



Vehicle Replacement Insurance Transferable GAP

Your Policy Terms and Conditions

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 0800 012 2400, 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 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.

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

The insurance is provided on a non-advised basis so we will not make a personal recommendation to you about the suitability of this plan for your demands and needs. 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. 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 purchasing this cover you confirmed that:

- You were happy to do so at both the premium and terms indicated,
- The protection was affordable to you
- You did so on a non-advised basis

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

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.

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.

What is Not Covered

Your GAP 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.
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) and that are not fitted with a Thatcham or manufacturer approved tracking device.
10. Qualifying VAT if You are VAT registered.
3. **Insurer / They / Their** means AmTrust International Underwriters Limited, 40 Westland Row, Dublin 2, Ireland.
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.

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.
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.
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.

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.
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 earranty 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 Motorway Direct Plc.
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.

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.
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.

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.

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.

Cancellation

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.

Transfer

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 Motorway Direct Gap policy from Direct Gap You may receive a pro rata allowance of the premium paid for each complete unexpired months cover, offset against the replacement policy, calculated at the date the cancellation request is received by Direct Gap. No admin fee will apply for this replacement policy.

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 0800 012 2400.

Only one 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 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. 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
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Insurance Division The Financial Ombudsman Service, Exchange Tower, London E14 9SR

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: 3424538 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 and for administration purposes only.

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 ask that any inaccuracies are corrected. 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 Our registration under the Motability Scheme), it will only be processed in order to provide the service requested.

How to contact us

Motorway Direct Plc

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

Claims Line 03300 555 257

Claims e-mail.....gapclaims@motorwaydirect.co.uk

Claims Fax 03300 555 249

GAP Administration Team 03300 555 257