



Scratch & Dent Insurance

Your Policy Terms and Conditions

Thank you for choosing Motorway Direct Scratch & Dent Insurance to protect Your Vehicle. It is important that You read this Document as it contains the full terms and conditions of this Insurance. Details of the cover selected will be shown in the schedule issued to You by the Seller. If You have not received a schedule within 14 days from the date of purchase or You have any questions regarding the cover, please contact Our customer services team on 03300 555 262. We will be happy to help.

Important information

The insurance is provided on a non-advised basis so we will not make a personal recommendation to you about the suitability of this plan for your demands and needs. As such it is your responsibility to decide whether this protection meets your demands and needs.

We will be happy to provide you with factual information to assist you in making an informed buying decision. All insurance policies have exclusions and restrictions. You should read the policy documentation carefully to make sure it provides the cover you need. You should take the opportunity to review and question any items that are unclear to you.

By proceeding to purchase this cover you confirm that:

- You were happy to do so at both the premium and terms indicated,
- The protection was affordable to you, and
- You did so on a non-advised basis.

You may need to review and update your cover from time to time to ensure that it remains adequate.

Direct GAP Company has not provided you with any personal recommendations or advice about whether this product meets your specific insurance requirements.

What is covered

Subject to the terms and conditions as described in this document, this insurance policy covers the following services:

Scratch & Dent

Chips and Scratches	Repair scratches made by stone chips, key scratches etc, and consistent with damage limited to the dimensions of the Template
Scuffed Bumpers	Repair dents and scuffs on painted or textured finish bumpers to match existing finishes.
Ding & Dent Removal	Dings and Dents limited to the dimensions of the template manipulated back to original shape without the need for re-spraying

Cover is limited to a maximum of 2 Incidents per year.

Each valid claim is subject to a £25 claims excess.

This insurance will only cover Minor Repair Damage to Your Vehicle to a metal body panel not exceeding 150 mm in diameter and where such panel has not been ripped, perforated or torn. As a guide it should be noted that Minor Repair Damage that covers an area greater than the size of the Template will not be covered by this policy.

No repair will be identical to an automotive factory finish, which is machine-sprayed to tolerances beyond human capability. Hence no possible repair will ever be 'as good as new'. We and the Repair Organisation discharge Our obligations under any repair agreement by providing a good quality, hand-completed aftermarket repair. In normal circumstances, such a repair is unlikely to be detected by a casual examination of the Vehicle by an untrained observer unaware of the previous damage location.

What is not covered

This insurance does not cover the following:

- Damage that pre existed before the Policy Start Date or within the Waiting Period.
- Any damage showing evidence of rust, corrosion or hail impact.
- Damage reported more than 14 days after discovery.
- Any damage caused by stickers or decals.
- Beading, moulding, locks and handles and any repair involving accessories, door mouldings, window mouldings, lamps of any sort or any window panel.
- A defect which is deemed not to be Accidental Damage.
- General wear and tear, neglect or poorly maintained finish.
- Any resultant loss or third party claims, bodily injury, road hazard, fire damage or any other losses beyond the actual scope of cover.
- Any repairs if they are covered by another insurance policy or motoring breakdown organisation recoverable from a third party.
- Damage to flat panels such as bonnet or roof where invisible repairs cannot be performed or where damage requires a body shop repair.
- Any repair estimate over 5 hours to complete.

You will be responsible for:

- any repair commenced or carried out without prior authorisation or reported more than 14 days after discovery.
- costs incurred in the event the reported damage exceeds the Template parameters.
- any repair work completed by the Repair Organisation that falls outside the scope of this policy.

Eligibility

This insurance is available for passenger cars, vans and light commercial vehicles up to 3,500kg GVW that are registered within the Geographical Limits.

This insurance does not cover vehicles that:

- are used for hire or reward (e.g. taxi or driving tuition);
- have been modified (unless We have agreed this before Policy Start Date);
- have been previously recorded as an insurance total loss;
- are used for road-racing, rallying, or any other competitive event;
- are motorcycles, scooters, three wheeled vehicles, quad bikes, caravans, motorhomes, trailers or boats;
- are delivery courier fleet vehicles.
- are used for business use other than journeys to and from a permanent place of work.

Insurer

This Insurance is underwritten by AmTrust International Underwriters DAC, a company registered in Ireland under Registration No. 169384 and whose Registered Office is at 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters DAC is authorised and regulated by the Central Bank of Ireland and is licenced to operate in the United Kingdom under a Freedom of Services basis as directed by the European Communities (Non-Life Insurance) Framework Regulations, 1994, under Registration No 203014.

This Insurance is administered and claims are handled on behalf of the Insurer by Motorway Direct Plc under AmTrust International Underwriters DAC agreement number 105/1/16176/13.

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. 3222540. Group VAT registration: 804 0501 84.

For details of authorised firms visit the FCA website on www.fca.org.uk or by contacting the FCA consumer helpline on 0800 111 6768.

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 or by phoning 0800 678 1100 or 0207 741 4100.

Making a claim

If You think that You have a claim which may be covered by this insurance, You must contact Us in the first instance. The claims telephone number is: 03300 555 256. We will arrange for an independent specialist from Our Repair Organisation to assess any damage. Repairs must not be started until We have given authority.

We will require the following information, so please have this to hand when telephoning:

- Your Policy number and Vehicle registration number.
- Current mileage on Your Vehicle.
- Confirmation that the damage meets the criteria of the policy.
- A photograph of the damage ready to email to Us.

Please note

Our claims department is open from 9.00am to 5.00pm Monday to Friday. The office is closed on Saturday and Sunday.

The repair service is provided by arrangement with the Repair Organisation subject to availability. The Repair Organisation will assess the damage to Your Vehicle and provide an estimate of costs.

All requests for the repair service must be made to Us using the contact instructions provided by Us. If You contact the Repair Organisation or one of its franchisees direct, You will have to settle the bill and We will be under no obligation to reimburse You.

If for any reason, including but not limited to inclement weather, the Repair Organisation is unable to carry out the repair or collection at the time date or location indicated, any and all liability incurred by Us and / or the Repair Organisation as a result shall be discharged by the Repair Organisation making an offer to conduct the repair at an alternative time date or location convenient to both parties, whether or not such time date and location is identified or such offer is accepted.

Repairs may be completed at a location agreed with You, or at the Repair Organisation's nominated location. The Repair Organisation has absolute discretion to decide on the location for the repair. This decision may be changed, including on the date of the booked repair, as variable factors including but not limited to weather and available light affect the decision. If the Repair Organisation decides that the repair should be completed at a location other than that originally envisaged, You must authorise the Repair Organisation to remove the Vehicle to such an appropriate location. Removal and return of the Vehicle in these circumstances will be a service provided by the Repair Organisation at no further charge.

You are entitled to make claims limited to a maximum of 2 repairs during any one 12 month Period of Insurance.

We reserve the right to refuse to provide or arrange repair where:

- a) You are not with Your Vehicle at the time of the repair and You are unable to be present at the time of repair;
- b) in Our / the Repair Organisations opinion, Your Vehicle is dangerous, over laden or unroadworthy;
- c) in Our / the Repair Organisations opinion due to the circumstances surrounding Your request for service; the giving of service would involve any breach of the law;
- d) in Our / the Repair Organisations opinion, there has been an unnecessary delay in reporting the Accidental Damage and requesting the repair service, causing there to be further damage to Your Vehicle;
- e) You cannot produce a valid Policy number (or appropriate receipt) and some other form of identification. If these cannot be produced, and We are unable to verify that the appropriate entitlement is held, We reserve the right to refuse service;
- f) in Our / the Repair Organisations opinion that You:
 - i. or anyone accompanying You, is behaving or has behaved in a threatening or abusive manner to the agents, or to any third party contractor, or
 - ii. have falsely represented that You are entitled to services that You are not entitled to, or
 - iii. have assisted another person in accessing policy services to which they are not entitled, or
 - iv. owe Us money with respect to any services, spare parts or other matters provided by Us or by a third party on Our instruction.

The Repair Organisation undertakes to carry out the repairs indicated on their estimate only. If it becomes clear during the repair that further work is necessary to properly complete the repairs outlined on the estimate, any additional costs will remain the responsibility of the Insured customer. Further work that does not increase the estimate price may be proceeded with without the requirement for customer authorisation.

It is Your responsibility to advise the Repair Organisation of any non-original finish areas on the Vehicle. In case of incompatibility with a non-original finish (whether or not notified by You) in these circumstances, the Repair Organisation will not be obliged to complete or rectify any repair and You will not be obliged to make payment. Liability for mutual contractual mistake under this agreement rests with You.

On completion

We will pay the Repair Organisation directly up to the amount authorised. You must make arrangements to cover the excess cost and any costs not covered by this insurance. If You are VAT registered, We will not pay the VAT element of Your claim.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Insurance and will appear with an initial capital letter.

Accidental Damage:

Sudden and unexpected damage occurring at a specific time and caused by external means.

Administrator:

Motorway Direct Plc, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ Tel 03300 555 262.

Geographical Area:

The area in which, this policy is effective namely Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Insurer:

Insurer means AmTrust International Underwriters DAC, 40 Westland Row, Dublin 2, Ireland.

Incident:

Means damage caused as a result of a single occurrence.

Insured, You, Your, Yourself:

The legal owner of the Vehicle which is shown on the schedule.

Minor Repair Damage:

Means chips, minor dents, light scratches and incidents sustained to Your Vehicle during the Period of Insurance caused by day to day motoring which is limited to the repair or restoration of no more than two panels including Bumpers within the template dimensions. Any repairs which are estimated to exceed 5 hours to complete, will not be considered to be Minor Repair Damage.

Period of Insurance:

The length of time that this policy operates as stated on the schedule.

Policy Start Date:

The date on which this insurance starts. This will be shown in the schedule, and is subject to the Waiting Period.

Repairer:

A franchisee or an appointed representative of a franchisee of the Repair Organisation.

Repair Organisation:

The service provider nominated or agreed by us to carry out repairs to Your Vehicle.

Resultant Loss:

Any other costs that are directly or indirectly caused by the event which led to Your claim unless specifically stated in this insurance.

Seller:

Means the appointed selling dealer or agent through whom this insurance was arranged.

Template:

Template supplied as an aid to identify damage covered by this insurance.

Vehicle:

The Vehicle detailed on the schedule which has been registered for cover with Us of which You are the registered keeper and which You have Insured with an FCA authorised motor insurer.

Waiting Period

Means the first 30 days following the inception of this Insurance during which time no claim will be accepted.

We, Us, Our:

Means Motorway Direct Plc.

General Conditions

By taking out this insurance You agree to comply with the following conditions. If You do not comply with them, We may choose to cancel this insurance, refuse to deal with Your claim, or reduce the amount of Your claim.

- Cover will commence on the Policy Start Date and run for the Period of Insurance as stated on Your schedule. You cannot however make a claim in the first 30 days of Your first Period of Insurance
- If You, or anyone acting on Your behalf or with Your knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, We will not pay that or any other claim. We will also take necessary action to recover any previous paid claims, declare the insurance void and may take legal action. We will not refund any premium.
- You cannot transfer this insurance to another vehicle or owner.
- This insurance is in addition to Your legal rights if Your Vehicle is found to be unfit for use or not of satisfactory quality.
- This insurance covers You only within the United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man.
- 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 may offset any outstanding premium against Your claim settlement.

Cancellation

- You may cancel this insurance within 14 days of the Policy Start Date or the date on which You receive the contractual terms and conditions whichever occurs the later and obtain a full refund by contacting Our customer services department. If We have made a claim payment to You or on Your behalf during this time the total value of claims paid will be deducted from any refund due. Any refund of premium will be processed by the selling dealer.
- After 14 days You may cancel this insurance but no refund of premium is available.
- We or the Insurer may cancel this insurance by writing to You and giving You 14 days notice. We will write to Your last known address. If We cancel this insurance We will refund to You the unused part of Your premium, calculated pro-rata.

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 contact the Seller.

Complaints about this Insurance

Please contact Our GAP Administration team either by telephone on 03300 555 257, or by e-mail to customerservices@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
- Website: www.financial-ombudsman.org.uk
- Email: complaint.info@financial-ombudsman.org.uk
- Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS and You may be entitled to compensation from the scheme if the Insurer cannot complete its 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 or by phoning 0800 678 1100 or 0207 741 4100.

The European Union offers an Online Dispute Resolution Platform which may assist some customers with a complaint. You can access this platform at www.ec.europa.eu/consumers/odr.

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

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 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.

Law applicable to this policy

Unless We have agreed otherwise the laws of England and Wales will govern this Insurance and the courts of England and Wales will have jurisdiction to hear any disputes regarding Your policy.

How to contact us

Please read this Insurance document carefully and keep it safe along with the schedule. You will need these documents should You need to make a claim.

Important telephone numbers

Motorway Direct Plc

Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ

Claims Line.....03300 555 256

Claims Fax.....03300 555 254

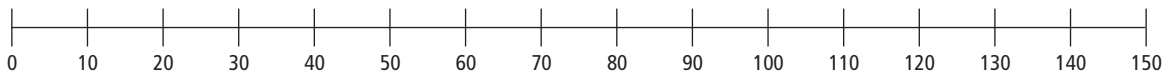
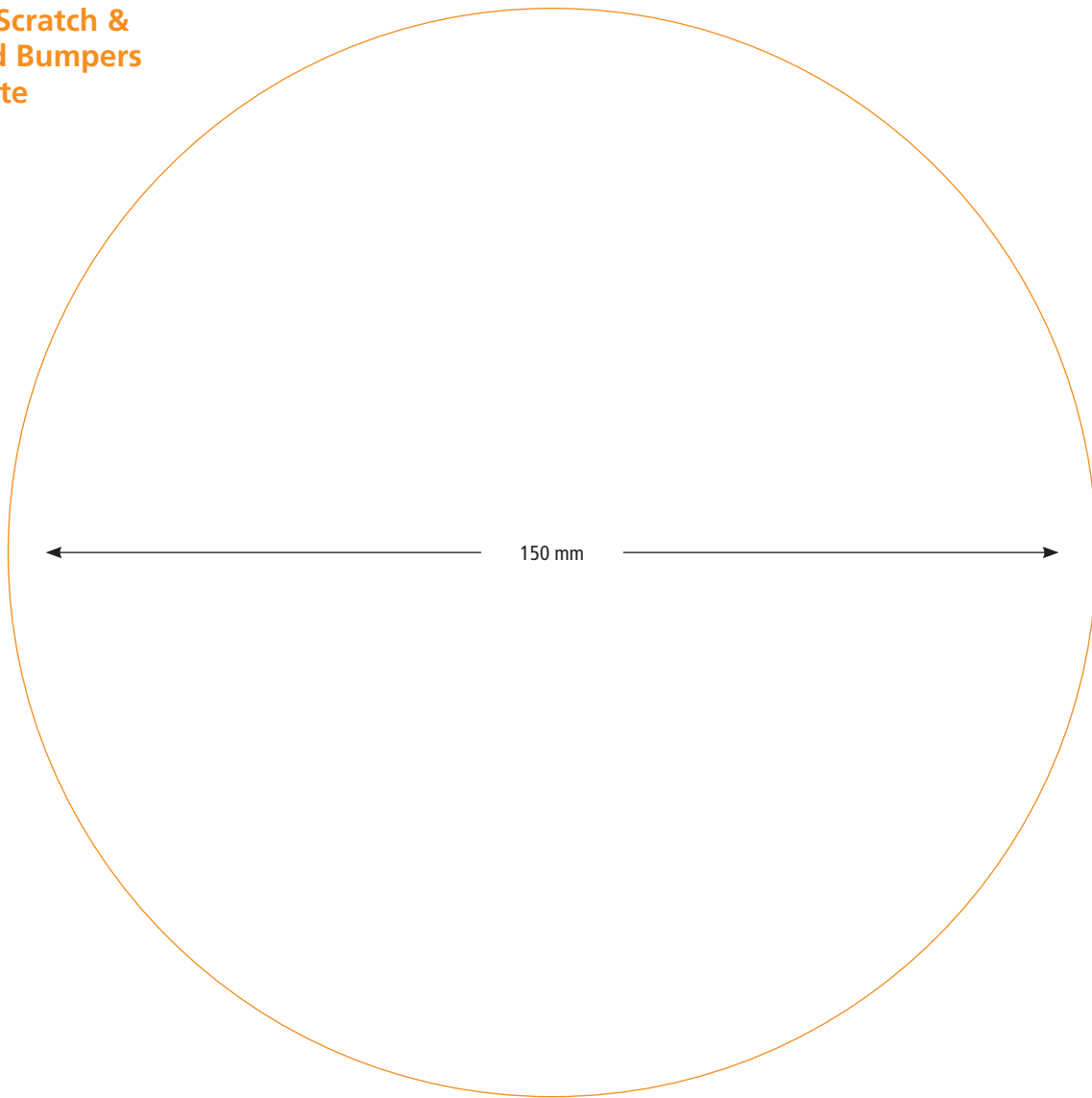
GAP Administration Team03300 555 256

e-mail..... gapclaims@motorwaydirect.co.uk

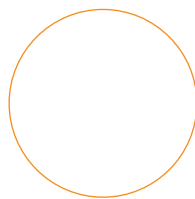
Telephone calls may be monitored and recorded for quality assurance and compliance.

Repair coverage templates.

**Chips, Scratch &
Scuffed Bumpers
template**



**Ding & Dent
template**



25 mm