

## 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 original Purchase Price paid for Your Vehicle.

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.

### Customer Purchase Additional Options

#### Negative Equity (NE)

Subject to an additional premium being paid (identified by 'Negative Equity' in the additional option section of the policy Schedule) cover will include up to a maximum of £2,000 Negative Equity carried forward from a previous agreement financed within the original finance agreement.

## Main limitations and exclusions

### This Insurance does not cover: -

1. Any claim where the Total Loss is not subject to an indemnity 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, or any deductions made from the Motor Insurers settlement for vehicle condition or pre-accident damage.
3. Negative Equity (unless an additional premium has been paid) or the cost of fuel, surrenderable road fund licence and salvage value.
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), 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) or that are not fitted with a Thatcham or manufacturer approved tracking device.
10. 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 Insurance is underwritten by AmTrust International Underwriters Limited, a company registered in Ireland under Registration No. 169384 and whose Registered Office is at 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters Limited 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 Limited 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.

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## 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 03300 555 257 or email [gapclaims@motorwaydirect.co.uk](mailto:gapclaims@motorwaydirect.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.
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.

## Your right to cancel

You may cancel this insurance within 30 days of the policy purchase date and obtain a full refund by contacting Direct Gap. However if a claim has been submitted during this period, no refund will apply.

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.

Any return of premium will be processed by Direct Gap. If You would like to cancel This Insurance, please contact Direct Gap Customer Services team on 0800 012 2400.

## 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 Direct Gap on 0800 012 2400.

#### Complaints about This Insurance

Please contact Our GAP Administration team either by telephone on 03300 555 257, or by e-mail to [gapclaims@motorwaydirect.co.uk](mailto:gapclaims@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](http://www.financial-ombudsman.org.uk)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto: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. 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.**