



Accident, Sickness & Unemployment Insurance

Your Policy Terms and Conditions

Welcome

Thank **You** for choosing Ortus Underwriting to be **Your** Insurance Provider. Ortus Underwriting is a trading name of Xact Risk Solutions Limited (referred to in this **Policy** as "Ortus Underwriting").

Motor Gap Ltd is the **Administrator** for **Your Policy** and they are referred to as this throughout this **policy** wording.

This is **Your Policy** which has been prepared in accordance with the information **You** have provided. If the information provided by **You** is not complete and accurate, the extent of cover may be affected and **We**;

1. May cancel **Your policy** and refuse to pay any claim
2. May not pay any claim

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change any details please contact the **Administrator** immediately.

This is a legal document and should be kept in a safe place.

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Your Insurance Policy

This **Policy** is underwritten by Great American International Insurance (UK) Ltd, (UK Company number 02714031 and FCA reference number 202874), with head office situated at 32 Queen Square, Bristol, BS1 4ND; and is arranged by Ortus Underwriting in accordance with the authority granted under binding authority agreement with the underwriter.

This **Policy** Wording and **Your Schedule** together form this insurance contract.

PLEASE NOTE: **You** have a statutory right to cancel this **Policy** and obtain a refund of any **Premium** paid within 30 days of the **Original Policy Start Date** provided that **You** have not made, and do not intend to make, a claim. Details of these cancellation rights are set out under the heading CANCELLATION in this **Policy**.

You can choose **Accident** and **Sickness** cover only, or **Accident, Sickness** and **Unemployment** cover. The cover **You** have chosen will be shown on **Your Policy Schedule**.

You will be covered for one month from the **Original Policy Start Date** and for each further consecutive monthly period for which **We** accept a **premium** from **You**, until **Your** 65th birthday or until the insurance is cancelled or expires for any reason.

Please contact the **Administrator** if **You** need any documents to be made available in braille and/or large print and/or in audio format.

We recommend that **You** periodically review **Your** personal circumstances to make sure that this insurance is still suitable and that **You** would still be able to claim.

Law Applicable

This **Policy** will be governed by and construed in accordance with the laws in England. Any dispute relating to this **Policy** will be subject to the exclusive jurisdiction of the courts of England.

Signed for and on behalf of the Underwriters

Matthew Stark
Chief Executive Officer, Ortus Underwriting
Registered Office: 15 Westferry Circus, London, E14 4HD
Registered in England No: 08142321
Authorised and regulated by the Financial Conduct Authority

Need to make a claim?

We are sorry to hear **you** may need to make a claim.

Please refer to our "**How to Make a Claim**" section on **Page 7**.

1. Are You Eligible for Cover?

You are eligible to take out **Accident, Sickness & Unemployment** Insurance if, on the **Original Policy Start Date**:

- **You** are aged 18 or over and are under the age of 64; and
- **You** have been **Working** in the **United Kingdom** continuously for the last 6 months; and
- **You** have been residing in the **United Kingdom** continuously for the last 6 months; and
- **You** are not aware that **You** will have to give up **Work** to become a **Carer**; and
- **You** are seeking to protect a proportion of **Your** income in the event of an **Accident, Sickness** or **Unemployment** to the extent covered by this **Policy**

You are not eligible for cover if:

- **You** are aware (or should reasonably be aware) of any impending **Unemployment** which may affect **You**; or
- **You** are in casual, seasonal or temporary **Work**; or
- **You** are **Working** less than 16 hours per week; or
- **You** are currently unable to attend **Work** due to an **Accident** or **Sickness** (this does not apply if **You** are on maternity leave, paternity leave, adoption leave or parental leave).

It is very important that **You** provide **Us** with all the information **We** reasonably require in order to administer **Your** insurance. It is particularly important that **You** remember to contact the **Administrator** if **You** change **Your** address.

2. Policy Definitions

Some of the words and phrases **We** use in this **Policy** have special meanings and appear in bold type and start with a capital letter wherever they have the meanings shown below.

1. **Accident / Sickness** means **You** have a medical condition certified by a **Doctor** or **Consultant** as preventing **You** from doing the **Work You** were doing immediately before **Your** claim..
2. **Administrator** means Motor Gap Limited whose registered office is Hawkstone House, Valley Road, Hebden Bridge, HX7 7BL. Phone number: 0330 122 7793. Email: customerservice@motorgap.co.uk
3. **Business** means a company, profession, trade or industry registered in the **United Kingdom**.
4. **Business Failure** means the total cessation of **Your Business** caused entirely by circumstances beyond **Your** control or the control of any director or **Partner** in **Your Business**..
5. **Carer** means being a full-time **Carer** and in receipt of **Carer's** Allowance from the Department for **Work & Pensions**.
6. **Claim Period** means any separate period of time during which **You** are unable to **Work** due to an **Accident, Sickness** or **Unemployment** and receiving **Monthly Benefit** under this **Policy**.
7. **College** means the Royal **College** of Surgeons, the Royal **College** of Physicians or any other Royal **College** of medical practitioners.
8. **Consultant** means a medical specialist, other than **You**, **Your Partner** or any of **Your** relatives, who is a member of a **College** and recognised by that **College** to be a **Consultant**. This does not include **You** or any members of **Your** Family or Relatives. The **Consultant** must also not be any form of internet, web based or online **Consultant**. Any documentation supplied by an internet, web based or online **Consultant** will not be accepted as evidence to support **Your** claim.
9. **Contract Employment** means **you** are employed on a fixed term contract of at least 13 weeks duration.
10. **Controlling Interest** means owning individually or jointly 20% or more of the issued shares.
11. **Doctor** means a medical practitioner, other than **You**, **Your Partner** or any of **Your** relatives, practising in the **United Kingdom** being a fully registered person under the medical Act 1983. The **Doctor** must also not be any form of internet, web based or online **Doctor**. Any documentation supplied by an internet, web based or online **Doctor** will not be accepted as evidence to support **Your** claim.
12. **Excess Period** means the period of time at the point of a claim during which there is no **Monthly Benefit** payable to **You**, as stated on **Your Schedule**.
13. **Maximum Benefit** means the maximum number of 12 **Monthly Benefit** payments that would be payable for any **Claim Period** as shown on **Your Schedule**.
14. **Monthly Benefit** means the amount of cover **You** have selected as shown on **Your Schedule** up to a maximum of £2,000 or 65% of **your Normal Monthly Income** whichever is the lesser.
15. **Normal Monthly Income** means either of the following:
 - If **You** are employed, the average of the gross amounts shown on **Your** payslips from **Your** employer during the last 12 months, or
 - If **You** are **Self Employed**, the monthly average of the gross income **You** declared to HM revenue and Customs for the previous tax year. (the tax year immediately prior to the tax year in which the claim occurs). Please note: this is not the turnover of **Your business** as this is not **Your** personal income although regular dividends can be included.
16. **Original Policy Start Date** means the date cover first commenced as shown on **Your Schedule**.
17. **Partner** means **your** spouse, **Your** civil **partner** (as defined in Section 1 of the Civil Partnership Act 2004), or the person with whom **You** have a relationship equivalent to marriage.
18. **Period of Cover** means the period between the **Original Policy Start Date** and the **Termination Date**.
19. **Permanent Employment** means **you** are in paid employment under a contract of service, paying National Insurance contributions and **Your** employment has no fixed or pre-defined finishing date other than the normal retirement age for **Your** Occupation.
20. **Policy** means the cover provided to **You** under the terms and conditions of this insurance contract.
21. **Pre-Existing Condition** means any **Sickness**, condition or injury whether diagnosed or not about which **You**:
 - Knew or should reasonably have known at the **Original Policy Start Date**, or
 - Had seen or arranged to see a **Doctor** during the 12 months prior to the **original policy start date**.

22. **Premium** means the total amount payable for this **Policy**. The **Premium** is payable monthly.
23. **Schedule** means the document accompanying this **Policy** which confirms the Benefit Period, **Original Policy Start Date**, **Waiting Period** and **Monthly Benefit** which **You** have applied for and which **We** have accepted.
24. **Self Employed / Self Employment** means **you** carry on a **Business** in the **United Kingdom** alone or with others and pay Class 2 or Class 4 (if profits are over a certain amount) national Insurance contributions and are classed as **Schedule D** for income tax purposes, or **You** can control the affairs of a **Business You Work** for because **You** or a relative or a member of **Your** household individually or jointly have a **Controlling Interest** in that **Business**.
25. **Termination Date** means the earliest of the following to occur:
- **You** die, or
 - **You** retire from **Work** or reach the age of 65, whichever is the earlier, However, where **You** have a valid claim in progress on this date, or if any event has occurred prior to this date which leads to a valid claim, **We** will accept and/or continue to pay **Your** claim until it would otherwise have ended under the terms and conditions of **Your Policy**, or
 - **You** stop residing or **Working** in the **United Kingdom**, or
 - **You** default on **Your Premium** payment, or
 - **You** no longer have an income (unless **You** are in a Claim Period), or
 - **You** or **We** cancel this **Policy**.
26. **Unemployed / Unemployment** means **You** are out of **Work** directly due to circumstances beyond **Your** control, and **You** must be:
- Receiving Income Support, Job Seekers Allowance or **You** do not qualify for these benefits because **You** have been entitled to make reduced national Insurance contributions in the past
 - Actively seeking **Work**
 - Registered as available for **Work** at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland
 - Entirely without employment for either payment or reward
 - Not in receipt of wages in lieu of notice
27. **United Kingdom** means England, Wales, Scotland and Northern Ireland (excluding Jersey).
28. **Waiting Period** means the 120 days immediately following the **Original Policy Start Date** when **You** cannot claim for **Unemployment**. If **You** are applying to cancel and replace **Your** cover from another provider, the 120 day period will be waived.
29. **We** or **Us** or **Our** means Great American International Insurance (UK) Ltd, being the underwriter of the **Policy**.
30. **Work** or **Working** means gainful **Permanent employment**, **Contract Employment** or **Self Employment** within the **United Kingdom** for a minimum of 16 hours per week and paying the appropriate National Insurance Contributions.
31. **You** or **Your** or **Yourself** means the person named on **Your Schedule**.

3. Payment Of Monthly Premium

The **Premium** is payable by monthly direct debit. If **Your Premium** remains unpaid for 30 days after the date it is due **Your** cover under this **Policy** will cease.

If **You** are in receipt of Monthly Benefits **You** must continue to pay **Your premium** as they fall due.

4. Payment Of Claims

The **Premium** is payable by monthly direct debit. If **Your Premium** remains unpaid for 30 days after the date it is due **Your** cover under this **Policy** will cease.

If **You** are in receipt of Monthly Benefits **You** must continue to pay **Your premium** as they fall due.

4.1. Accident and Sickness

If **You** are **Working** and become unable to **Work** due to an **Accident** or **Sickness** occurring after the Original Start Date for longer than the Excess, **We** will pay to **You** as follows;

Excess Period Selected	First Monthly Benefit Due & Paid
30 Days	Day 61
60 Days	Day 91

After that **We** will continue to pay **You** 1/30th of **your** Monthly Benefit for each further continuous day that **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**.

We will continue to pay until the **Termination Date** or:

- The last consecutive day of **Your Accident** or **Sickness**, or
- The date **You** stop providing due proof that **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**, or
- The date **We** have paid the **Maximum Benefit**.

After being paid the **Maximum Benefit** for an **Accident** or **Sickness** claim, **You** need to return to **Work** for 6 continuous months before **You** can claim for the same or a related condition – or for 1 month if the next **Accident** or **Sickness** is totally unrelated.

4.1.2. Accident and Sickness Exclusions

No benefit will be payable to **You** if **Your Accident** or **Sickness**:

- Is due to **You** deliberately injuring **Yourself**.
- Is due to alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Doctor** or **Consultant** and not for the treatment of drug addiction).
- Results from stress, anxiety, depression or any mental or nervous disorder unless **You** are referred to a **Consultant** Psychiatrist by **Your Doctor** and, provided that the Condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** Psychiatrist until **You** are released from their care.
- If it results directly or indirectly from a **Pre-Existing Condition** (but this exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from its symptoms, and have not consulted any **Doctor** nor received any treatment for or in connection with it, for a 12 month period prior to **Your** claim).
- Is due to pregnancy, childbirth or abortion other than a medical complication which directly occurs as a result of **Your** pregnancy or pregnancy related conditions.
- Is due to a back related Condition unless there is radiological evidence of medical abnormality, visible wound, contusion, or **You** are referred to a **Consultant** by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** until **You** are released from their care.

- Arises from medical operations or treatments which in the opinion of **Our** chief medical officer are not medically necessary, including cosmetic or beauty treatments.
- Is caused directly or indirectly by or resulting from:
 - a. Coronavirus disease (COVID-19); Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - b. any mutation or variation of SARS-CoV-2;
 - c. any fear or threat of a), b) or c) above;
 - d. any other pandemic.

Benefit will not be paid for **Accident** or **Sickness** if **You** are receiving **Unemployment** benefit under this **Policy**.

4.2. Unemployment

If **You** are **Working** and become **Unemployed** or **You** have to give up **Work** to become a **Carer**, after the **Waiting Period** during the **Period of Cover** for longer than the **Excess Period**, **We** will pay to **You** as follows;

Excess Period Selected	First Monthly Benefit Due & Paid
30 Days	Day 61
60 Days	Day 91

After that **We** will continue to pay **You** 1/30th of **your** Monthly Benefit for each further continuous day **You** remain continuously **Unemployed**, monthly in arrears.

We will continue to pay until the **Termination Date**, or:

- The last consecutive day of **Your Unemployment**; or
- The date **You** stop providing due proof that **You** remain continuously **Unemployed** (unless **You** have given up **Work** to become a **Carer**, in which case **you** need to show that **you** are still in receipt of **Carer's Allowance**) or
- **We** have paid the **Maximum Benefit**.

Unemployment cover under this **Policy** will vary in accordance with **Your** employment status:

(i) PERMANENT EMPLOYMENT

If **You** are **Working**, **You** will be insured if **You** are made **Unemployed**

(ii) CONTRACT EMPLOYMENT

- If **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer for more than 2 consecutive years or on an annual contract which has been renewed then **You** will be insured if **You** are made **Unemployed**.
- If **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer but for less than 2 years then **You** will be insured if **You** are made **Unemployed** during the term of **Your** contract. **You** will not be insured against the non-renewal of **Your** contract and any entitlement to **Monthly Benefit** under this **Policy** will automatically cease on the date **Your** contract was originally intended to terminate.

4.2.1. Unemployment Exclusions

No benefit will be payable to **You** if:

- **You** have not been **Working** for at least 6 consecutive months prior to the **Original Policy Start Date**.

- **You** were aware of the possibility of impending **Unemployment** (or in **Our** reasonable opinion **You** should have been aware) at the **Original Policy Start Date**, notwithstanding that no specific reference has been made to **Your** personal situation and that **Your Unemployment** may not take place until after the **Waiting Period**.
- **You** are notified of or made aware by any means, within the **Waiting Period**, of anything which might lead to **Your Unemployment** even if no specific reference has been made to **Your** personal situation and that **Your Unemployment** may not take place until after the **Waiting Period**.
- **Your Work** is casual, seasonal or of a temporary nature.
- At the **Original Policy Start Date**, **You** were aware that **You** would have to give up **Work** to become a **Carer**.
- **You** accept voluntary redundancy, resign or retire.
- **You** failed to pass a trial or probationary period.
- **Your Unemployment** arises as a result of **Your** own act wilful misconduct, negligence, dishonesty or fraud.
- **Your Unemployment** occurs while **You** are **Working** outside the **United Kingdom** for a period intended by **You** to be more than 90 days.
- **You** are made **Unemployed** from a **Business** where **You** can control the affairs of the **Business You Work** for because **You** or a relative or a member of **Your** household individually or jointly have a **Controlling Interest** in that **Business**.
- **You** are made **Unemployed** as a result of participating in any industrial action.
- **You** refuse any offer of reasonable alternative employment by **Your** employer, which based on **Your** qualifications, previous experience and the location of such employment it would have been reasonable for **You** to accept.
- Benefit will not be paid for **Unemployment** if **You** are receiving **Accident & Sickness** benefit under this **Policy**. If, during a **Claim Period** in respect of **Unemployment You** are not able to actively seek **Work** solely because of an **Accident** or **Sickness**, **We** may continue to pay **Accident & Sickness** benefit to **You**, but as part of one Benefit Period and therefore on terms that the sums **We** have already paid to **You** will count towards the maximum Benefit Period as shown in **Your Schedule**.
- If **You** have been paid an **Unemployment** benefit **You** must be back in **Permanent Employment** for 3 months order to make a new claim for **Unemployment**. If **You** return to **Permanent Employment** for less than 3 months, any further claim will be treated as a continuation on the original claim.
- **Your** claim is caused is directly or indirectly by or resulting from:
 - a. Coronavirus disease (COVID-19); Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - b. any mutation or variation of SARS-CoV-2;
 - c. any fear or threat of a), b) or c) above;
 - d. any other pandemic.

5. Suspending An Unemployment Claim For Temporary Employment

If **You** make a claim for **Unemployment** under this **Policy** and **You** are offered temporary **Work** **We** will suspend (rather than end) claim payments provided that:

- **You** tell **Us** who **You** will be **Working** for (even if **You** will be **Self Employed**), how many hours of **Work** a week
- **You** will be **Working** for and the duration of **Your** temporary **Work**; and
- **Your** temporary **Work** lasts for at least one week and no longer than six months and **Your** temporary **Work** does not comprise more than three separate jobs during any one **Claim Period**; and
- **You** continue to comply with the terms and conditions of this **Policy** and tell **Us** immediately if any of the above circumstances should change.

If **You** are again **Unemployed** when temporary **Work** within the above provisos ends **You** will be eligible to continue **Your** claim for **Unemployment** as if **You** had one continuous claim and **We** will recommence the claim payment but on terms that the sums **We** have already paid to **You** will count towards the Maximum Benefit.

6. General Exclusions

No benefit will be payable in respect of an **Accident, Sickness or Unemployment** directly or indirectly arising as a result of:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, riot, revolution or military or usurped power.
- Radioactive contamination from:
 - a. Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - b. The radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
 - c. Biological or chemical contamination due to or arising from terrorism.
- Any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance:

- If the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

7. Claim Re-Qualification

If **you** have returned to **Work** for less than 3 months and need to claim again, **your** previous claim will be re-opened so long as **You** have not received the maximum number of benefit payments as shown on **your Policy schedule**.

If **you** have received the maximum of 12 monthly benefits **you** must have returned to **Work** for a minimum of 6 months before a new claim can be considered.

8. Cancellation

You have a statutory right to cancel this **Policy** by contacting the **Administrator**:

- By Email: customerservice@motorgap.co.uk
- By Phone: 0330 122 7793
- By Post: Motor Gap Limited, Hawkstone House, Valley Road, Hebden Bridge, HX7 7BL

within 30 days of the **Original Policy Start Date**.

After that **You** may cancel **Your** cover under this **Policy** by writing to the **Administrator** and quoting **Your Policy** number. **Your** cover will cease on the date **We** receive **Your** request in writing. No refund of monthly **premium** will be made if **You** cancel **Your** cover under this **Policy** more than 30 days after the **Original Policy Start Date**.

9. Renewal

For **Your** convenience, **We** will arrange for the **Administrator** to renew **Your** monthly cover each year unless **You** tell them not to. If **Your** personal details change, please tell the **Administrator**. Unless **You** notify **Us** otherwise, **We** will continue to collect **Your** monthly direct debit payments.

If **You** do not want **Us** to arrange to renew **Your policy**, contact the **Administrator**:

- By Email: customerservice@motorgap.co.uk
- By Phone: 0330 122 7793
- By Post: Motor Gap Limited, Hawkstone House, Valley Road, Hebden Bridge, HX7 7BL

Otherwise they will continue to collect **Your** monthly direct debit payments.

10. Important Information

Fraud

If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- Not pay **Your** claim; and
- Recover (from **You**) any payments **We** have already made in respect of that claim; and
- Terminate **Your** insurance from the time of the fraudulent act; and
- Inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the **Premium** Instalments already paid.

If **You** are a private individual the following applies to **You**:

Giving Us all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your policy**. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- **We** may cancel **Your policy** and refuse to pay any claim or
- **We** may not pay any claim in full.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this **policy** starts, at each renewal and when **You** make any amendment(s) to cover. This means **You** must:

- Disclose all material facts of which **You** know or ought to know.
- Make the disclosure in a reasonably clear and accessible way.
- Make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- a. If **You** are an individual (such as a sole trader or individual **partner**) what is known to **You** and anybody who is responsible for arranging this insurance, or
- b. If **You** are not an individual (such as a limited company or partnership):

What is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.

What should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

- c. Whether **you** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **you**.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- Where the breach was deliberate or reckless, **We** may avoid this **policy**, refuse all claims and keep all premiums paid.
- Where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the **policy** on any terms, **We** may avoid this **policy** and refuse all claims, but **We** will return any premiums paid.
- Where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **policy** but on different terms (other than **premium** terms), **We** may require that this **policy** includes such different terms with effect from its commencement, and/or

- Where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **policy** but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the **premium We** charged bears to the higher **premium** that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a **premium** of £200 but **We** should have charged £400 then for any claim submitted and agreed at a settlement value of £700, **You** will only be paid £350.

Data Protection

As a provider of general insurance, Great American International Insurance (UK) Limited collects data from clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to **us** and **we** are committed to collecting, processing, sharing, storing and destroying all personal data received in accordance with the General Data Protection Regulation, UK data protection laws and data protection codes of conduct.

You can read **our** full Privacy Notice here:

<http://www.greatamericanuk.com/privacy-policy>, which goes into more detail about how **we** collect, use and process personal data, and how, in doing so, **we** comply with **our** legal obligations. It also describes **your** rights as a data subject in respect of personal data.

11. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if **We** cannot meet **Our** obligations under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

12. General Conditions

This **Policy** and any endorsements to it together with **Your** **Schedule** make up the insurance contract between **Us** and **You**.

No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by **Us**.

All benefits under this insurance contract are currently non-taxable, although this may change in line with any amendments to legislation. In this event, **We** will deduct from any **Monthly Benefit** any sums which by law **We** are required to deduct.

The benefits of this insurance contract may not be assigned to a third party.

We will be entitled to take legal action in **Your** name for **Our** own benefit against any other party in order to recover any payment **We** have made. If, at the time of a claim, there is any other **Policy** in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportional share. This **Policy** will not have any cash-in or surrender value.

13. Complaints Procedure

We aim to provide a first-class service. If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, please follow the procedures below:

In the first instance, if **Your** complaint relates to a claim, please direct to:

Complaints Manager
Great American International Insurance (UK) Limited
32 Queen Square, Bristol, BS1 4ND, UK
Email: gaukcomplaints@gaig.com

If **your** complaint does not relate to a claim, please direct it to:

Xact Risk Solutions Ltd
6 Lloyd's Avenue
London
EC3N 3AX
Email: ah-enquiries@ortusunderwriting.com

You will be contacted within three days of receiving **Your** complaint to inform **You** of what action is being taken. **We** will try to resolve the problem and will give **You** an answer within eight weeks.

If **You** remain dissatisfied, **You** may have the right to refer **Your** complaint to an alternative dispute resolution (ADR) body.

If **You** live in England, Scotland, Wales or Northern Ireland, the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 0234 567
Tel: 0300 1239 123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **You** live in the Isle of Man, the contact information is:

Financial Services Ombudsman Scheme
The Slieau Whallian
Foxdale Road
St John's
Isle of Man
IM4 3AS
Tel: +44(0) 1624 686500
Fax: +44(0) 1624 686504
Email: ombudsman@iomoft.gov.im
Website: <https://www.gov.im/oft/ombudsman/>

Contact Details

General Enquiries

Post: Motor Gap Limited, Hawkstone House, Valley Road, Hebden Bridge, HX7 7JB

Call: 0330 122 7793

Email: customerservice@motorgap.co.uk

14. How to make a Claim

You must give **Us** notice of a claim by contacting the **Administrator**;

- By Email: customerservice@motorgap.co.uk
- By Phone: 0330 122 7793
- By Post: Motor Gap Limited, Hawkstone House, Valley Road, Hebden Bridge, HX7 7BL

You should do so as soon as reasonably possible and within 30 days of the start of any period that **You** are off **Work**. **We** will send **You** the claim forms.

You will need to complete these and return them to **Us** as soon as reasonably possible, giving **Us** all the information **We** ask for to enable **Us** to process **Your** claim. This could include wage slips, termination notice and P45 or, if **Self Employed**, bank statements, invoices and annual accounts, HM Revenue and Customs and national Insurance records, **Doctor** and **Consultant** reports and medical records.

Please note that for all **Unemployment** claims **You** will be required to show evidence that **You** are actively seeking **Work**. As evidence **You** will be required to provide evidence of job applications during the **Claim Period**. Failure to do so may result in **You** not receiving **Your Monthly Benefit** under this **Policy**. This will apply irrespective of whether **You** are registered as available for **Work** at a Job Centre plus or the Department of Health and Social Security in Northern Ireland.

Throughout the period for which the claim is made under this contract **We** will require **You** to provide evidence of continuing to be unable to **Work** due to **Accident** or **Sickness**. Benefit will not be paid for any period of **Accident** or **Sickness** for which the evidence required by **Us** is not provided.

You will be responsible for providing **Us** with the proof **We** need. Delay in submitting a claim to **Us** may make **Your** claim harder to confirm and lead to delay in making payment or result in the non payment of **Your** claim. **We** may ask **You** to be medically examined or contacted by a Third Party representative at **Our** expense. If **You** do not this **Your** claim could either be stopped or denied.

Payment of benefit will be made when **We** receive satisfactory evidence of **Your** entitlement to claim. Once a claim has been accepted, benefit will be paid to **You** monthly in arrears.