

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 756 100, 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.

Important information

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 are happy to do so at both the premium and terms indicated, and
- the protection is affordable to you.

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

The insurance is provided on a non-advised basis so a personal recommendation to you about the suitability of this plan for your demands and needs will not be made. 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.

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

Demands and Needs

This protection will suit the demands and needs of an individual who owns a motor vehicle and wishes to be provided with a replacement vehicle in the event of a total loss motor insurance claim.

What is Covered

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 cost of a Replacement Vehicle matching the original Vehicle specification, or the Purchase Price, whichever is the higher. Where a Replacement vehicle is not being purchased, settlement will be based on the original Purchase Price.

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 Purchase Price, This Insurance will pay the difference between the Motor Insurers Settlement 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.

What is Not Covered

Your GAP Insurance does not cover

1. A Total Loss is not subject to a claim under the relevant sections of Your motor insurance policy.
2. Any outstanding premium, claims excess above £250 deducted by Your Motor Insurer, claims excess that is recoverable from a third party or other source.
3. Negative Equity or the cost of fuel, surrenderable road fund licence and salvage value.

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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. (The balance of this cover can be transferred to the Replacement Vehicle on request free of charge).
 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. 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.
 10. Qualifying VAT if You are VAT registered.

How to make a claim

1. **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 120 days from the Point of Total Loss. Please call Us on 01422 756 028 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.
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.
5. 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. 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
2. **Glass's Guide Retail Value** means the car values guide published monthly by Glass's Information Services Limited used by the Insurance Industry in assessing vehicle values based on the adjusted retail valuation.
3. **Insurer / They / Their** means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218)
4. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the Insured Vehicle.
5. **Motor Insurers Settlement** means the Motor Insurers loss valuation excluding any deductions made by the Motor Insurer for Vehicle condition or pre existing damage, any modifications, absence of service record or other such deductions.
6. **Negative Equity** means any finance balance carried forward from Your previous vehicle less any part exchange allowance made.
7. **Outstanding Finance Balance** means the amount owing to the finance company at the Point of Total Loss relating to the Purchase Price of the Vehicle, less any arrears, rebates or refunds for other insurance products.
8. **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 settlement is made.

9. **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.
10. **Policy Start Date** means the date on which Your Insurance starts as shown in the Schedule.
11. **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, the unexpired portion of any non-transferable warranty charges or insurance premiums, paint protection applications and road fund licence. Where a bona fide purchase invoice from a VAT registered garage cannot be provided, or if This Insurance is purchased more than 180 days after the Vehicle purchase date the Purchase Price will be based on the current Glass's Guide Retail Value applicable at the Policy Start Date of This Insurance

In the event of a transfer where a bona fide purchase invoice from a VAT registered garage cannot be provided and / or This Insurance is transferred more than 180 days after the Vehicle purchase date the Purchase Price will be based on the current Glass's Guide Retail Value applicable at the date of transfer of This Insurance.
12. **Replacement Vehicle** means the value of a Replacement Vehicle matching the original Vehicle specification or an equivalent superseding model in the event the original model is no longer available. The cost of the Replacement Vehicle will include any factory fitted options, first registration and road fund licence fees, delivery charges and any discounts that are available plus dealer fitted accessories, non-transferrable warranty insurance premiums / guarantee fees, or paint protection applications that were supplied along with the original vehicle and detailed on the purchase invoice.
13. **Schedule** means the part of This Insurance that contains details of You, Your Vehicle, cover selected, the Period of Insurance and claim limits.
14. **This Insurance** means the cover detailed in this policy document.
15. **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 or bona fide VAT registered salvage agent) and a payment made following the incident that rendered Your Vehicle beyond economic repair.
16. **UK** means the United Kingdom, Channel Islands and Isle of Man.
17. **Vehicle** means the car, light Van, motorcycle, caravan, motorhome or minibus detailed on Your Schedule.
18. **We / Us / Our** means Motor Gap Ltd.
19. **You / Your / Yourself** means the Insurance holder named in the Schedule, being the registered keeper of the Vehicle, person/company named as the account holder in the finance agreement covering the Insured Vehicle; and as the person/company named as the policy holder or named driver on the Motor Insurance policy.

20. **Data Controller** – The **Insurer and Motor Gap Ltd T/A Direct Gap Insurance**, who determines the purposes and means of processing Your personal data.

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, You must purchase a replacement vehicle, 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 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** within 120 days of the date on which the loss or damage occurred and We can advise You of the current Market Value of Your vehicle. **You must not accept a settlement offer** from Your Motor Insurer until You have contacted Us, and We have given Our consent for You to do so.
6. Failure to pay any GAP premium instalment will result in the immediate suspension of This Insurance and may result in cancellation. In the event of a claim, We will offset any outstanding premium against Your claim settlement.
7. **Consumer Insurance (Disclosure and Representations) Act 2012**
You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:
 - I. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
 - II. To make sure that all information supplied as part of **Your** application for cover is true and correct;
 - III. Tell **Us** of any changes to the answers **You** have given as soon as possible.
 Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

8. Your responsibilities

- a. All **Insured Persons** must:
 - I. Observe the terms, conditions and exclusions of this insurance and **Your Motor Insurance**
 - II. Take all reasonable steps to try to prevent any incident that may give rise to a claim
 - III. Maintain all property and take all reasonable steps to minimise the amount payable under this insurance
 - IV. Report any claim caused by any criminal action to the Police within 24 hours
- b. **Insured Persons** will be entitled to cover under this insurance only if the circumstances, which **You** have confirmed to exist in **Your** application, remain applicable. If during the **Period of Insurance** these circumstances change, **You** must immediately notify **Us**. In such event the **Insurer** reserves the right:
 - I. to charge an additional premium to continue cover;
 - or
 - II. to cancel this insurance.

9. Recoveries/Subrogation

The **Insurer** reserves the right to take legal proceedings in **Your** name, at their own expense and for their own benefit, to recover any costs or damages they have paid out under this insurance to anyone else. If any **Insured Person** recovers any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to **Us**.

10. Disputes

If any dispute between the **Insured Person** and **Us** arises from this policy, the **Insured Person** can make a complaint to **Us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured Person's** concerns the **Insured Person** can ask the Financial Ombudsman Service to arbitrate over the complaint.

11. Assignment

This insurance is between and binding upon the **Insurer** and **You** and their/**Your** respective successors in title, but this insurance may not otherwise be assigned by **You** without the **Insurer's** prior written consent.

12. Waiver

If the **Insurer** or any **Insured Person** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

13. Governing law

This insurance is governed by English law.

14. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

Best Endeavours

Prior to acceptance of any offer, You must be able to demonstrate to The Insurer that You have used Your best endeavours to obtain the maximum settlement under Your Motor Insurance Policy.

If You accept an offer from Your Motor Insurer of less than the current Market Value of the vehicle We reserve the right to seek an increased motor insurance settlement on Your behalf and 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 all reasonable assistance.

Cancellation

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. We may cancel this insurance if in Our opinion You have at any time:

- a. given Us false or incomplete information
- b. agreed to help anyone try to take money from Us dishonestly,
- c. failed to meet the terms and conditions of this insurance
- d. failed to act honestly towards Us.
- e. non-payment of premium.
- f. threatening and abusive behaviour

You may cancel this insurance within 30 days of the policy purchase date and obtain a full refund by contacting Direct Gap. 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 unexpired months cover, calculated at the date the cancellation request is received by Direct Gap. A £35 cancellation fee will apply.

However if a claim has been submitted during this period, no refund will apply.

Transfer

Following the transfer of This Insurance no refund or part return of premium is available.

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. Although where the Purchase Price of the replacement vehicle is greater than the original Vehicle Purchase Price, an additional premium may be required. A new Schedule will be issued to You confirming the Replacement Vehicle details. Cover will not include any refinancing.

Where You purchase a new replacement policy from Direct Gap You may receive a pro rata allowance of the premium paid for each complete unexpired months cover, discounted against the replacement policy, calculated at the date the cancellation request is received by Direct Gap.

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

If you change Your address or Your Vehicle registration number during the period of this insurance, a revised Schedule will be issued confirming the changes without charge.

If You would like to transfer This Insurance, You must contact Direct Gap on 01422 756 100.

Only one free transfer is permitted during the Period of Insurance.

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