

## Welcome

Thank you for choosing Click2protect to provide Your policy. To ensure peace of mind motoring, 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 Click2protect Customer Services team on 0845 643 4264. We will be happy to help.

Click2protect, G15 Business & Technology Centre, Bessemer Drive, Stevenage, Hertfordshire, SG1 2DX is authorised and regulated by the Financial Services Authority, Authorisation number 462408.

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 (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 Services Authority, under Registration No 402277.

This Insurance is administered on behalf of Click2protect by Motorway Direct Plc.

Claims made under this Insurance will be handled by Motorway Direct.

Motorway Direct Plc are authorised and regulated by the Financial Services Authority (FSA), authorisation number 311741. Our address is 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

Motorway Direct Plc are 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 0207 892 7300.

For details of authorised firms visit the FSA website on [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0300 500 5000.

## What is Covered

In the event of Your Vehicle being declared a Total Loss, this Insurance will pay the difference between the Outstanding Finance Balance and the Market Value at the Point of Total Loss.

Cover will include up to a maximum of £250 of Your motor insurance excess.

The maximum amount We will pay is restricted to the claim limit shown in Your Schedule.

### Customer Purchase Options

#### Negative Equity (NE)

Subject to an additional premium being paid cover will include up to a maximum of £2,000 Negative Equity financed within the original finance agreement.

#### Non-Fault Accident Solutions

If You have had the misfortune to be involved in a non-fault accident, please call Our Accident Management Team on 08454 74 74 51 and We will be able to help manage Your claim and provide alternative transport whilst Your own Vehicle is off the road. Our Accident Management Team can also help with the recovery of any uninsured losses or personal injury that You have incurred as a result of the accident. This service is provided at no cost as the charges are passed on directly to the third party insurer for Our customers.

## 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, 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 and road fund license fees.
4. Any claim where You have the option to receive a Replacement Vehicle under any 'New for Old' offer within the terms of Your Motor Insurance Policy in respect of the Total Loss of Your Vehicle. (The balance of this cover can be transferred to the Replacement Vehicle on request).
5. Any claim where the Total Loss that occurs outside the Geographical Area or arises as a consequence of war or terrorism.
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. Vehicles that are not listed in Glass's Guide, have a value in excess of £75,000, manufactured by Aston Martin, Bentley, Ferrari, Lotus, Lamborghini, Maserati, Rolls Royce, TVR, modified from the manufacturer's specification (unless agreed by the Motor Insurer), used as a taxi or minicab, emergency vehicles, heavy goods vehicles over 3,500 kg GVW, mini-buses over 19 seats or vehicles used for road-racing, rallying, or any other competitive event.
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 as soon as possible, but in any event within 30 days from the Point of Total Loss. Please call Us on 0844 854 1507 or email [gapclaims@motorwaydirect.co.uk](mailto:gapclaims@motorwaydirect.co.uk).
2. We will provide You with a vehicle valuation on which the GAP claim settlement will be based and send You a claim form. 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, where applicable any settlement will be made directly to the finance company on Your behalf with any remaining funds paid directly to You within 14 days of the Motor Insurers settlement.

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## 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. **Application** means Your Application based on the information provided which is understood to be true and complete. Failure to disclose any material fact may result in This Insurance being cancelled.
2. **Commencement Date** means the date on which Your Insurance starts as shown in the Schedule.
3. **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 up to 60 days in any one trip.
4. **Glass's Guide** means the car values guide published monthly by Glass's Information Services Limited used by the Insurance Industry in assessing vehicle values.
5. **Insurance** means Your Application, this Policy Document, the Schedule and any Terms and Conditions issued by Us or the Insurer.
6. **Insurer** 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.
7. **Market Value** means the value of Your Vehicle based on the Glass's Guide Retail Valuation for replacing Your Vehicle with one of the same make, model, trim level and recorded mileage, applicable at the Point of Total Loss. There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on the Market Value.
8. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the Insured Vehicle.
9. **Negative Equity** means any finance balance carried forward from Your previous vehicle less any part exchange allowance made.
10. **Outstanding Finance Balance** means the amount owing to the finance company at the Point of Total Loss less any arrears, rebates or refunds for other insurance products.
11. **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 is concluded.
12. **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.
13. **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, non transferable warranty charges or insurance premiums and paint protection applications. Where a bona fide purchase invoice from a VAT registered garage cannot be provided, in the event of a claim, the Purchase Price will be based on the Glass's Guide Retail Value applicable at the Commencement Date of this Insurance or date of transfer.
14. **Schedule** means the part of this Insurance that contains details of You, Your Vehicle, cover selected, the Period of Insurance and claim limits.
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) 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 or person / company named as the account holder in the finance agreement, or in respect of a contract hire agreement, the authorised user, 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, 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 reasonable 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 30 days of the date on which the loss or damage occurred. You must not accept a settlement offer from Your Motor Insurer until You have contacted Us, and We have given Our consent to do so. We reserve the right to seek an increased motor insurance settlement on Your behalf.
6. Failure to pay any premium instalment will result in the immediate suspension of cover and may result in cancellation. In the event of a claim, We will offset any outstanding premium against Your claim settlement.
7. 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

You may cancel this Insurance within 14 days of the policy purchase date and You will receive a full refund. However if a claim has been submitted during this period, no refund will apply.

After 14 days You may cancel this Insurance but no refund of premium is available and any outstanding premium instalments must be paid in full.

### 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 and payment of £35 administration fee. 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 confirming the Replacement Vehicle details. Cover will not include any refinancing.

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

If You would like to transfer this Insurance, You must contact Our GAP Claims team on 0844 854 1507.

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## 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 raise a complaint

We will acknowledge Your concern within five working days. If We can't respond fully then We'll let You know who is dealing with it and when You can expect to hear from them. We will do Our best to respond fully within four weeks. If this is not possible We will let You know why and when You can expect a full response.

### Complaints about the sale of this Insurance

If You have any concerns regarding the sale of this Insurance, please in the first instance contact Click2protect on 0845 643 4264.

### Complaints about the after sales service of this Insurance

In the first instance, please contact Our GAP Administration team either by telephone on 0844 854 1507, or by e-mail to gapclaims@motorwaydirect.co.uk. Alternatively write to Us at Motorway Direct Plc, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

### Complaints about a claim under this Insurance

In the first instance, please contact Our Claims Manager either by telephone on 0844 854 1507, or by e-mail to gapclaims@motorwaydirect.co.uk. Alternatively write to Us at Motorway Direct Plc, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

We expect complaints to be quickly and satisfactorily resolved at this level; however You can take the matter further by writing to The Compliance Manager, Enterprise Insurance Company Plc, R22 - R24 Ragged Staff Wharf, Queensway Quay, Gibraltar, who will arrange an investigation into the matter on behalf of the Executive Directors.

In all of the above instances, if We cannot give You a final decision by eight weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.

Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.

If You are dissatisfied with the final response to Your complaint, You can also contact the Financial Ombudsman Service for help and advice.

- Phone: 0800 023 4567 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your rights to take legal action.

## 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.

## 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), 1 Waterside Court, Bold Street, Sheffield, S9 2LR. 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 (for which We will charge a small fee) 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.

## Information About Us

Company name:..... Motorway Direct Plc.

Registered office: 1 Waterside Court, Bold Street, Sheffield, S9 2LR (Registered No 3222540 England).

Group VAT registration:..... 804 0501 84

Motorway Direct Plc are authorised and regulated by the Financial Services Authority and is entered in the Financial Services Authority's Register under registration number 311741.

You can find out more about the Financial Services Authority register of financial services firms at [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/).