## Complimentary 14 Day Drive Away GAP - Policy Summary

Please note that this Policy Summary does not contain the full terms and conditions of the insurance product. Full terms and conditions can be found in the insurance document

### Important

You must register for this free cover within 30 days of the vehicle purchase date. This offer is limited to one policy per customer.

## What is Covered

DIRECT

In the event of Your Vehicle being declared a Total Loss, This Insurance will pay the difference between the Motor Insurers Settlement at the Point of Total Loss and the Purchase Price paid for Your Vehicle.

This Insurance is a complimentary cover which will last for 14 days from the start date as shown on the Schedule.

In the event of the Vehicle being declared a Total Loss, during the period of free cover, This Insurance will pay the difference between the Purchase Price and the Motor Insurers Settlement.

The maximum amount We will pay is limited to £5,000.

## **Main limitations and exclusions**

#### Your GAP Insurance does not cover

- 1. Any claim where This Insurance was registered more than 30 days from the Purchase Date.
- 2. Any claim where the Total Loss is not subject to an indemnity under the relevant sections of Your motor insurance policy.
- 3. Any outstanding premium, claims excess deducted by Your Motor Insurer, or any deductions made from the Motor Insurers settlement for Vehicle condition or pre-accident damage.
- 4. Any claim where You have the option to receive a Replacement Vehicle under the terms of Your Motor Insurance Policy (new for old) in respect of the Total Loss of Your Vehicle.
- 5. Any claim where the Total Loss occurs outside the Geographical Area or arises as a consequence of war, terrorism or civil commotion.
- 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 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.

- 8. Any claim which is the subject of fraud or dishonesty.
- 9. Qualifying VAT if You are VAT registered

## **Eligibility**

Most passenger vehicles or vans up to 3,500kg GVW can be covered, other than vehicles that;

- are not listed in Glass's Guide;
- have been previously recorded as an insurance total loss;

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- have been modified from the manufacturer's specification (unless agreed by the Motor Insurer);
- are used as a taxi or minicab (unless additional premium has been paid), used for any other type of hire or reward, including peer to peer vehicle rental & short-term rental schemes and emergency vehicles;
- are heavy goods vehicles over 3,500Kg GVW;
- are mini-buses over 19 seats;
- are quad bikes or trikes;
- are used for road-racing, rallying, or any other competitive event;
- have a Purchase Price in excess of £75,000 (unless agreed by us) and that are not fitted with a Thatcham or manufacturer approved tracking device.
- Qualifying VAT if You are VAT registered.

## Welcome

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 policy is a contract between you and the Insurer, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

## How to make a claim

 You must notify Us of any possible claim under This Insurance before You accept any settlement offer from Your Motor Insurer, but in any event within 30 days from the Point of Total Loss. Please call Us on 01422 756028 or email gapclaims@directgap.co.uk

- 2. We will send You a claim form, we will also provide You with a vehicle valuation on which the Motor Insurers settlement should be based. You must not accept any settlement offer from Your Motor Insurer until You have been provided with the valuation and obtained Our agreement to do so. If You accept the Motor Insurers offer without Our agreement, the Insurers liability under This Insurance will be based on the Glass's Guide Retail Value at the Point of Total Loss.
- 3. You must fully complete the claim form and return it to Us.
- 4. You must supply all information and assistance which the Insurer may reasonably require in establishing the amount of any payment under This Insurance. Details of all information/ documentation required will be confirmed at the time when We issue the claims form.

#### **Please Note**

Our claims department is open from 9.00am to 5.00pm Monday to Friday. We are closed on Saturdays and Sundays.

## **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.
- 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.
- 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.
- 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.
- If you accept any Motor Insurers Settlement offer without first obtaining Our agreement to do so, settlement under this Gap insurance will be based on the Glass's Retail valuation applicable at the date of the Total Loss.
- 7. This Insurance is a 14 day complimentary cover which cannot be cancelled or transferred to a new vehicle or owner.

## 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 or the Insurance Policy**

If You have any concerns regarding the sale of the insurance policy or the insurance policy itself, then please contact Direct Gap on 01422 756100 or by email to gapclaims@directgap.co.uk.

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

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.

This complaints procedure doesn't affect Your statutory rights.

# 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 or by phoning 0800 678 1100 or 0207 741 4100.