premium from increase at renewal. However, our 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 premium may change.

Please read in conjunction with Section 6 Your No Claims Bonus.

7 Excluding drivers under 25 (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 25, unless that person is named next to this endorsement in your current policy schedule.

8 County council interest (loan agreement)

Any company or organisation named against this endorsement number in your current policy schedule has a loan agreement with you in connection with your car.

9 Noting owner’s interest

Your car is owned by the person or organisation named against this endorsement.

10 Excluding driver/s

You will not be covered when your car is being driven by, or is in the charge of, an excluded driver.

11 Standard parts replacement

Your policy does not cover any non standard parts (modifications). Manufacturers optional extras are only covered if they have been declared and we have agreed to arrange cover for them.

If you make a claim for loss or damage to your car, we will only pay the cost of replacing parts needed for your car to meet the manufacturer’s specification.

12 Trailer cover

Any trailer attached to your car will have cover under Section 3 of this policy if:

- you have given us full details of the trailer, and
- you have the correct driving licence entitlement to tow a trailer of this type, and
- you own the trailer or it is hired to you under a hire purchase agreement

13 Audio/visual equipment limit

The most we will pay for loss or damage to audio/visual equipment is £1,250 or 15% of your car’s market value, whichever is less. Audio/visual equipment may include a car phone, CD player, radio, satellite navigation as long as they are permanently fitted to the car.

Your limit is the amount shown next to this endorsement in your current policy schedule.
14 No suspension of cover
We will not suspend any cover on this policy.

15 Drink and drugs clause
If an accident happens whilst you or any person entitled to drive under Section 5 of your current Certificate of Motor Insurance:

- is found to be over the prescribed limit for alcohol
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breathe, blood or urine when required to do so, without lawful reason

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by Road Traffic law. In those circumstances, we will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment, of any claim arising from the accident.

16 Suspension of cover
All cover under this policy is suspended.

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 policy schedule.

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 beyond repair, 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.
How to make a comment or complaint

At Diamond, we are committed to providing the best possible service. However, we understand there may be times when we do not meet your expectations. We want you to let us know straight away if you are unhappy. We will always do our best to resolve any complaint fairly.

How to make a complaint
We understand that making a complaint can be stressful in itself. That’s why we want you to be able to complain in any way you choose.

Complaint about your policy
Quality Manager
Diamond
Capital Tower
Greyfriars Road
Cardiff
CF10 3AZ
Tel: 0844 543 4444
Email: quality@diamond.co.uk
Fax: 0871 882 8006
Calls to 0871 numbers are charged at 8p per minute plus network extras.

Complaint about your claim
Claims Quality Manager
Diamond
Capital Tower
Greyfriars Road
Cardiff
CF10 3AZ
Tel: 0844 848 4312
Email: claimsquality@admiralgroup.co.uk
Fax: 0871 882 8095
Calls to 0871 numbers are charged at 8p per minute plus network extras.

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

How to escalate your complaint
If we have given you our final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

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” (for example, 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
Email: complaint.info@financial-ombudsman.org.uk

For more information about how we handle complaints, please call us and ask for a copy of Our Guide to Handling Your Complaint.
Privacy and Security Statement

1. Introduction
This Privacy Statement will help you understand how we collect, use and protect your personal information when you interact with us. Please take a few moments to read the sections below and learn how we may use your personal information. You should also show this notice to anyone else who may be insured to drive under your policy. You acknowledge that by providing your personal information to us, you consent in its processing in accordance with this Privacy Statement. We are unable to offer you any insurance product unless you provide explicit consent for the collection and use of such sensitive data as defined in the Data Protection Act 1998.

2. Collecting Information

Personal
When providing information about others who may be insured you confirm that you have the consent of these individuals to supply their personal information.
We will collect your personal information when:

- You ask for a quote
- You purchase our products and services
- You make customer enquiries
- You register for information or other services
- You register a claim
- You respond to communications or surveys

The type of personal information we may collect could include:

- Name and address, date of birth and gender
- Telephone numbers and email address
- Credit/debit card details
- Lifestyle and other information

We may also collect information defined as “sensitive data” within the Data Protection Act 1998. This includes:

- Medical history
- Claims history
- Criminal convictions etc.

We may also monitor or record calls, emails, text messages or other communications in accordance with UK law, and in particular for:

- Business purposes such as quality control and training
- Processing necessary for entering into or performance of a contract
- Prevention of unauthorised use of our telecommunication systems and websites
- Ensuring effective systems operation
- Meeting any legal obligation
- Protecting your vital interests
- Prevention or detection of crime
- For the legitimate interests of the data controller

Please visit www.ico.gov.uk for further information.

All personal information will be held in the strictest confidence and used only for the purposes for which we collect it. If you would like us to remove any personal information from our records, then please write to us at our Customer Services Department, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. We will make all reasonable efforts to delete your information from our files if it is deemed appropriate.

Non-personal information collected online
Cookies
We use cookies on our website for a number of reasons, including:

- Enabling users to obtain quotes from our website (session cookie);
Ensuring the security of our customers (session cookie); 
Making possible certain site functionality (session cookie); and 
Website traffic and visitor behaviour tracking (persistent cookie).

The session cookies that we use are strictly necessary for the website to operate and are essential to make possible certain site functionality, including obtaining a quote and also to protect the security of our customers.

The persistent cookies used on our website help us to improve the user experience and structure of our website by collecting anonymous data about how it is being used. These are Google Analytics cookies. To opt out of being tracked by Google Analytics across all websites visit http://tools.google.com/dlpage/gaoptout.

For information about how to manage and disable cookies you can use the ‘Help’ function within your browser or please visit www.aboutcookies.org or www.allaboutcookies.org.

Please be aware that our website contains links to and from other websites. We accept no responsibility or liability for the content of these websites or the cookies they use.

If you choose to visit another website via our website, you will need to contact them separately to have your personal information deleted from any records they might hold.

If you would like more information regarding cookies or our use of them, please read our online Cookie Policy at www.diamond.co.uk or contact the Data Protection Officer at the following address:

Data Protection Officer, EUI Limited, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ

3. How your information will be used
General
We will use your information for:
● Processing your quotes
● Administering your policy including claims handling

Fraud prevention and detection
Credit scoring or other automated decision-making systems
Administering debt recoveries
Verifying your identity when required
Undertaking market research and statistical purposes
Keeping you informed about promotions and new developments by email, telephone or post.

Dealing with Other People
Policy Administration (with the exception of General Condition 4 - Cancellation)
It is our policy to deal with your spouse, partner or parent and any other person who is named on your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know.

Claim Process
To ensure an efficient and speedy claim process we will take instruction from you or any other person provided they are named on the policy. If you would like someone else to deal with your claim on your behalf please let us know.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this Statement.

Marketing
EUI Limited will contact you from time to time by telephone, post, email or SMS to keep you informed with news, products or services, including but not limited to car insurance (e.g. other automotive or financial products, or other carefully selected offers or promotions which we feel may be of interest to you). Other carefully selected companies may also contact you by post. If you have opted in to receive emails, SMS or telephone
calls from other selected companies, you may also be contacted about other products that we believe may be of interest to you by these contact methods.

If you do not want your personal information to be used this way, please visit https://secure.diamond.co.uk/optOut/optOut.php or write to the Marketing Department, EUI Limited, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ, who will ensure that your information is not used for these purposes.

At renewal

In order to offer you continuous cover on your policy, EUI Limited will arrange for your policy to be automatically renewed. You should be aware that we can only guarantee automatic renewal when:

- You have made us aware of any changes to your policy details
- The credit/debit card details have not changed
- The credit/debit card holder has given their explicit consent to his or her card being charged at renewal

Unless we hear to the contrary, EUI Limited is entitled to assume at renewal that your details have not changed and you have the consent of the card holder.

If you wish to make changes to your policy then, unless you inform us otherwise, EUI Limited will charge the payment details (card or bank account) held on record for any additional amount due.

You may inform us of any changes or opt out of automatic renewal at any time by contacting our Customer Service department.

We will also contact you with a reminder that your insurance is due for renewal.

4. Confidentiality

We will endeavour to treat your personal information as private and confidential.

We would like to bring to your attention our obligations to disclose information in the following four exceptional cases permitted by law, and the other situations set out below.

These are:

- Where we are legally compelled to do so
- Where there is a duty to the public to disclose
- Where disclosure is required to protect our interest
- Where disclosure is made at your request or with your consent

Also, from time to time we will employ agents and subcontractors to process your personal information on our behalf. The same duty of confidentiality and security will apply to them and all processing will be carried out under our instruction.

If you make a complaint about the service we have provided, we may be obliged to forward details about your complaint, including your personal information, to the relevant ombudsman. You can be assured that they are similarly obliged to adhere to the Data Protection Act and keep your personal information strictly confidential.

In the unfortunate event that you have to make a claim then we will need to disclose information with any other party involved in that claim. This may include:

- Third parties involved with the claim, their insurer, solicitor or representative
- Medical teams, the police or other investigators

Credit Reference

When you apply to us to open an account, we make a number of checks to assess your application for credit and verifying identities to prevent and detect crime and money laundering. To obtain this information, we will check the following records about you and anyone else who may also be insured and whose personal details have been provided as part of the insurance application.

- Our own records.
- Credit Reference Agency (CRA) records.

When we search these records CRAs will place a search footprint on your credit file that may be seen by other lenders. They
supply us with both public (including the electoral register), and shared credit and fraud prevention information.

- Fraud Prevention Agency (FPA) Records.

We make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be seen or used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by EUI Limited and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

We may also make periodic searches at CRAs and FPAs to manage your account with us.

Information on applications will be sent to and recorded by CRAs. When you borrow from us, we will give details of your account(s) and how you manage it / them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks, and to trace your whereabouts and recover debts that you owe. Records remain on file for six years after they are closed, whether settled by you or defaulted.

If you give us false or inaccurate information and we suspect or identify fraud, we will record it and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

If you borrow from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

How to Find Out More

This is a condensed guide to the use of your personal information. If you would like to read the full details of how your data may be used please phone our Customer Services Department on 0871 882 2200, or write to us at Pricing Department, Floor 23, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ.

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- Call Credit, Consumer Services Team, PO Box 491, Leads, LS3 1WZ or call 0870 060 1414 or log on to www.callcredit.co.uk.

- Equifax, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or call 0844 335 0550 or log on to www.equifax.co.uk.

- Experian, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0844 481 8000 or log on to www.experian.co.uk.

Please contact us on 0800 052 3144 if you want to receive details of the relevant fraud prevention agencies.

If necessary we may also have to investigate your claims and conviction history in the course of administering the claim. You can be assured that we will keep such investigations strictly confidential.

Insurers pass information to the Claims Underwriting and Exchange Register, run by Insurance Database Services (IDS) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers. Under the conditions of your policy, you must tell us about any
incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident we will pass information to the Registers.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers’ Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

i. Electronic Licensing
ii. Continuous Insurance Enforcement;
iii. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
iv The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com

Fraud prevention and detection notice

In order to prevent and detect fraud insurers may, at any time:

● share information about you with our other group companies
● pass details to Insurance Hunter, a central insurance application and claims checking system, whereby it may be checked against information held by Insurance Hunter and shared with other insurers

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

● checking details on applications for credit and credit related or other facilities
● managing credit and credit related accounts or facilities
● recovering debt
● checking details on proposals and claims for all types of insurance
● checking details of job applicants and employees

Please contact us on 0800 052 3144 if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

We may also disclose information about you and your policy:

● To companies within the Admiral Group (For the purposes of this Privacy Statement, “Admiral Group” means Admiral Group plc and any company or entity in which Admiral Group plc owns more than 15% of the issued share capital. Companies in the Admiral Group shall include, without limitation, EUI Limited, Admiral Insurance Company Ltd, Admiral Insurance (Gibraltar) Ltd, Inspop. com Ltd, Able Insurance Services Ltd and any other company that is incorporated within the Admiral Group at any time in the future)
● In the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that re-organised entity or third party
Where it is necessary to deliver the products and services bought by you. For example, we may disclose your personal information to a credit card company to validate your credit card details and obtain payment. It may also be necessary for us to pass your personal information to the organisation from whom you have ordered any products or services other than your EUI Limited insurance product, such as a travel insurance or a personal accident cover provider, etc. At all times, EUI Limited will remain the Data Controller unless we inform you otherwise.

5. Information Security

On our websites we protect any information you have given us by providing you with a User ID and password. We also use industry standard secure sockets layer (SSL) 128 bit encryption technology to encrypt sensitive information in transit to our servers.

The User ID and password helps us to protect your personal information. You may need a User ID and password to access your personal information on our website. You must keep this password safe and must not disclose it to anyone. We will accept no responsibility or liability if a third party obtains and uses your User ID and password. You must tell us immediately if you have lost your User ID or password, or if you believe a third party may have obtained it. Please also tell us if you would like us to change your User ID or password for any reason.

When you ask for a quote from us, we will process the data on a secure server. Microsoft Internet Explorer and Netscape Navigator will confirm that you are in a secure area by displaying an unbroken key or lock in the bottom right hand corner of your browser window.

Some organisations have a security feature called a firewall to protect their computer systems. These firewalls may prevent you from connecting to our secure server to get a quote. If you are at work and cannot connect to our site, please speak to your IT administrator to learn more.

Please be aware that communications over the Internet, such as emails or webmails, are not secure unless they have been encrypted.

Your communications may route through a number of countries before being delivered – this is the nature of the Internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

It may be necessary to transfer your personal information to other Group companies or service providers located outside of the European Economic Area. The data protection and other laws of these countries may not be as comprehensive as those in the UK or the EEA – in these instances we will take steps to ensure that your privacy rights are respected.

6. Access to your information

You can write to us at any time to obtain details of the personal information that we may hold about you. Please write to the Data Protection Officer, EUI Limited, Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. Please provide your name, address and policy number and tell us what information you would like.

We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you. Please provide two forms of identification such as a copy of a driving licence, passport, or document containing your signature, and a copy of a recent utility bill that confirms your address.

In accordance with the Data Protection Act 1998, we are entitled to charge £10 to cover the administration costs. Please make cheques payable to “EUI Limited”.

Privacy and Security Statement [continued]
7. Privacy Support

We reserve the right to amend or modify this Privacy Statement at any time and in response to changes in applicable law. The Data Controller is EUI Limited (registered number Z5299783). Admiral, Bell, Diamond and elephant.co.uk are trading names of EUI Limited. At all times EUI Limited will remain the ultimate data controller. In this Privacy Statement “we”, “us” and “our” means EUI Limited.

If you have any enquiry about our data protection and privacy practices, please write to the Data Protection Officer as above.
This Policy Summary does not contain the full terms and conditions of the cover which can be found in the Policy Document. It is important that you read the Policy Document which follows this Policy Summary.

Provided you have paid the motor insurance policy 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 motor insurance policy 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.

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 does not contain the full terms and conditions of the cover which can be found in the Policy Document. It is important that you read the Policy Document which follows this Policy Summary.

Provided you have paid the motor insurance policy 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 motor insurance policy 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.

Duration
The period of the motor insurance policy which runs concurrent with this policy and does not exceed twelve months.

Cancellation right
You have the right to cancel this policy within fourteen days of the date upon which you receive your confirmation letter or email, subject to no claim being made upon the policy.

Cancellation of this policy is subject to the cancellation of the motor insurance policy. A refund will be provided in accordance with the cancellation terms of the motor insurance policy. If you do not exercise this right to cancel your policy it will remain in force for the term of the motor insurance policy. After this 14 day period you can cancel at any time in accordance with the cancellation terms of the motor insurance policy. Cancellation will
incure administration charges that are payable to EUI for the cost of arranging and handling your policy.

Details of these fees are given in ‘Additional Charges and Cancellation of your Motor Policy’ included in your welcome and renewal documents. 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.

Making a Claim
You must report any incident that may lead to a claim to us directly or via EUI Limited (trading as Diamond). Telephone 0844 543 4420 to report the claim as soon as possible. To take advantage of your cover this must be done within 180 days of the incident. You must be able to confirm you are insured with EUI Limited (trading as Diamond).

How to make a complaint
Complaints should be made to:
The Managing Director, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.
Tel: 02920 222 033
E-mail: complaints@composite-legal.com

If we have given you our final response or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 March Wall, London E14 9SR.
Tel: 0800 0 234 567 free for people phoning from a ‘fixed line’ (eg. a landline at home).

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

Financial Services Compensation Scheme
AmTrust Europe Limited are covered by Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of business and circumstances of the claim.

Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS at www.fscs.org.uk or on 0800 678 1100 or 020 7741 4100.
Significant benefits

As a result of an accident involving the **insured vehicle** we will pursue any uninsured losses and any **legal costs** incurred by you in bringing a **claim** against the responsible **third party**. We may agree to appoint solicitors to do this on **your** behalf.

Authorised drivers and passengers will also receive the benefits of the **policy**.

Significant exclusions or limitations

**Legal costs** are covered up to a maximum of £100,000. This includes any **legal costs you** may be responsible for whether incurred by **you** or any other person.

**Legal costs** where **you** have taken action without first obtaining **our** agreement or cause delay or fail to give reasonable assistance to **us**.

**We** are free to choose the **authorised representative** to negotiate and settle **claim** on **your** behalf.

Territorial limits

The **policy** will provide cover for **insured incidents** arising in: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Andorra, Croatia, Iceland, Lichtenstein, Norway and Switzerland.

The list of countries is shown in the **policy**.

Definitions: **Territorial limits**

Definitions

Whenever the following words appear bold in this booklet or in **your** current policy schedule they will have the meaning given opposite:

**We, Us, Our**

The underwriters of this Insurance and/or administrator acting on their behalf.

**IMPORTANT**

**Underwriters** - AmTrust Europe Limited, Market Square, St Jame’s Street, Nottingham, Nottinghamshire NG1 6FG.

**Administrator** - Composite Legal Expenses, Suffolk House, Trade Street, Cardiff CF10 5DT.

**Agent** - EUI Limited (trading as Diamond).
You, Your
The person who has paid the appropriate motor insurance policy premium and any other person authorised by you to drive or to be a passenger in or on the Insured vehicle.

Authorised Representative
A solicitor, counsel, or claims handler appointed under the terms and conditions of this policy to represent your interests.

Claim
A civil claim for damages arising out of an insured incident.

Injury
Bodily injury or death disease or illness of any person.

Insured Incident
An event caused by a third party that results in loss or damage to the insured vehicle, personal property or injury to you. The event must involve the insured vehicle and have occurred within the territorial limits.

Insured Vehicle
Any motor vehicle that you own or for which you are legally responsible including any caravan or trailer properly constructed to be towed by such vehicle and which is attached to it by normal means of towing and for which the appropriate motor insurance policy premium has been paid which are permitted to use the public highway.

Legal Costs
Any irrecoverable fees, expenses and other disbursements reasonably and properly incurred by the authorised representative with our prior written authority in connection with any claim or legal proceedings by or against you. Also the costs incurred by the other party or parties as a result of a claim which you are ordered to pay by any Court or which are payable by you under the terms of a settlement approved in writing by us or which became payable by you as a result of you discontinuing proceedings with our consent.

Motor Insurance Policy
The policy of insurance issued to you in compliance with the Road Traffic Act valid at the time of the insured event.

Motor Insurance Policy Premium
This means the payment which is required to be paid to ensure that the cover remains in force for the motor insurance policy issued by EUI Limited (trading as Diamond).

Period of insurance
The period of insurance shown in the schedule of this policy.

Personal Property
Any personal property that you own or are legally responsible for, in or on the insured vehicle at the time of the insured incident.

Policy
This policy of insurance.

Policy Limit
£100,000 per insured incident. This includes both the legal costs incurred by you and the legal costs of any other party or parties for which we are responsible for under the terms of this policy.

Prospects of Success
Reasonable prospects greater than or equal to a 51% chance of success.

Territorial Limits
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Andorra, Croatia, Iceland, Lichtenstein, Norway and Switzerland.

Third Party
The other person(s) and / or party(s) not including you responsible for the insured incident.
Agreement
We and you agree that this policy including any schedule issued are to be considered as one document and any word or expression which has been defined herein shall have the same meaning wherever it appears. The proposal or any information supplied by you shall be incorporated into this.

Policy
We will provide the insurance described in this policy subject to the terms and conditions for the period of insurance and any subsequent period for which you shall pay and we shall agree to accept the motor insurance policy premium.

Cover
Subject to the terms, conditions and exclusions of this policy we will pay your legal costs which arise from your use of an insured vehicle during the period of Insurance.
This is to include claims made by or against you during the period of insurance and which relate to an attempt by you to obtain a remedy or to recover damages from a third party or parties. These must be in relation to an insured incident provided such legal costs do not exceed the policy limit.

Making a Claim
You must report any incident that may lead to a claim to us directly or via EUI Limited (trading as Diamond). Telephone 0844 543 4420 to report the claim as soon as possible. To take advantage of your cover this must be done within 180 days of the incident.
You will need your policy number, your vehicle registration number and the date of the incident. You must be able to confirm you are insured with EUI Limited (trading as Diamond).

Exclusions
This insurance does not cover:
1 Legal costs incurred as a result of legal proceedings arising out of an insured incident which occurred outside the period of insurance.
2 Claims which have not been reported to us within 180 days of the occurrence of the insured incident.
3 Legal costs including costs of appeals which are incurred without our consent and agreement and in any event all such costs and expenses incurred prior to notification of the relevant claim to us.
4 Legal costs, expenses, fines or other penalties you are ordered to pay by a Court of criminal jurisdiction.
5 Claims arising out of the use of the insured vehicle by you for racing, rallies, trials or competitions of any kind.
6 Claims arising out of an insured incident arising out of your deliberate act or omission.
7 Claims arising out of an insured incident that we find to our satisfaction to be of a fraudulent nature, or where you have failed to disclose material facts relevant to your claim or where you have deliberately misled us or the authorised representative as to the circumstances of the accident.
8 Any claim where, when in control of the insured vehicle you did not have possession of both a valid driving licence and certificate of insurance.
9 Any claim where the insured vehicle was not in a roadworthy condition or did not have a valid MOT Certificate where applicable.
10 The Defence of any claim or legal proceedings made or brought against you arising from injury or loss or destruction of or damage to any property.
11 Any claim or legal proceedings made commenced or brought against you outside the territorial limits.
12 Any costs incurred in representation in the Small Claims Track or any other proceedings where costs cannot be recovered from the third party.

13 Claims made by you against any authorised passenger in the insured vehicle.

14 Claims for passengers where there is a conflict of interest between you or the authorised driver and any other passenger(s).

15 Legal costs in respect of the defence of a claim or counterclaim from a third party where your own motor insurers refuse to become involved or repudiate your motor insurance policy.

16 Claim where you:
   a) take action without first obtaining our consent or that of the authorised representative, or
   b) Cause delay or fail to respond to requests for assistance from us or the authorised representative.

17 Claims arising from:
   a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
   b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
   c) Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.

18 Any claim where we or the authorised representative deem there are no prospects of success.

**Conditions**

1 You must:
   a) Observe and perform the terms and conditions of this policy.
   b) Minimise any amount of your claim and attempt to prevent any event which may cause a claim.
   c) Notify us of any event which has given or may give rise to a claim or legal proceedings involving you. In default we shall not be liable to pay your legal costs.
   d) Send all letters, notices and communications regarding any claim made to us or the authorised representative without delay.
   e) Assist us fully and give us full details of any claims and provide us with all information we reasonably request.
   f) Obtain our consent in writing to pay legal costs which consent will not be given unless you can satisfy us that:
      i) There are prospects of success for the recovery of damages.
      ii) The identity of the responsible person is known by you.

2 We can:
   a) Take over and conduct in your name any claim or the defence of any claim at anytime.
   b) Attempt to make a fair settlement before the authorised representative is instructed or legal proceedings issued.
   c) Take proceedings for our own benefit but in your name to recover any payment we have made under this policy.
   d) If we consider it appropriate to do so appoint a claims handler to act as your authorised representative rather than a solicitor.
   e) If we consider it appropriate or necessary appoint an authorised
representative to negotiate and settle the claim on your behalf. If you wish to appoint your own solicitor you will only be able to do so when proceedings need to be issued and then only if your request is made in writing to us and that we are satisfied that they can handle the claim and that they agree to our standard terms for non-panel solicitors. If you disagree with our approach you have the right to arbitration as outlined in Condition 11 of this policy.

f) Any authorised representative will be appointed by us in your name and on your behalf and you may not change the authorised representative without our consent.

3 In the event that you appoint the authorised representative, you must ensure that the authorised representative is aware of the conditions of this policy and the policy limit.

4 You must:

a) Give such instructions to the authorised representative as we reasonably require and fully co-operate with both us and the authorised representative in all respects keeping the authorised representative and us fully advised of all developments in the claim.

b) Tell us at once of all offers to settle the claim. No offer of settlement or negotiation of the same can be made without our agreement in writing.

c) If requested instruct the authorised representative to have legal costs taxed by the Court or certified by the appropriate Law Society as appropriate.

d) Take all steps possible to recover any legal costs we have paid and pay any such amounts recovered to us.

5 We are entitled to obtain from the authorised representative any information, document or advice relating to a claim or legal proceedings whether or not privileged. On request you will give any instruction as necessary to ensure such access. If the authorised representative refuses to grant such access however we shall have the right to refuse to pay legal costs.

6 You must not without our written consent enter into any agreement with the authorised representative as to payment of your costs. Any consent given may be withdrawn at anytime.

7 If you are declared bankrupt or go into liquidation or appoint or have a receiver appointed we may withdraw our support of any claim or legal proceedings.

8 If you discriminate or abandon legal proceedings without both our consent and the authorised representative’s written advice that proceedings should be either discontinued or abandoned. We will be entitled to be reimbursed by you the amount of any legal costs which we have paid or may become liable to pay.

9 At our discretion we may discharge our liabilities to you by paying an amount equal to the sum claimed.

10 If at the time of any Insured incident resulting in a valid claim on this policy there exists other insurances under which you are entitled to claim for your legal costs or any part thereof we shall only be responsible for any excess in the amount of legal costs not recoverable under such other policy of insurance.

11 In the event of any dispute arising between the parties, either party may ask for the dispute to be considered by an independent arbitrator agreed upon by both parties or failing agreement one who is nominated by the President of the local Law Society. All costs of the arbitration shall be met in full by the party against whom the decision is made.
Law and Language

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

Cancellation

You have the right to cancel this policy within fourteen days of the date upon which you receive your confirmation letter or email, subject to no claim being made upon the policy.

Cancellation of this policy is subject to the cancellation of the motor insurance policy. A refund will be provided in accordance with the cancellation terms of the motor insurance policy. If you do not exercise this right to cancel your policy it will remain in force for the term of the motor insurance policy. After this 14 day period you can cancel at any time in accordance with the cancellation terms of the motor insurance policy. Cancellation will incur administration charges that are payable to EUI for the cost of arranging and handling your policy. Details of these fees are given in ‘Additional Charges and Cancellation of your Motor Insurance Policy’ included in your welcome and renewal documents.

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

Please note your Motor Legal Protection Policy will be cancelled if your motor insurance policy is declared void or ceases to be in force for any reason.

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

FSA Registration Details

Composite Legal Expenses Ltd is authorised and regulated by the Financial Services Authority (FSA Registration: 308979).

AmTrust Europe Limited is authorised and regulated by the Financial Services Authority (FSA Registration: 202189) and is a member of the Association of British Insurers (ABI). Homestate: United Kingdom.

Complaints procedure

We are committed to providing you with a first class service at all times. If, however, you are not happy with any part of the service you have received then you should contact the administrator.

The Managing Director, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.

Tel: 02920 222033

E-mail: complaints@composite-legal.com

If we have given you our final response or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 March Wall, London E14 9SR.

Tel: 0800 0 234 567

free for people phoning from a ‘fixed line’ (eg. a landline at home).

OR 0300 123 9 123

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

Financial Services Compensation Scheme

Amtrust and EUI limited are covered by Financial Services Compensation Scheme (FSCS). If any firm is unable to meet their obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim. Cover for the claim or policy is provided at 90%.

You can get further information about the compensation scheme arrangements from the FSCS. The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London E18BN.

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk
Free Legal Helpline:
In addition to the services that Cordner Lewis Solicitors may offer pursuant to this policy in its capacity as an authorised representative, Cordner Lewis Solicitors also offer you, your family and friends free advice in an initial telephone call on any matter involving injury or disease, not just road traffic accidents.
Just telephone **0800 856 6777**.
The helpline is available:
Monday to Friday: 8am - 9pm Saturday: 9am - 5pm Sunday: 10am - 4pm.
Don’t forget...

You could save money on more than just your car insurance. Go to diamond.co.uk for a full range of additional products at very competitive prices including...

**Household Insurance 0871 882 8247**

*Calls to 0871 numbers are charged at 8p per minute plus network extras.*

We recognise the value you place on your home and its contents. We have teamed up with a household insurance provider to ensure that you have the peace of mind that comes from having the right cover at the right price.

**Breakdown Cover 0871 882 2200**

*Calls to 0871 numbers are charged at 8p per minute plus network extras*

Diamond has teamed up with a Breakdown provider to offer a range of cover levels to suit most people from Local to National and even European level of cover, all with great service, benefits and price.