

## What is Covered

In the event of Your Vehicle being declared a Total Loss, This Insurance will pay the difference between the Vehicle Value at the Point of Total Loss and the cost of a Replacement Vehicle matching the original Vehicle specification.

If You purchased Your Vehicle under a finance agreement (except where the policy is transferred) and the Outstanding Finance Balance at the Point of Total Loss is greater than the Replacement Vehicle cost, This Insurance will pay the difference between the Vehicle Value at the Point of Total Loss and the Outstanding Finance Balance.

Cover will include up to a maximum of £250 motor insurance excess.

The maximum amount We will pay is restricted to the claim limit shown in the Schedule.

### Customer Purchase Additional Options

#### Negative Equity (NE)

Subject to an additional premium being paid (identified by 'Negative Equity' in the additional option section of the policy Schedule) cover will include up to a maximum of £2,000 Negative Equity carried forward from a previous agreement financed within the original finance agreement.

## What is Not Covered

### This Insurance does not cover: -

1. Any claim where the Total Loss is not subject to an indemnity under the relevant sections of Your motor insurance policy.
2. Any claim where You have the option to receive a Replacement Vehicle under the terms of Your Motor Insurance Policy in respect of the Total Loss of Your Vehicle. (The balance of this cover can be transferred to the Replacement Vehicle on request).
3. Negative Equity (unless additional premium has been paid) or the cost of fuel and road fund license fees.
4. Any outstanding premium deducted under the Motor Insurance Policy or claims excess above £250 or that is recoverable from a third party or other source.
5. Any claim where the GAP loss is covered by any other insurance or warranty, compensation for loss of use of Your Vehicle or any resultant loss of any kind.
6. Any claim where the Total Loss is caused by an accident when the driver of Your Vehicle is under the influence of alcohol or drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving is given.
7. Any claim where the Total Loss occurs outside the Geographical Area or arises as a consequence of war, terrorism, civil commotion or riot.
8. Any claim which is the subject of fraud or dishonesty.
9. Theft committed by any person who has authorised access to the keys of Your Vehicle.

10. Vehicles that:
  - are not listed in Glass's Guide;
  - have been modified other than in accordance with the manufacturer's specification;
  - are used as a taxi or minicab, or an emergency vehicle;
  - are heavy goods vehicles over 3,500 kg GVW;
  - are mini-buses over 19 seats;
  - are quad bikes or trikes;
  - are used for road-racing, rallying, pace-making, speed testing, or any other competitive event;
  - is driven by any person not holding a valid, current licence to drive Your Vehicle, except in the event of theft.
  - have a Purchase Price in excess of £75,000 not fitted with a Thatcham or manufacturer approved tracking device.
11. Qualifying VAT if You are VAT registered.

## Welcome

Thank you for choosing Direct Gap for Your GAP Insurance. It is important that You read this document as it contains the full terms and conditions of This Insurance.

If You have any questions regarding the cover, please contact the Direct Gap Customer Services team on 0800 012 2400. We will be happy to help.

Direct Gap is a trading style of Motor Gap Limited, Hawkstone House, Valley Road, Hebden Bridge, HX7 7BL Registered in England, Company number 7109212. Motor Gap Limited is Authorised by the Financial Conduct Authority, Financial Services Register number 516846.

This Insurance is underwritten by Enterprise Insurance Company Plc (the Insurer), registered in Gibraltar No 89698, whose registered office is Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar, and effected through Motorway Direct Plc (the administrator for the Insurer).

Enterprise Insurance Company Plc is authorised and regulated by the Financial Services Commission in Gibraltar and is licensed to operate in the United Kingdom by the Financial Conduct Authority, under Financial Services Register number 402277.

This Insurance is administered and claims are handled on behalf of the Insurer by Motorway Direct Plc.

Motorway Direct Plc is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Register number 311741. Registered Office; Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. Registered in England & Wales No. 03222540. Group VAT registration: 804 0501 84.

The Insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our obligations to You. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. You can learn more about this scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0800 678 1100 of 0207 741 4100.

For details of authorised firms visit the FCA website on [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA consumer helpline on 0800 111 6768.

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## How to make a claim

1. You must notify Us of any possible claim under This Insurance as soon as possible. You are advised not accept a settlement offer from Your Motor Insurer without Our agreement. Please call Us on 0844 854 1507 or email gapclaims@motorwaydirect.co.uk.
2. We will provide You with a vehicle valuation and send You a claim form.
3. You must complete the claim form in full and return it to Us.
4. You must supply all information and assistance which the Insurer may require in establishing the amount of any payment under This Insurance.
5. Subject to receiving all necessary information and supporting documentation, where applicable any settlement will be made directly to the finance company on Your behalf.

Where the Vehicle was not purchased under a finance agreement, the GAP claim settlement will be paid directly to You within 14 days of receiving all necessary information and supporting documentation.

## Understanding This Insurance

### What the terms mean

Any word or expression used in this document to which a specific meaning has been attached will have that same meaning throughout This Insurance and will appear with an initial capital letter.

1. **Geographical Area** means England, Wales, Northern Ireland, Scotland, Isle of Man and the Channel Islands. Cover also applies to member countries of the European Community and any other country for which an International Motor Insurance Certificate (Green Card) is effective on Your Vehicle at the Point of Total Loss up to 60 days in any one trip.
2. **Glass's Guide** means the car values guide published monthly by Glass's Information Services Limited used by the Insurance Industry in assessing vehicle values.
3. **Insurer** means Enterprise Insurance Company Plc, Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar, who are authorised and regulated by the Financial Services Commission.
4. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the Insured Vehicle.
5. **Negative Equity** means any finance balance carried forward from Your previous vehicle less any part exchange allowance made.
6. **Outstanding Finance Balance** means the amount owing to the finance company at the Point of Total Loss, less any arrears, rebates or refunds for any insurance products financed.
7. **Period of Insurance** means the period this policy lasts for, as stated in the Schedule, except where a claim is made on this policy, in which case the policy will end when that claim is concluded.
8. **Point of Total Loss** means the date and time of the incident that gives rise to Your claim for the Total Loss of Your Vehicle.
9. **Policy Start Date** means the date on which This Insurance starts as shown in the Schedule.
10. **Purchase Price** means the invoice price of Your Vehicle, including factory fitted options and any discount given plus up to £1,500 of dealer fitted accessories, non transferable warranty charges or insurance premiums and paint protection applications.

If This Insurance is purchased more than 180 days after the Vehicle purchase date or in the event of a policy transfer, the Purchase Price will be based on the Glass's Guide Retail Value applicable at This Insurance Policy Start Date or date of the policy transfer.

Where a bona fide purchase invoice from a VAT registered garage cannot be provided, the Purchase Price will be based on the Glass's Guide Retail Value applicable at the date of policy purchase.

11. **Replacement Vehicle** means the Replacement Vehicle provided to You in settlement of Your claim under This Insurance, being a vehicle matching the original Vehicle specification or an equivalent superseding model in the event this is no longer available. Where the original Vehicle was purchased as a Used Vehicle, the cost of the Replacement Vehicle will be based on a similar age and mileage of the original Vehicle when it was purchased by You. The cost of the Replacement Vehicle will include up to £1,500 of dealer fitted accessories, non transferable warranty charges or insurance premiums and paint protection applications that were supplied with the original vehicle, applicable first registration fees and delivery charges, plus any discounts available. This Insurance will not cover the cost of any additional manufacturer or dealer fitted accessories, fuel, road fund licence fee, warranty charges, insurance premiums or paint protection applications.

If This Insurance is purchased more than 180 days after the original Vehicle purchase date or in the event of a policy transfer, the Replacement Vehicle cost will be based on the Vehicle Value at This Insurance Policy Start Date or date of policy transfer.

12. **Schedule** means the part of This Insurance that contains details of You, Your Vehicle, cover selected, the Period of Insurance and claim limits.
13. **This Insurance** means the cover detailed in this policy document.
14. **Total Loss** means that You have claimed under Your Motor Insurance, Your claim has been agreed, Your Vehicle has been forfeited (title of the vehicle transferred to the Motor Insurer) and a payment made following the incident that rendered Your Vehicle beyond economic repair.
15. **UK** means the United Kingdom, Channel Islands and Isle of Man.
16. **Vehicle** means the Vehicle described in the Schedule.
17. **Vehicle Value** means the value of Your Vehicle based on the Glass's Guide Retail Value for purchasing or replacing Your Vehicle with one of the same make, model, trim level and recorded mileage, applicable at the Date of Purchase/transfer or at the Point of Total Loss. There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on the Vehicle Value.
18. **We / Us / Our** means Motorway Direct Plc.
19. **You / Your / Yourself** means the Insurance holder named in the Schedule, being the registered keeper of the Vehicle, person/company named as the hirer/leasee in the contract hire/leasing agreement covering the Insured Vehicle; and as the person named as the policy holder or named driver on the Motor Insurance policy.

## General Conditions

1. Your Vehicle must be insured by a Motor Insurer authorised and regulated in the UK. If You only have third party, fire and theft insurance You can only make a claim on This Insurance for Total Loss due to fire or theft.
2. For This Insurance to become effective, Your Motor Insurer must declare Your Vehicle a Total Loss, make a payment to You in settlement of Your claim, and the Vehicle forfeited.
3. You must take all necessary precautions to safeguard the Vehicle against loss or damage. Where the Vehicle is left unattended all security devices or immobilisers must be activated, doors locked, windows closed and all keys removed from the Vehicle.
4. Unless the Insurers have agreed otherwise in writing, this Contract of Insurance will be governed by English law.
5. In the event of a Total Loss, You must contact Us as soon as possible. You are advised not to accept a settlement offer from Your Motor Insurer until You have contacted Us, and We have given Our consent to do so. We reserve the right to seek an increased motor insurance settlement on Your behalf.
6. Failure to pay any premium instalment will result in the immediate suspension of cover and may result in cancellation. In the event of a claim, We will offset any outstanding premium against Your claim settlement.
7. We may take action in Your name against any person including but not limited to Your Motor Insurer to recover any money We pay in settlement of Your claim. You must give Us assistance.

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## Cancellation

You may cancel This Insurance within 30 days of the start date and You will receive a full refund. However if a claim has been submitted during this period, no refund will apply.

After 30 days, provided that no claim has been made, You may cancel this Insurance and receive a pro rata refund of the premium paid for each complete unexpired months cover, calculated at the date the cancellation request is received by Direct Gap. A £35 cancellation fee will apply.

Any return of premium will be processed by Direct Gap. If You would like to cancel This Insurance, please contact Direct Gap Customer Services team on 0800 012 2400.

## Transfer

If You sell Your Vehicle, provided that no claim has been made under This Insurance, You may transfer the remaining cover to the Replacement Vehicle, subject to Our agreement. No fee will apply for this transfer. A new Schedule will be issued confirming the Replacement Vehicle details. Where the Replacement Vehicle is deemed to be of a higher value an additional premium may be required. Cover will not include any refinancing.

In the event of bereavement, the remaining benefits of This Insurance may be transferred to the policyholder's spouse or partner.

If You would like to transfer This Insurance, You must call Direct Gap Customer Services team on 0800 012 2400.

A new Schedule will be issued confirming the replacement vehicle details.

Only one transfer is permitted during the Period of Insurance.

### Important Note

If at any time This Insurance which We arranged for You is subsequently cancelled by the Insurer, We may arrange and enter in to a new contract with another Insurer ("New Policy"), acting as Your agent on Your behalf. We will give You advance notice of any changes to the terms of the New Policy. This term can apply to more than one New Policy. You may at any time cancel the authority contained in this clause by giving Us written notice, although Your notice will not affect New Policies entered into before We receive Your notice.

## Our commitment to good service

We hope You will be completely happy with This Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

### If You need to complain

#### Complaints about the sale of This Insurance

If You have any concerns regarding the sale of This Insurance, please in the first instance contact Direct Gap on 0800 012 2400.

#### Complaints about This Insurance

Please contact Our GAP Administration team either by telephone on 0844 854 1507, or by e-mail to gapclaims@motorwaydirect.co.uk. Alternatively write to Us at Motorway Direct Plc, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

We will acknowledge Your complaint within 5 working days. We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within 8 weeks. However if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within 8 weeks of Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service for help and advice.

- Phone: 0800 023 4567 or 0300 123 9123
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

#### Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the Insurer cannot complete Their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0800 678 1100 or 0207 741 4100.

**Please make sure You always quote Your policy number from the Schedule.**

**This complaints procedure doesn't affect Your statutory rights.**

## Data Protection

For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is Motorway Direct Plc, (Company No: 3424538 England), Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. We will share the information You provide, together with other information, only with Our Motorway Direct Plc group companies and for administration purposes only.

We or the Insurer may transfer Your information outside of the European Economic Area, for example the United States of America. We or the Insurer will only do this where it is necessary for the conclusion, or performance of a contract between You and Us or the Insurer, or that We or the Insurer enter into at Your request, in Your interest, or for administrative purposes.

When You have given Us information about another person, You confirm that they have authorised You to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of Your information (for which We will charge a small fee) and to ask that any inaccuracies are corrected. We may record telephone calls for staff training and evidential purposes.

### Sensitive data

If You have given Us consent to use Your sensitive personal data (e.g. if appropriate, health data for Our registration under the Motability Scheme), it will only be processed in order to provide the service requested.

## How to contact us

Claims Line.....0844 854 1507

Claims Fax.....0844 854 1506

GAP Administration .....0844 854 1507

e-mail.....[gapclaims@motorwaydirect.co.uk](mailto:gapclaims@motorwaydirect.co.uk)