

What is Covered

In the event of Your Vehicle being declared a Total Loss, this Insurance will pay the difference between the Market Value at the Point of Total Loss and the Purchase Price paid for Your Vehicle.

This is a combined policy, 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 original Purchase Price, this Insurance will pay the difference between the Market Value at the Point of Total Loss and the Outstanding Finance Balance.

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.

Main limitations and exclusions

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.

Administration of this insurance

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.

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.
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.

Your right to cancel

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.

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](mailto:Click2protect@motorwaydirect.co.uk) 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 or by phoning 0800 678 1100 or 0207 741 4100.