



Personal Accident Insurance

Certificate

Introduction

Welcome to Towergate Personal Accident and Optional Term Life Cover – a unique insurance product designed specifically for HM Forces personnel. Cover can be taken on a banded basis depending upon the level of cover desired. Cover is also available to civilians attached to or connected with HM Forces. Cover may be continued when Personnel have left HM Forces, subject to prior acceptance by Towergate Wilsons.

Effected through: TOWERGATE UNDERWRITING GROUP LIMITED

Towergate Underwriting Group Limited's permitted business is arranging (bringing about) non-investment insurance contracts. Dealing in investments as an agent for non-investment insurance contracts. Making arrangements with a view to transactions in non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

The Personal Accident, Hospital Cash, Convalescence and Shrapnel Benefit Sections are underwritten by a consortium of Insurers. Full details in Schedule of Insurance who are authorised and regulated by the Financial Services Authority.

The optional Term Life Section is Underwritten by Beazley Furlonge Ltd who are authorized and regulated by the Financial Services Authority.

Your Cancellation Rights

You have a right (under Financial Services Authority rules) to cancel your Certificate during a period of 30 days from the day of purchase of the contract or the day on which you receive your Certificate documentation, whichever is the later. If you wish to do so, you will be entitled to a full refund of the premium paid. You are entitled to cancel your Certificate at any time after the cooling off period has expired but doing so will not entitle you to any refund of premiums paid.

We, or any agent we appoint and who acts with our specific authority, may cancel this Insurance by sending 14 days notice to your last known address. No refund of premiums paid will be made. An additional charge may be made to cover the administrative costs.

In Witness whereof this certificate has been signed at the place stated and on the date specified in the schedule by



Rod Breeze

Managing Director
Towergate Wilsons

SCHEDULE – SECTIONS 1 – 5

Benefit	Option 1	Option 2	Option 3
Section 1			
Personal Accident			
1. Accidental death	£10,000	£20,000	£40,000
2. (i) Permanent Total Disablement from any and every occupation (see Extension 3)	£20,000	£40,000	£80,000
(ii) Permanent Total Disablement from Usual Occupation (HM Forces Personnel only)	£10,000	£20,000	£40,000
3. Loss of both limbs	£20,000	£40,000	£80,000
4. Loss of both eyes	£20,000	£40,000	£80,000
5. Loss of one limb or eye	£12,500	£25,000	£50,000
6. Loss of speech	£12,500	£25,000	£50,000
7. Loss of hearing			
(i) in both ears	£15,000	£30,000	£60,000
(ii) in one ear	£7,500	£15,000	£30,000
8. Burns (up to see Extension 4)	£6,000	£12,000	£24,000
9. Fracture Benefit (up to see Extension 5)	£250	£500	£1,000
Section 2 Hospital Cash (per day) – up to a maximum of 365 days in all	£15 per day, up to a maximum of £5,475	£30 per day, up to a maximum of £10,950	£60 per day, up to a maximum of £21,900
Section 3 Convalescence (per week) – up to a maximum of 52 weeks in all	£40 per week, up to a maximum of £2,080	£80 per week, up to a maximum of £4,160	£160 per week, up to a maximum of £8,320
Section 4 Shrapnel Benefit	£300	£600	£1,200
Section 5 Optional Term Life – (Death by Natural Causes only)	£10,000	£20,000	£40,000

General Definitions

Applicable to all sections
(Specific definitions are contained within each section)

- 1. Coverholder**
Towergate Wilsons
- 2. Schedule**
The Schedule attached to and forming part of this Certificate.
- 3. Medical Practitioner**
Any person who has the primary degrees in the practice of medicine and surgery and who is licensed to practise medicine in the country where treatment is given, other than:
 - a) An Insured Person
 - b) A member of the immediate family of an Insured Person
 - c) An employee of the Insured Person
- 4. Spouse**
Spouse or cohabitee who has been residing with the Certificate holder at the same address for at least six months.
- 5. Operative Time**
24 hours per day throughout the period of insurance.
- 6. Accident**
A sudden, unexpected, unusual, specific event that occurs at an identifiable time and place.
- 7. Bodily Injury**
Means an identifiable physical injury which:
 - (a) is sustained by the Insured Person, and
 - (b) is caused by an Accident during the Operative Time, and
 - (c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, results in death, disablement, specified burns, specified fractures or hospitalisation within twelve calendar months from the date of the Accident.

SECTION 1 – Personal Accident

Cover (applicable to Section 1 Personal Accident)

This is to certify that in accordance with the authorisation granted under Contract B0518S091502 to the undersigned by certain Underwriters at Lloyd's and Authorised Insurers whose definitive numbers and/or proportions written by them (which will be supplied on application) can be ascertained by reference to the said contract, and in consideration of the premium specified in the Schedule the said Underwriters are hereby bound each for his own part, and not one for another, their heirs, executors and administrators, to insure in accordance with the terms and conditions herein or endorsed hereon, whereas each Insured Person named in the Schedule has made to the Underwriters a written proposal and declaration which is hereby agreed to be the basis of this Certificate and to be considered as incorporated herein, the Underwriters hereby agree with all Insured Persons to the extent and in the manner hereinafter provided that if an Insured Person sustains accidental Bodily Injury as defined during the period and Operative Time of this Certificate, they will pay compensation to such Insured Person or to his legal representatives.

Definitions (applicable to Section 1 Personal Accident)

1. Loss of limb or limbs

Permanent and complete loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, or permanent loss of use of such hand or foot.

2. Loss of eye or eyes

Permanent and total loss of sight that shall be considered as having occurred:

- i) In both eyes if the Insured Person's name is added to the register of blind persons on the authority of a fully qualified ophthalmic specialist.
- ii) In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

3. Loss of speech

Total loss of speech that has lasted for 52 consecutive weeks without expectation of recovery.

4. Loss of Hearing

Total loss of hearing in one or both ears that has lasted for 52 consecutive weeks without expectation of recovery.

5. Permanent Total Disablement

- (i) Permanent Total Disablement from any and every occupation. Shall mean disablement that totally prevents the Insured Person from attending to any and every occupation whether within HM Forces or outside and which lasts twelve calendar months and at expiry of that period is beyond hope of improvement.
- (ii) Permanent Total Disablement from usual occupation (available to HM Forces Personnel only). Shall mean disablement that totally prevents the Insured Person from attending to any gainful occupation within HM Forces, which is likely to continue for the remainder of the Insured Person's life and which necessitates medical discharge from HM Forces within twelve calendar months from the date of the Accident giving rise to such medical discharge. This benefit is only available to Insured Persons in full-time paid employment as a member of HM Forces at the time of the loss.

Compensation shall only be payable under one of Benefits 4(i) and 4(ii) stated in the Schedule.

6. Burns

Full-thickness burn or burns (2nd or 3rd degree).

7. Fracture or Fractures

A break in the full thickness of a bone.

8. Insured/Insured Person

Any person named in the Schedule. Where the Schedule indicates that Individual Cover has been taken, the Insured Person under this section is the Certificate holder only. Where Family Cover has been taken, the Insured Persons under this section are the Certificate holder, their Spouse and eligible Children. Cover will not apply in respect of persons older than 60 years of age at the beginning of the period of insurance.

9. Child/Children

The Insured Person's dependent child aged over 30 days and under 18 years.

Extensions (applicable to Section 1 Personal Accident)

1. Disappearance

In the event of the disappearance of the Insured Person, if after a suitable period of time (and in any event not more than a year) it is reasonable to believe death has occurred as a result of accidental Bodily Injury, Benefit 3 Death will become payable subject to a signed undertaking by the person claiming on behalf of the Insured Person that if the belief is subsequently found to be wrong, such benefit will be refunded to the Underwriters.

2. Exposure

Death or disablement caused as a direct result of exposure to the elements will be deemed to have been caused by accidental Bodily Injury for the purposes of this extension.

3. Permanent Disability Continental Scale

Permanent disability benefit, as follows, shall be payable as a percentage of the sum insured stated in the Schedule in respect of Benefit 4(i) Permanent Total Disablement:

- (i) Permanent loss or loss of use of four fingers and thumb of either hand or permanent loss or loss of use of either hand. 50%
- (ii) Permanent loss or loss of use of four fingers of either hand 40%
- (iii) Permanent loss or loss of use of one thumb of either hand:
 - a) both joints 30%
 - b) one joint 15%
- (iv) Permanent loss or loss of use of a finger of either hand:
 - a) three joints 10%
 - b) two joints 7.5%
 - c) one joint 5%
- (v) Permanent loss or loss of use of toes of either foot:
 - a) all on one foot 15%
 - b) big toe – both joints 5%
 - c) big toe – one joint 3%
 - d) any other toe 1%
- (vi) Permanent loss or loss of use of:
 - a) shoulder or elbow 20%
 - b) wrist 15%
- (vii) Removal by surgical operation of lower jaw 30%
- (viii) Permanent Disability not otherwise listed above up to 25%

Any amount payable under item (viii) above will be assessed in accordance with the above scale. Payments made under this benefit will be at the discretion of the Underwriters and will not take the Insured Person's occupation into consideration.

The compensation payable under items (i) to (viii) above in respect of injuries arising from one Accident may be added together but the Underwriters will not be liable for more than 100% of Benefit 4(i) Permanent Total Disablement.

If compensation becomes payable in respect of loss of or loss of use of an entire limb of the body then compensation for parts of the limb cannot be claimed.

4. Burns

Compensation shall be payable as a percentage of the sum insured stated in the Schedule in respect of Benefit 10. Burns, as follows:

- Burns that cover 27% or more of the body surface 100%
- Burns that cover 18% or more but less than 27% of the body surface 65%
- Burns that cover 9% or more but less than 18% of the body surface 35%
- Burns that cover 4.5% or more but less than 9% of the body surface 15%

5. Fracture Benefit

Compensation shall be payable as follows:

- (i) Fracture or fractures to the wrist or one or more bones of the arm (humerus, radius and ulna) up to £500
- (ii) Fracture or fractures to the ankle or one or more bones of the leg (femur, patella, tibia and fibula) up to £1000

No benefit shall be payable for any fracture where osteoporosis has been diagnosed and made known to the Insured Person prior to the date on which accidental Bodily Injury is sustained.

The total sum payable under this Extension in respect of one or more claims shall not exceed £1000 in all, in any one period of insurance.

Conditions (applicable to Section 1 Personal Accident)

1. Compensation will be payable in respect of an Insured Person under only one of Benefits 1 to 9 stated in the Schedule of Compensation.
2. Compensation will only become payable under Benefit 2(i) upon proof which is satisfactory to the Underwriters that such disablement has lasted from twelve calendar months of the date of the accident and is beyond hope of improvement.

Compensation will only become payable under Benefit 2(ii) upon proof which is satisfactory to the Underwriters that such disablement is likely to continue for the remainder of the Insured Person's life and has necessitated medical discharge from HM Forces within twelve calendar months of the date of the accident.

3. Compensation will only become payable where substantiating medical evidence has been received from a Medical Practitioner.
4. Where the amount of compensation payable under any one of the Benefits 2, 3, 4, 5, 6, 7 is greater than that under Benefit 1 Death, the Underwriters will not pay more than the amount of compensation under Benefit 1 Death until at least 13 weeks after the Accident and the Underwriters will not pay the balance if the Insured Person dies due to that Accident during those 13 weeks.
5. The payment of compensation under one of Benefits 1 to 9 will terminate all further benefits in respect of that Insured Person.
6. In respect of an Insured Person under the age of 16 years, Benefit 1 Death will be limited to £3,000.

SECTION 2 – Hospital Cash

Cover (applicable to Section 2 Hospital Cash)

In the event that the Insured Person is hospitalised due to accidental Bodily Injury sustained or Sickness first manifesting itself during the period of insurance the Underwriters will pay to the Insured Person the benefit as stated in the Schedule for each complete day of Hospitalisation, after the first 5(five) consecutive days of Hospitalisation, up to a maximum of 365 (three hundred and sixty five) days in all.

Definitions (applicable to Section 2 Hospital Cash)

1. Hospitalisation

Shall mean the admission of an Insured Person into a properly licensed hospital for treatment as an in-patient for a period in excess of 5 (five) consecutive days.

2. Chronic

Shall mean any medical condition, which reoccurs following treatment and for which there is no permanent cure.

3. Sickness

Shall mean the illness or disease of an Insured Person which first manifests itself during the period of insurance and is certified by a Medical Practitioner.

4. Hospital

Shall mean an institution which meets the following criteria:-

- (a) Maintains permanent and full time facilities for the care overnight to resident patients.
- (b) Has diagnostic and therapeutic facilities for medical and surgical diagnosis, treatment and care of injured and sick persons by and under the supervision of Medical Practitioners.
- (c) Continuously provides 24 hour a day nursing service supervised by State Registered Nurses or nurses with the equivalent national recognised state vocational qualification.
- (d) Is not, other than incidentally:-
 - (i) a mental institution or
 - (ii) a rehabilitation hospital, nursing or convalescent home or place of rest for the aged or
 - (iii) a place for the treatment, rehabilitation or refuge for drug addicts and/or alcoholics.

Exceptions (applicable to Section 2 Hospital Cash)

The Underwriters shall not be liable for:

1. Claims arising out of or contributed to by:
 - a) Pregnancy or childbirth.
 - b) An Insured Person contracting HIV/AIDS.
 - c) Elective and/or cosmetic surgery.
 - d) Any medical condition diagnosed as Chronic prior to incepting cover.
 - e) An Insured Person suffering from stress, anxiety, depression, mental anguish, mental disorder, neurosis or the like.
2. Hospitalisation occurring more than twelve calendar months after the date on which Bodily injury is sustained or Sickness first manifests itself.

Condition (applicable to Section 2 Hospital Cash)

The total sum payable under this section in respect of any one or more claims shall not exceed in all, in any one period of insurance, the maximum level of benefit stated in the Schedule.

If compensation also becomes payable under Section 1 Personal Accident Benefits 1 to 10 in respect of injuries arising from the same accident, then the total sum payable for Hospital Cash will be deducted from any subsequent claim under Section 1 Personal Accident.

SECTION 3 – Convalescence

Cover (applicable to Section 3 Convalescence)

In the event that the Insured Person is confined to Home on the instructions of a Medical Practitioner following Hospitalisation due to accidental Bodily Injury sustained or Sickness first manifesting itself during the period of insurance, the Underwriters will pay the benefit as stated in the Schedule for each complete week of confinement to Home, after the first complete week of confinement, up to a maximum of 52 weeks in all.

Definitions (applicable to Section 3 Convalescence)

1. Hospitalisation

Shall mean the admission of an Insured Person into a properly licensed Hospital for treatment as an in-patient for a period in excess of 5 (five) consecutive days.

2. Chronic

Shall mean any medical condition, which reoccurs following treatment and for which there is no permanent cure.

3. Sickness

Shall mean the illness or disease of an Insured Person which first manifests itself during the period of insurance and is certificated by a Medical Practitioner.

4. Hospital

Shall mean an institution which meets the following criteria:-

- (a) Maintains permanent and full time facilities for the care overnight to resident patients.
- (b) Has diagnostic and therapeutic facilities for medical and surgical diagnosis, treatment and care of injured and sick persons by and under the supervision of Medical Practitioners.
- (c) Continuously provides 24 hour a day nursing service supervised by State Registered Nurses or nurses with the equivalent national recognised state vocational qualification.
- (d) Is not, other than incidentally:-
 - (i) a mental institution or
 - (ii) a rehabilitation hospital, nursing or convalescent home or place of rest for the aged or
 - (iii) a place for the treatment, rehabilitation or refuge for drug addicts and/or alcoholics.

5. Home

Shall mean:-

- (a) the Insured Person's home residence or
- (b) a rehabilitation hospital or
- (c) a convalescent home.

Exceptions (applicable to Section 3 Convalescence)

The Underwriters shall not be liable for:

1. Claims arising out of or contributed to by:
 - a) Pregnancy or childbirth.
 - b) An Insured Person contracting HIV/AIDS.
 - c) Elective and/or cosmetic surgery.
 - d) Any medical condition diagnosed as Chronic prior to incepting cover.
 - e) An Insured Person suffering from stress, anxiety, depression, mental anguish, mental disorder, neurosis or the like.
2. Confinement to Home occurring more than twelve calendar months after the date on which Bodily Injury is sustained or Sickness first manifests itself.

Condition (applicable to Section 3 Convalescence)

The total sum payable under this section in respect of any one or more claims shall not exceed in all, in any one period of insurance, the maximum level of benefit stated in the Schedule.

If compensation also becomes payable under Section 1 Personal Accident Benefits 1 to 10 in respect of injuries arising from the same accident, then the total sum payable for Convalescence will be deducted from any subsequent claim under Section 1 Personal Accident.

SECTION 4 – Shrapnel Benefit

Cover (applicable to Section 4 Shrapnel Benefit)

The Underwriters will pay the benefit as stated in the Schedule in the event that the Insured Person sustains Bodily Injury to any part of the body during the period of insurance which results in a restriction of movement, loss of strength or permanent physical disfigurement which in total covers at least 15 square centimetres in area or a total of 15 centimetres in length, such injury being caused by flying debris and/or a Projectile.

Definitions (applicable to Section 4 Shrapnel Benefit)

1. Projectile

Any object fired from a gun by means of an explosive charge including but not limited to a bullet, shell, rocket or grenade.

Condition (applicable to Section 4 Shrapnel Benefit)

The total sum payable under this section in respect of any one or more claims shall not exceed £1,200 in all, in any one period of insurance.

SECTION 5 – Term Life

This section is only operative if indicated as covered in the Schedule.

Cover (applicable to Section 5 Term Life)

In the event of the death of the Insured Person the Underwriters shall within the terms of this section pay the benefits as defined below.

This is to certify that in accordance with the authorisation granted under Contract S091683 to Beazley Furlonge Ltd (“the Underwriters”), and in consideration of the premium specified in the Schedule the said Underwriters are hereby bound to insure in accordance with the terms and conditions herein or endorsed hereon, whereas each Insured Person named in the Schedule has made to the Underwriters a written proposal and declaration which is hereby agreed to be the basis of this Certificate and to be considered as incorporated therein, the Underwriters hereby agree with all Insured Persons to the extent and in the manner hereinafter provided that if an Insured Person dies as a result of natural causes as defined during the period and operative time of this Certificate, they will pay compensation to such Insured Person or to his legal representatives.

Definitions (applicable to Section 5 Term Life)

- 1. Certificate holder/You/Your**
The Certificate holder named in the Schedule
- 2. The Underwriters/We/Us**
Shall mean Beazley Furlonge Ltd.
- 3. Death**
Shall mean death by natural causes other than:
 - (i) death by suicide occurring within 12 months of cover coming into force,
 - (ii) death by accident. (Death by accident is covered under the Personal Accident Section of this Certificate).
- 4. Insured Person**
The Insured Person(s) under this section is/are determined by the cover selected for the Personal Accident Section as shown in the Schedule. Where the Schedule indicates that Individual Cover has been taken, the Insured Person under this section is the Certificate holder only. Where Family Cover has been taken, the Insured Persons under this section are the Certificate holder and Spouse only.
- 5. Period of Insurance**
From the commencement date as set out in the Schedule for a period of twelve months and any further period for which the Underwriters accepts a premium.
- 6. Benefit**
The benefit payable under this section is determined by the level of cover shown under Section 5 Optional Term Life.

Provisions (applicable to Section 5 Term Life)

The application form and the Certificate constitute the entire contract between the parties hereto. All statements made by the Insured Persons shall, in the absence of fraud, be deemed representations and not warranties and no statement shall void the insurance or be used in defence of a claim under it, unless it is contained on a written application.

Terminations (applicable to Section 5 Term Life)

Cover shall immediately terminate on the earliest of the following Dates:

- (i) In respect of the Spouse on the date the Spouse ceases to be the Certificate holder's Spouse.
- (ii) On the date of Death except where Family Cover has been selected and where a surviving adult is eligible to continue cover.

The Underwriters shall have the right to terminate the cover if the premium is not paid on the due date.

Conditions (applicable to Section 5 Term Life)

The following special conditions apply:

- 1) All benefits shall be payable only to the legal personal representative whose receipt shall actually discharge the Underwriters.
- 2) Notice shall be given to the Underwriters in writing as soon as practicable and in any case within 30 days of any occurrence which may give rise to a claim under this Certificate.
- 3) All certificates information and evidence required by the Underwriters shall be furnished in the form prescribed and without expense to the Underwriters.
- 4) This Certificate shall not acquire a surrender value.

General Conditions Applicable to all Sections

(Specific conditions are contained with each section)

1. Interpretation

Any word or expression to which a specific meaning has been attached will bear the same meaning wherever it may appear except where a definition is contained within a section in which case such meaning will apply to that section only.

2. Material facts

The Insured Person will give immediate notice in writing to the Coverholder of any alterations, which materially affect the risk insured. If you are unsure if any alteration is relevant, you should inform the Coverholder e.g. leaving HM Forces.

3. Claims Procedure

All claims correspondence relating to this Insurance should be addressed to:

Davies Managed Systems Ltd
PO Box 2801
Stoke on Trent
Staffordshire
ST4 9DN
Telephone: 0844 856 2008 or 01782 339124

Please quote the Policy reference shown in the Schedule in all correspondence.

Written notice of a potential claim must be given as soon as practicable and in any event within 30 days after the occurrence of any event which may lead to a claim under this insurance. The Insured Person will supply without cost such certificates or evidence, which thereafter may reasonably be required. Where a fraudulent claim is made under any section within this insurance or where the Insured Person, Insured Person's legal representative or anyone acting on their behalf uses fraudulent means in order to attempt to claim under this insurance, the Underwriters will be under no liability in respect of such claim.

4. Assignment

The Underwriters will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this insurance.

5. Jurisdiction

This insurance will be governed by and construed in accordance with English law.

6. Interest

No sum payable under this insurance will carry interest.

7. Observance

The liability of the Underwriters shall be conditional on the observance by the Insured Persons of the specific and General Conditions and any endorsements of this Certificate.

8. Non-payment of Premium

If premium is not paid, this insurance will be considered void from its intended commencement date of insurance.

9. Fraud

If any claim is in any respect fraudulent or if any fraudulent means including submission of falsified documents are used to obtain benefit by the Insured Person or anyone acting on the Insured Person's behalf, this Certificate shall become void and all benefit under the Certificate shall be forfeited.

10. Transfer of Benefit

You may not transfer the benefit under this Certificate by assignment, declaration of trust or legal charge.

11. Eligibility

The Insured Person must be under age 60 at the time the Certificate commences.

12. Law Applicable to Contract

The Parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

General Exceptions Applicable to all Sections

(Specific exceptions are contained with each section)

Underwriters shall not be liable for death or bodily injury:

1. Hazardous Pursuits

Sustained whilst taking part in racing by horse, motor or motorcycle, mountaineering where ropes or guides are normally used, aviation (except when travelling solely as a passenger), parachuting, skydiving, hang-gliding, potholing, winter sports or professional sports. This exclusion is deemed not to apply to HM Forces personnel in the event that the Insured Person is undertaking such activities whilst on duty.

2. Drugs

Sustained as a result of or contributed by drugs that the Insured Person is taking other than drugs taken in accordance with treatment subscribed and directed by a qualified registered Medical Practitioner (but not for the treatment of drug addiction).

3. Alcohol

Sustained whilst an Insured Person is under the influence or affected by alcohol.

4. Pre Existing Conditions

Arising from any pre-existing condition, physical or mental defect, infirmity or illness for which the Insured Person has received medical treatment or advice in the twelve months before the inception of this insurance.

5. Post Traumatic Stress

Sustained whilst an Insured Person is suffering from post traumatic stress disorder.

6. Criminal Act

Resulting from an Insured Person's own criminal acts.

7. Suicide

(i) Personal Accident, Hospital Cash, Convalescence and Shrapnel Benefit Sections

Arising out of or contributed to, by the Insured Person's intentional self injury, suicide, attempted suicide whether sane or insane at the time, or deliberate exposure to exceptional danger (except in an attempt to save human life).

(ii) Term Life Section

Arising out of or contributed to, by the Insured Person's suicide within twelve months of the inception date of cover.

8. Age Limit

Sustained by an Insured Person who exceeds 60 years of age at the inception of this insurance.

9. War, Terrorism and Related risks

Caused or contributed to by:

(i) War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America,

(ii) War in Europe, whether declared or not, other than any enforcement

action by or on behalf of the United Nations, in which any of the countries stated in (i) above or any armed forces thereof are engaged,

- (iii) An act of terrorism, war or civil war involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion;

“Act of terrorism” shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Chemical” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biological produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans animals or plants.

If the Underwriters allege that by reason of this exclusion a claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

10. Radioactivity

Directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

Exclusion Period

In the event of agreed circumstances the Underwriters may declare an Exclusion Period. The Exclusion Period may take effect immediately or on a future stated date. This will operate as follows;

- a) The Underwriters will not accept applications for cover or additional cover applied for during an Exclusion Period or the 30 days immediately prior to the commencement of an Exclusion Period.
- b) Any premium received by the Underwriters in respect of cover affected by or in respect of the Insured Person during 30 days immediately prior to the commencement of an Exclusion Period shall be returned.
- c) The cover of an Insured Person who enrolled before an Exclusion Period and its previous 30 days will not be affected and the benefits will continue.

Complaints Procedure

You are important to us but we do recognise that there may be times when you feel dissatisfied with our service. In that situation you should contact:

The Managing Director
Towergate Wilsons
Towergate House
7 Dominus Way
Meridian Business Park
Leicester
LE19 1RP
Tel No: 0116 240 7777
Fax: 0116 240 7701

If you remain dissatisfied or you feel your complaint remains unresolved please write to:

- (i) In respect of the Personal Accident, Fracture, Hospital Cash, Convalescence and Shrapnel Benefit Sections Policyholder & Market Assistance, Lloyd's Market Services, 1 Lime Street, London, EC3M 7HA
- (ii) In respect of the Term Life Section
Compliance Department, Beazley Furlonge Ltd, Plantation Place South
60 Great Tower Street
London
EC3R 5AD

If you are still unhappy you should then contact:

The Financial Ombudsman Service:
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The existence of these internal arrangements does not affect your right to seek legal advice and take legal action.

Financial Services Compensation Scheme

Kiln Syndicate 510, Houston Casualty, Beazley Syndicate 623, Arch Syndicate 2012, Brit syndicate 2987 & Amlin Syndicate 2001 and Beazley Furlonge Ltd are covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available on the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN.

How to Contact Us

Helpline for general enquiries and additional information: **+44 (0) 116 240 7777**

Fax: **+44 (0) 116 240 7701**

E-Mail: **Wilson@towergate.co.uk**

Address:

Towergate Wilsons
Towergate House
7 Dominus Way
Meridian Business Park
Leicester
LE19 1RP

Towergate Wilsons is a trading name of Towergate Underwriting Group Ltd.

Registered address: Towergate House, Eclipse Park,
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