



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.

Welcome

Thank you for choosing Direct Gap to provide Your policy. 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 01422 756100, who 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 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.

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.

What is Covered

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.

What is Not Covered

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;
- 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.

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

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.

You must fully complete the claim form and return it to Us.

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.

Subject to receiving all necessary information and supporting documentation, Your claim will normally be settled within 10 working days.

Where applicable the settlement will be made directly to the finance company on Your behalf.

Please Note

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

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.
2. **Insurer / They / Their** means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218)
3. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the Vehicle.
4. **Motor Insurers Settlement** means the Motor Insurers loss valuation less any outstanding premium or claims excess, including any deductions made by the Motor Insurer for Vehicle condition or pre-existing damage, any modifications, absence of service record or other such deductions.
5. **Purchase Price** means the invoice price of Your Vehicle, including factory fitted options and any discounts given.
6. **Schedule** means the part of This Insurance that contains details of You, the Vehicle, start cover date and claim limit.
7. **This Insurance** means the cover detailed in this policy document.

8. **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.
9. **Vehicle** means the insured vehicle detailed on Your Schedule.
10. **We / Us / Our** means Motorway Direct Plc.
11. **You / Your / Yourself** means the insurance holder named in the Schedule, being the registered keeper of the Vehicle, the authorised user, or the person / company 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 for its full market value. 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. If the Motor Insurer reduces the amount it pays under Your Motor Insurance Policy because of Your contributory negligence or due to the condition of the insured Vehicle, We will reduce the amount We pay under this policy by the same percentage. Motor Trade Policies are excluded from this policy unless the vehicle is insured for its full market retail value.
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. 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.
6. 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 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.

Data Protection Act

The Insurer are the **Data Controller** for the data **You** provide to **Us**. **They** need to use **Your** data in order to arrange **Your** insurance and associated products.

You are obliged to provide information without which **They** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **The Insurers** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **They** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Their** enquiries, which may be seen by other companies who make their own credit enquiries. If **You** provide false or inaccurate information and **They** suspect fraud, **They** will record this.

The Insurer and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Them** with satisfactory proof of identity.

They process all data in the UK but where **They** need to disclose data to parties outside the European Economic Area (EEA) **The Insurer** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Their** legal position, **They** will retain **Your** data for a minimum of 7 years. **They** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Them** for a copy of the data **They** hold, have it corrected, sent to a third party or deleted (subject to **Their** need to hold data for legal reasons). **They** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **They** have handled **Your** data, **You** can contact **The Insurer** and **They** will investigate the matter. If **You** are not satisfied with **Their** response or believe **They** are processing **Your** data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

How to contact us

Direct Gap Insurance

Hawkstone House, Valley Road, Hebden Bridge, HX7 7JB

Claims Line..... 01422 756 028

Claims email.....gapclaims@directgap.co.uk

