

## What we cover

### The Insurance

Subject to the correct premium having been paid, the Insurer will provide cover as detailed in this document.

The purpose of This Insurance is to contribute towards the cost of the repair or replacement of the Tyres fitted to Your Vehicle that have sustained either accidental or malicious damage. This Insurance covers Tyres, including winter Tyres, fitted to the Vehicle provided these are in accordance with the manufacturers original specification and within Legal Limits. Cover is available for passenger cars, light 4 wheel commercials & motorhomes (under 3500 GVW) and motorcycles.

The maximum the Insurer will pay including VAT for any single claim will be limited to the amount shown on the Schedule. The maximum aggregate amount payable throughout the Period of Insurance is limited to 5 tyres (2 for motorcycles).

### Accidental Damage

Cover is provided for the replacement or repair of damaged tyres including the cost of replacement valve and wheel balancing.

### Malicious Damage

Covers the cost of repair or replacement of Tyres that have sustained malicious damage. To claim under this section of This Insurance You must report the incident to the police, and quote Your crime reference number on Your claim form.

### Punctures

Covers the cost of repairing punctured Tyres up to a maximum £50.00.

### Roadside Assistance

If You need to call out help to assist You in dealing with an incident covered by the above, We will pay up to £30.00 towards the cost, within the limit stated on the Schedule.

### European Cover

The Geographic area will be extended to Mainland Europe for up to a maximum of 60 days in any one trip.

### Cover options available

- Tyres up to 16 inch
- Tyres up to 18 inch
- Tyres over 18 inch
- Run Flat and motorcycle tyres

### For the purpose of Clarity:

#### Compensation and costs

This Insurance is a contract of compensation, which means that the Insurer's liability is restricted to Tyres of the same or similar quality and type as fitted to the Vehicle at policy inception.

Not all the cost of the repair will always be covered by This Insurance. Additional repair costs and those not covered by This Insurance must be paid for by You.

## What is not covered

This Insurance will not cover

1. Any claim occurring within 28 days from the insurance Policy Start Date.
2. Damage caused by improper use of the Insured Vehicle, incorrect tyre pressure, wheel alignment, balance, defective steering or suspension.
3. Cosmetic damage

4. Replacement or repair of Tyres required as a result of faulty manufacture or design.
5. Tyres that do not carry an 'E' mark.
6. Tyres that are below the Legal Limit when the incident occurs.
7. Any repairs if they are covered by any other Insurance policy, warranty or guarantee.
8. Any repairs not authorised by Us prior to the repair work being carried out.
9. Your Vehicle if it is used as a taxi or driving tuition vehicle, it has been modified (unless We have agreed this before the Policy Start Date), if it is over 3500kg GVW, if it is used in any sort of race or other competition.

## 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.

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.

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 or 0207 741 4100.

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## Terms used in 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. **Claim Limit(s)** means the maximum single Claim Limit as shown in the Schedule. The maximum amount claimable under This Insurance is limited to five tyres (2 for motorcycles), during the period of cover.
2. **Geographical Area** means England, Wales, Northern Ireland, Scotland, Isle of Man and the Channel Islands.
3. **Insurer / They / Their** 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. **Issue Date** will be confirmed in the Schedule, being the date on which You either concluded the contract of Insurance or the day on which You receive the contractual terms and conditions.
5. **Legal Limit** means the point at which the Tyre fails to comply with the current Road Traffic regulations.
6. **Mainland Europe** means Republic of Ireland, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.
7. **Period of Insurance** means the length of time that This Insurance operates as shown in the Schedule.
8. **Policy Start Date** means the date on which This Insurance starts as shown in the Schedule.
9. **Schedule** means the part of This Insurance that contains details of You, Your Vehicle, Tyre type / size selected, the Period of Insurance and single Claim Limit.
10. **This Insurance** means the cover detailed in this policy document.
11. **Tyre** means any of the Tyres fitted to the insured Vehicle as per the manufacturers specification.
12. **UK** means the United Kingdom, Channel Islands and Isle of Man.
13. **Vehicle** means the Vehicle shown in the Schedule.
14. **We / Us / Our** means Motorway Direct Plc.
15. **You / Your / Yourself** means the Insurance holder named in the Schedule.

## How to make a claim

### Important

When We authorise a claim We will do so by issuing a unique claim authorisation number. Repairs must not be started until We have given this number to You or Your garage.

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: 0844 854 1500 or e-mail [claims@motorwaydirect.co.uk](mailto:claims@motorwaydirect.co.uk)

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

- Your Policy number and Vehicle registration number.
- Current mileage of Your Vehicle.

### Please note

Our claims department is open from 9.00am to 5.00pm Monday to Friday, and 8.30am to 12.30pm on Saturday. The office is closed on Sunday. Outside of these hours please leave a message or send an email. We may require an inspection of the damaged tyres or Your Vehicle. In the event of an emergency, You may proceed with the repairs but You must ensure that the defective Tyre(s) are retained for Our inspection.

You will need to take Your Vehicle to a repairer. We have a nationwide network of nominated repairers who are familiar with Our claims and billing procedures. We recommend these repairers wherever possible. If a suitable Nominated Repairer cannot be located We will agree with You a suitable local alternative.

Take Your Vehicle to the repairer and give them Your permission to investigate the fault and find the cause of the failure. The repairer should then telephone Us to discuss their findings. They must not carry out repairs or replacement until We have given permission to do so by issuing an authority number.

### Investigation.

The Insurer will only pay for investigation as part of a valid claim.

### Assessing Your claim

We or the Insurer may require an independent opinion of Your claim. We reserve the right to use an Independent Consulting Engineer to inspect the defective Tyre(s) or Your Vehicle before We authorise a claim. Whilst We will make every effort to ensure this happens with the least delay and inconvenience to You, We and the Insurer shall not be liable for any losses You incur through any delay.

### On completion

Wherever possible, the Insurer will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by This Insurance. If You are VAT registered, We will not pay the VAT element of Your claim.

You or the repairer must send Us an original, fully detailed and itemised invoice. Please make sure that You clearly mark on the invoice, to whom We should make payment. Photocopies of invoices will not be accepted. We will only pay the amount authorised for the claim.

Please Note - We may offset any outstanding premium against Your claim settlement.

## General conditions

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

1. 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 any necessary action to recover any previous paid claims, declare This Insurance void and may take legal action and notify the Vehicle Inspectorate Executive Agency. We will not refund any premium.
2. The benefits of This Insurance may not be assigned to a third party or another Vehicle. If You sell and/or transfer Your Vehicle to another person, motor dealer or trader during the Period of Insurance all cover will expire upon such sale/transfer and no premium will be refundable.
3. This Insurance does not cover the cost of resultant loss or damage, third party claims, bodily injury or the cost of tyre repair or replacement covered by any other insurance or warranty.
4. Unless We or the Insurer have agreed otherwise in writing, This Insurance will be governed by English law.
5. The Terms and Conditions and all other information concerning This Insurance are supplied in the English Language and the Insurer undertakes to communicate in this language for the duration of This Insurance. The Contracts (Rights of Third Parties) Act 1999 Save for the rights granted to Us under this contract any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

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## Cancellation

1. Cancellation Within Statutory Cancellation Period - You may cancel This Insurance within 14 days of the Issue Date and obtain a full refund of premium paid by contacting Our Customer Services Team On 0844 854 1502. If the Insurer has made a claim payment to You or on Your behalf You will have to return this payment.
2. Cancellation Outside the Statutory Cancellation Period - You may cancel This Insurance at any time by giving Us at least 30 days' written notice. If You cancel This Insurance after the first 14 days of the policy Issue Date, no premium refund will be given and any outstanding premium instalments must be paid to Us in full.

## 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 Customer Services Team either by telephone on 0844 854 1502, or by e-mail to [customerservices@motorwaydirect.co.uk](mailto: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
- 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: 03222540 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. We will use this for administration, marketing, customer services and profiling Your purchasing preferences. We will disclose Your information to the Insurer, Our service providers and agents for these purposes. We may keep Your information for a period to contact You about Our services.

We may share Your information with other organisations, who are Our business partners.

We, or They, may contact You by mail or telephone to let You know about any goods, services or promotions, which may be of interest to You. If You decide You do not wish to receive such information in these ways, please inform Us, but remember that this will prevent You from receiving Our special offers or promotions.

If You would like to receive such information by email, fax or SMS text messaging but have not told Us please contact Us.

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 correct any inaccuracies.

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 Your registration under the Motability Scheme), it will only be processed in order to provide the service requested.

## How to contact us

### Important telephone numbers

#### Motorway Direct Plc

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

Claims Line.....0844 854 1500

Claims Fax.....0844 854 1501

Customer Services.....0844 854 1502

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

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