

Motorway Direct Total Loss Protection Insurance

Please read this Insurance document carefully and keep it safe. You will need this booklet should You need to make a claim.

Important telephone numbers

Motorway Direct Plc, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

Claims Line	08454 747413
Claims Fax	08454 747436
Customer Services	08454 747401
e-mail	customerservices@motorwaydirect.co.uk

Calls to these numbers are recorded for training and security purposes.

GAP

Motorway Direct Plc congratulates You on the purchase of Your Total Loss Protection Insurance. As a vehicle ages, it will naturally depreciate in value. In the unfortunate event of the vehicle being declared a total loss, Your Motor Insurer will normally only pay up to the Market Value of the vehicle, leaving you to find additional funds for a replacement vehicle. This is where the Motorway Direct Total Loss Protection Insurance can help. This insurance has been designed to top-up the Motor Insurers settlement putting You back into a better position to purchase a replacement vehicle.

To ensure peace of mind motoring, it is important that You read this Insurance document and understand the terms and conditions of this Insurance.

This Insurance is underwritten by Enterprise Insurance Company Plc (the Insurer) Authorised Insurers, 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). Claims made under this Insurance will be handled by Motorway Direct Plc.

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 may be checked by visiting the FSA website www.fsa.gov.uk/register/ or by contacting the FSA on 0300 500 5000.

Important Note

If at any time the Insurance which We arranged for You is subsequently cancelled by the Insurer, We may arrange and enter in to a new insurance with another Insurer ("New Policy"), as Your agent on Your behalf. We will give You reasonable advance notice of the terms of the New Policy. This term represents Your prior request to Us and to the new insurer to provide the New Policy but You may notify Us in writing that You do not want the New Policy before it is entered in to. This term can apply to more than one New Policy. You may at any time cancel the authority and request contained in this clause by notice in writing to Us although Your notice will not affect New Policies entered in to before We receive Your notice.

D. Pinkney, Chief Executive Officer - Motorway Direct Plc

Your Insurance Cover

What is covered by Your Insurance

Subject to the correct premium having been paid, in the event of a Total Loss happening within the Geographical Area and occurring within the Period of Insurance, this Insurance will pay 25% of the Motor Insurers Settlement Amount, up to a maximum of £10,000.

Where the Motor Insurers Settlement Amount exceeds the Market/Agreed Value of the vehicle, We reserve the right to calculate the 25% gap claim settlement on the basis of the Market/Agreed Value at the point of the Total Loss

Terms Used

What the terms mean

Any word or expression to which a specific meaning has been attached will have that same meaning throughout this Insurance and will appear with a capital letter.

- 1. Application** means any written or verbal declaration together with any additional information You may have supplied to Us in support of Your Application for this Insurance.
- 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, 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, for up to 60 days in any one trip.
- 4. Glass's Guide/Cap Values** means the car values guide published monthly by Glass's Information Services Limited and CAP motor Research Ltd, used by the Insurance Industry in assessing vehicle values.
- 5. Insurance** means Your Application, this Insurance policy, the Schedule and any requirements issued by Us or the Insurer.
- 6. Insurer** means Enterprise Insurance Company Plc, Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar.
- 7. Issue Date** as stated in the Schedule means the date on which pay the appropriate premium (if applicable) for Your contract of Insurance.
- 8. Market/Agreed Value** means the value of Your vehicle based on Glass's Guide Retail or if Your Vehicle is not listed in Glass's Guide, the Cap Clean Value, for replacing Your Vehicle with one of the same make, model, trim level and recorded mileage, applicable at the Point of Total Loss, or where

the Vehicle is covered under an agreed value policy, the Agreed Value placed on the Vehicle by Adrian Flux. 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 retail prospects and/or value. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or Cap Value listings or it is suspected that the condition of the Insured Vehicle is such that this would affect the Retail Value.

9. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the Insured Vehicle.

10. **Motor Insurers Settlement Amount** means the Motor Insurers vehicle valuation excluding claims excess, contents or any compensation for third party claims, personal injury, vehicle rental charges or any other out of pocket expenses.

11. **Period of Insurance** means the time between the Commencement Date of this Insurance and the earlier of the following dates:

a) The completion of the Period of Insurance shown on Your Schedule.

b) The date on which Your Vehicle is sold or transferred to a new owner (cover may be transferred to Your replacement vehicle subject to Our prior approval; Please see section headed Transfer).

c) The date on which a claim on this Insurance is concluded.

12. **Point of Total Loss** means the date and time of the fire, theft or accident that gives rise to Your claim for the Total Loss of the Insured Vehicle.

13. **Schedule** means the part of this Insurance that contains details of Your Vehicle, You, the Period of Insurance and claim limits.

14. **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 accidental damage, fire or theft that has rendered Your Vehicle beyond economic repair. This insurance will also cover non-fault incidents where a successful claim is accepted and paid by the third party motor insurer.

15. **UK** means the United Kingdom, Channel Islands and Isle of Man.

16. **Vehicle** means the car, light Van, motorcycle, caravan, motorhome or minibus detailed on Your Schedule.

17. **We / Us / Our** means Motorway Direct Plc, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

18. **You / Your / Yourself** means the Insurance holder or spouse of the person named in the Schedule, being the registered keeper of the Vehicle or person/company named as the hirer/leasee in a contract hire/leasing agreement covering the Insured Vehicle and as the policy holder or named driver on the Motor Insurance policy.

What is not covered

Your Insurance does not cover: -

1. Any claim where the Total Loss is not subject to an indemnity under the accidental damage, fire or theft sections of Your Motor Insurance Policy.
2. Any claim where You have the option to receive a replacement vehicle under 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).
3. Any claim where the loss is covered by any other insurance or warranty.
4. Any claim where the Total Loss arises as a consequence of war, riot, civil commotion or terrorism.
5. 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.
6. Any compensation for loss of use of Your Vehicle or any resultant loss of any kind.
7. Any claim where the Total Loss occurs outside the Geographical Area.
8. Any claim which is the subject of fraud or dishonesty.
9. Theft committed by any person who has access to keys of Your Vehicle.
10. Your Vehicle if it has been modified from the manufacturer's original specification (unless agreed by Adrian Flux), it is used as taxi or hackney carriage, it is a driving instruction vehicle, invalid carriage, emergency vehicle, mini-buse over 19 seats or commercial vehicle over 3,500 kg GVW.
11. Your Vehicle if it is used for road-racing, rallying, pace-making, speed testing, or any other competitive event or is driven by any person not holding a valid, current licence to drive Your Vehicle
12. VAT if You are VAT registered.

Making a claim

1. You must notify Adrian Flux of any possible claim under this Insurance within 30 days from the Point of Total Loss who will provide You with a claim form and manage the claims process for You.
2. You must complete the claim form in full and provide any information/documentation that is reasonably required for Us to assess the claim and establish the amount of any payment due under this Insurance.

General Conditions

1. Your Vehicle must be insured by a Motor Insurance Policy issued by an authorised UK motor insurer. 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 or the third party motor insurer must declare Your Vehicle a Total Loss, make a payment to You in settlement of Your claim, and the Vehicle forfeited.
3. The benefits of this Insurance may not be assigned to a third party. 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.
4. Unless the Insurers have agreed otherwise, this Contract of Insurance will be governed by English law.
5. In the event of a Total Loss, You must contact Adrian Flux within 30 days of the date on which the loss or damage occurred.
6. Failure to pay any premium will result in the immediate suspension of cover and may result in cancellation.

Transfer

If You sell Your Vehicle, provided that no claims have been made under this Insurance, You may transfer the remaining cover to a replacement vehicle, subject to Our prior agreement. A new Schedule will be issued confirming the replacement vehicle details. Where the replacement vehicle is deemed to be of a higher risk an additional premium may be required.

Should You wish to transfer cover, please contact your broker. Continuation cover will only apply from the Issue Date of the new Schedule.

Cancellation

Provided that You have not made a claim, You may cancel this Insurance within 14 days of the Issue Date or the date in which You receive the contractual terms and conditions whichever occurs the later, and obtain a full refund. Any refund of premium will be processed by the selling broker. After 14 days You may cancel this Insurance but no refund of premium is available and any outstanding premium must be paid in full.

Caring for customers

If You have a problem

If You feel You have not received the highest level of service, the following procedure is available to ensure Your concerns are handled efficiently. Please ensure You quote Your policy number in all correspondence and enclose any evidence or documentation You wish Us to consider in reviewing Your complaint. Your complaint will be resolved as quickly as possible and with the least inconvenience to You. However if time to investigate is necessary, an acknowledgement will be sent as soon as possible and You will be kept informed of the progress of measures being taken to ensure Your complaint is resolved.

Complaints about the sale of this Insurance

If You have any concerns regarding the sale of this Insurance, please in the first instance contact the selling broker.

Complaints about the administration of this Insurance

In the first instance, please contact Our Customer Services Manager either by telephone on 08454 747401, or by e-mail to customerservices@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 08454 747404, or by e-mail to Claims@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 Managing Director, Enterprise Insurance Company Plc, registered office, Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, 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.

Alternatively You may refer Your case to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0207 964 1000, e-mail: enquiries@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if We cannot complete Our obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers, this covers 90% of the claim with no upper limit..

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0207 892 7300.

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.

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