

MILITARY INSURANCE

# Right Dress Basic<sup>+</sup>



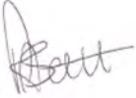
This policy is issued in accordance with the authorisation granted to Towergate Insurance by the insurer(s) as detailed in **Your** policy schedule.

**We** will pay for any loss, damage, injury, cost or liability described in this policy arising from events happening during any period of insurance for which **You** have paid and **We** have accepted the premium.

The statement of fact and declaration made by **You** are incorporated into this insurance contract.

This policy should be read together with the schedule and any endorsements. The schedule and any endorsement are all part of the policy. **Your** policy is evidence of the contract of insurance.

Towergate Insurance  
Ellenborough House  
Wellington Street  
Cheltenham  
GL50 1XZ  
Telephone: 01242 533747  
Facsimile: 0116 240 7701  
Email: Militarykitandpet@towergate.co.uk



David Scutt  
For and on behalf of Towergate Insurance

**Your** policy is arranged by Towergate Insurance.

Towergate Insurance is a trading name of Towergate Underwriting Group Limited.

Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

Registered in England No. 4043759. [www.towergate.co.uk](http://www.towergate.co.uk)

Authorised and regulated by the Financial Conduct Authority.

Underwritten by the insurer(s) as detailed in **Your** policy schedule.



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# How to use sections 1 & 2 of Your Right Dress Basic<sup>+</sup> policy

## Your policy and the cover it provides

The policy booklet gives details of all the cover available under **Our** Right Dress Basic<sup>+</sup> Insurance. Cover is divided into two sections, each section tells **You** what **We** will and will not pay for. The schedule, which is enclosed with **Your** policy makes the document particular to **You**. The schedule shows which sections of the policy apply to **You** and also the amount of cover provided under those sections. **You** will not be covered under any section that has not been requested and paid for by **You**.

However, **You** may apply to alter **Your** cover at any time in the light of changing circumstances.

**You** should read **Your** policy carefully and if **You** are unsure on any point **You** should contact Towergate Insurance as soon as possible.

## Your cancellation rights

**You** have the right to cancel **Your** policy at any time. If **You** do so within the first 14 days after receiving **Your** policy documentation **You** may be entitled to a refund.

To exercise **Your** right to cancel **Your** policy, please contact Towergate Insurance, Towergate House, Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force for the term of the policy and **You** will be required to pay the premium as stated.

See the General Conditions on page 18 for the full cancellation details.

## Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.



## Changing Your details

**You** must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell **Us** about are:

- If **You** change **Your** address;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the **Military & Personal Property** sum insured changes (if **You** have these sections insured with **Us**);
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided;

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made.

In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in "General Conditions applying to this policy – 3. Cancellation".

## Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. **You** can find out more about the ICO here: [ico.org.uk](http://ico.org.uk).

### Who are We?

Towergate (part of The Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

**You** can contact **Us** for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London EC2N 3AS. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about The Ardonagh Group of companies please visit [www.ardonagh.com](http://www.ardonagh.com).

### What information do We collect?

To enable **Us** to provide **You** with the right product or service to meet **Your** needs (or to handle a claim) **We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code).



**We** may need to request and collect sensitive personal information such as details of convictions or medical history for **Us** to provide **You** with the product or service or to process a claim.

**We** only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek **Your** explicit consent to process this information as it is required by **Us** to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information then **We** will be unable to offer **You** that product or service.

### **How do We use Your personal information?**

**We** will use **Your** personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis.

**We** may also take the opportunity to:

- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to **Our** websites.

Only where **You** have provided **Us** with consent to do so, **We** may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time **We** will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). **We** are fully committed to Ofcom regulations and have strict processes to ensure **We** comply with them.

To ensure the confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

**We** may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### **Securing Your personal information**

**We** follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

**We** store all the information that **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

### **When do We share Your information?**

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).



In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

**We** will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where **We** have **Your** consent to do so.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

**We** may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

**We** may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

#### **How long do We keep Your information for?**

**We** will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

**We** will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

#### **Your rights**

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

**We** may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it.

If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

Further details of **Your** rights can be obtained by visiting the ICO website at [ico.org.uk](http://ico.org.uk).



# Complaints procedure applying to Sections 1 & 2

If at any time **You** have complaint about the service **We** provide for **You**, then please follow the complaints procedure as detailed in **Your** policy schedule.

## How much to insure for

It is up to **You** to make sure that the amounts **You** insure for represent the full value of the property concerned. **You** can change **Your** sums insured at any time, **You** don't have to wait for renewal. Remember, If **You** underinsure, any claims payment may be reduced.

## What **You** must do when making **Your** claim under sections 1 & 2

Please first read this policy and **Your** schedule to check that **You** are covered then refer to and follow the claims procedure detailed below.

In the event of loss of or damage to property or any accident or incident likely to result in a claim advise Towergate Insurance on 01242 533 748 or e-mail: [militaryclaims@towergate.co.uk](mailto:militaryclaims@towergate.co.uk) as soon as reasonably possible. Tell **Us** what happened and let **Us** have as much information as possible. Towergate Insurance will verify **Your** cover and deal with **Your** claim as quickly as possible. If **You** need to ask any questions during **Your** claim, please call Towergate Insurance.

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) report to the civilian, military or regimental police any theft, malicious damage, vandalism or loss of property.
- ii) report to the credit card company any loss or theft of **Credit Cards**.
- iii) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) send Towergate Insurance any letter, writ, summons, or other legal document issued against **You** or **Your** family without answering it.
- ii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

To help prove **Your** claim Towergate Insurance may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your** property.

To help assist in dealing with **Your** claim may require **You** to obtain estimates for the replacement or repair of damaged property.



## Conduct of claims

### a) Our Rights

In the event of a claim **We** may:

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

### b) Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

## Proof of ownership

To help prove any loss it is recommended that **You** keep receipts, valuations, photographs, instructions booklets and guarantee cards.

## Supporting evidence

When **You** make a claim supporting evidence will be needed, the most common requirements are:

- If issued military kit is lost or damaged, the appropriate charge form and a copy of **Your** payslip showing that the charge has been deducted from **Your** pay.
- Damage to other property will require written confirmation from a professional repairer confirming that the property is beyond repair or stating the cost of the repair.
- Where property is lost or stolen receipts or instruction booklets or guarantees are needed to establish ownership.

Remember that it is a policy condition that all losses or thefts are reported to the civilian, military or regimental police. Please provide the name and full postal address of the police authority concerned and the crime reference or lost property number.



## Definitions applying this policy

The words defined below will have the same meaning wherever they appear in sections 1 & 2 of this policy and will be highlighted by the use of bold print and start with a capital letter. The definitions for sections 3 Excess Insurance Protection and Section 4 Family Legal Protection are stated in section 3 and 4 respectively.

### Room Contents

Household goods and equipment usually contained within **Your** single occupancy lockable room.

The term **Room Contents** does not include:

- Property more specifically insured by this or any other policy.
- Motor vehicles, caravans, watercraft, aircraft and their accessories.
- Animals.
- Securities and documents of any kind.
- Permanent fixtures and fittings.
- Property or **Money** held for any professional or business purposes.

### Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

### Excess

The first part of any claim which **You** must pay.

### Issued Uniforms and Kit

Uniforms, items of kit and medals and decorations normally worn or carried about the person issued to **You** on permanent or temporary issue for **Your** sole personal use and for which **You** are personally responsible and not held for the benefit of others.

### Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

### Personal Effects

Personal property which is portable and normally worn or carried on or about the person. The term **Personal Effects** does not include **Money** and **Credit Cards** or contact or corneal lenses, mobile phones, laptop computers, tablet computers, pedal cycles, windsurfers and canoes unless specified.

### Valuables

Jewellery, gold, silver, precious metals, watches and furs.

### We/Us/Our

The insurer(s) named in **Your** schedule.

### You/Your

The person named in **Your** schedule.



# Section 1; Military & Personal Property

**Your** schedule tells **You** if this section is in force.

Cover applies anywhere in the world.

## We will pay for

Accidental loss of or damage to property owned by **You** described on the schedule as follows:

### A

- 1. Issued Uniforms and Kit.**
- 2.** Purchased uniforms and kit
- 3.** Civilian clothing
- 4. Personal Effects, Valuables** and sports equipment
- 5. Room Contents**
- 6.** Items specified in **Your** schedule

## We will not pay for

- the amount of any **Excess** shown on **Your** schedule
- loss or damage listed under the general exclusions to section 1
- any amount exceeding the sums insured and/or limits stated on the schedule

### A

- items held for the benefit of others.
- **Money, Credit Cards**, securities or documents.
- pedal cycles unless specified.
- pedal cycles in the course of racing, pacemaking or trials.
- theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the **Home**
- pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.
- contact or corneal lenses lost or damaged whilst swimming or bathing.
- loss of or damage to parachutes, diving and climbing equipment whilst in use.
- loss or damage caused by domestic animals.



## We will pay for - continued

### B Personal Money and Credit Cards

#### 1. Personal Money

Loss of personal **Money** up to the limit stated in the schedule in total.

## We will not pay for - continued

- watercraft (including sailboards, kite surfers and windsurfers unless specified), aircraft, caravans, trailers and mechanically propelled vehicles which includes motor cycles, children's motor cycles, motor cars, children's motor cars, quad bikes and children's quad bikes and the accessories of any of these but not including lawnmowers, garden implements, wheelchairs, models and toys.
- any living creature.
- loss of mobile phone air time.
- engagement rings unless worn or kept in a locked safe.
- accidental loss or damage and/or theft or attempted theft unless consequent upon violent and forcible entry to or exit from the property, or trespass or attempted trespass when let or sublet.
- theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle.

### B Personal Money and Credit Cards

#### 1. Personal Money

- Loss of **Money** by mistake in change, counting or overpayment.
- Loss of **Money** not reported to the civilian, military or regimental police.
- Loss of **Money** held for professional or business purposes.



## We will pay for

### 2. Fraudulent Use of Credit Cards

Financial loss from fraudulent use by any unauthorised person of **Credit Cards** held for social, domestic and pleasure purposes for which **You** are responsible up to the limit stated in the schedule.

### C. Damage to Service Accommodation

Up to the limit stated in the schedule in respect of **Your** liability arising from being a licensee under a licence to occupy service family accommodation or substitute service family accommodation for accidental damage to the building and contents of the single and unaccompanied service personnel accommodation occupied by **You**.

### D. Downloaded Music and Other Information

Up to £2,500 for the cost of replacing **Your** music and other downloaded information **You** have purchased, which is stored on home computers and storage devices as a result of loss or damage insured by section 1 – the Standard Cover.

## We will not pay for

### 2. Fraudulent Use of Credit Cards

- Loss of **Credit Cards** not reported to the civilian, military or regimental police and issuing authority.
- Loss from unauthorised use by **You** or **Your** family.
- Loss from fraudulent use by any unauthorised person of **Credit Cards** unless **You** have complied with the terms and conditions under which the card was issued.

### C. Damage to Service Accommodation

- The cost of reconstituting any films, tapes, CDs or discs, or re-writing of any stored information.

### D. Downloaded Music and Other Information

- Downloaded music or other information acquired illegally or where proof of ownership cannot be proved



# General Exclusions to Section 1

Loss or damage caused by:

- Wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown or misuse.
- Detention or confiscation by customs or other officials.

## Settlement of Military & Personal Property claims

**We** will at **Our** option:

- a) replace the item(s) as new (except for civilian clothing where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for civilian clothing where a deduction for wear, tear and depreciation will be made).

Replacement will be based on the current cost of replacing lost or damaged property on a like for like basis.

The sums insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on civilian clothing.

The sums insured will not be reduced by the amount of any claim, except for mobile phones, pedal cycles and other specified items which will be removed from cover after total loss or destruction.

**You** must tell **Us** if those items are to be insured again after replacement.

## Matching items

**We** will not pay for the cost of replacing any undamaged items which form part of a set, suite or other articles of a uniform nature, design or colour, (other than a pair) including carpets, when damage occurs to a specific part or within a clearly identifiable area and replacement cannot be matched.

## Underinsurance

If **You** claim and the sum insured shown in the policy schedule is not the full cost of replacement **We** will reduce the amount **We** pay to a proportionate amount.

For example, if the sum insured represents only one half of the full replacement cost after allowing for wear and tear and depreciation in respect of civilian clothing, **We** will only pay for one half of the amount lost or damaged.



## Section 2; Occupiers and Personal Liability

### We will pay for

Up to £2,000,000 for any one cause plus defence costs and expenses incurred by **You** with **Our** consent, to cover **You** against legal liability for:

- a) accidental death, bodily injury or disease of any person.
- b) accidental damage to property arising in any other personal capacity anywhere in the world.

### We will not pay for

Liability arising from:

Accidental death, bodily injury, illness or disease to **You**.

Damage to property which belongs to **You** or is in **Your** custody or control.

The ownership of the any buildings or land.

**Your** profession, business, or employment.

The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) other than liability arising from the ownership, possession or use of domestic gardening machinery.

The ownership or use of aircraft or watercraft unless they are models or hand propelled or watercraft specified on the schedule.

Any agreement or contract unless liability would have applied anyway.

The ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

Any wilful or malicious act.

Any liability arising from an award of a Court outside the United Kingdom.



# General Exclusions applying to sections 1 & 2

## This policy does not cover:

**A.** Any loss, damage, liability or injury nor any, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

### **1. War**

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

### **2. Terrorism**

Any loss or damage cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group 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 including the intention to influence any government and/or to put the public or any section of the public in fear: However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

**3.** Any action taken in controlling preventing suppressing or in any way relating to **(1)** or **(2)** above.



#### **4. Sonic Bangs**

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### **5. Radioactive Contamination**

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

#### **6. Loss in Value**

Loss in value of any property following repair or replacement.

#### **7. Wear and Tear**

Loss or damage arising from wear and tear (which shall include seepage of water through seams and seals into the **Home**), depreciation and mechanical or electrical breakdown.

#### **8. Pollution**

Pollution or contamination of any sort and however caused.

- 9 The failure or fear of failure or inability of any equipment or any computer programme, whether or not **You** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.

#### **B. Confiscation**

Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.



# General Conditions applying to sections 1 & 2

**You** must comply with these conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

## 1. Reasonable Care

**You** must take all reasonable steps to prevent accidents loss or damage and must maintain the property insured in sound condition and good repair.

## 2. Sums insured.

**You** must at all times keep the sums insured at levels which represent the full value of the property insured.

## 3. Cancellation

### Statutory Cancellation Rights

**You** may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the cancellation period) by writing to **Us** at the following address during the cancellation period:

Towergate Insurance,  
Ellenborough House  
Wellington Street  
Cheltenham  
GL50 1XZ

In the event of a claim there is no refund of premium and the full annual premium is required.

In the event of a claim, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

### Cancellation Outside The Statutory Period

**You** may cancel this policy at any time by providing prior written notice to the above address. Providing **You** have not incurred eligible claims during the period **You** have been on cover we will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

**We** reserve the right to cancel the policy by providing 21 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

### Non payment of premiums

**We** reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.



#### 4. Other Insurances

If any accident loss or damage covered by this policy is insured under another policy **We** will only pay **Our** rateable proportion of any claim.

#### 5. Fraud

**You** must not act in a fraudulent manner.

If **You** or anyone acting for **You**;

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

#### Then

- **We** shall not pay the claim.
- **We** shall not pay any other claim which has been or will be made under the policy.
- **We** may at **Our** option declare the policy void.
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date.
- **We** shall not make any return of premium.
- **We** may inform the police of the circumstances.

#### 6. Governing Law

**You** and **We** can choose the law which applies to this policy. **We** propose that English law applies. Unless **We** and **You** agree otherwise English law will apply to this policy.



## Section 3; Insure4Excess, Military Lifestyle Excess Reimbursement

This **Policy** document gives **You** the details of **Your** cover under this Military Lifestyle Excess Reimbursement section and should be read along with **Your Insurance Schedule** and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist **You** if **You** need to contact **Us**.

This section provides insurance to reimburse an excess **You** have paid for a claim under **Your Main Insurance Policy**, which could include this Right Dress policy or a separate policy for **Your** private motor vehicle or personal possessions.

Military Lifestyle Excess Reimbursement Insurance is subject to the terms, conditions and exclusions detailed under this section and in **Your Insurance Schedule**, which additionally confirms the **Period of Insurance** and the **Maximum Reimbursement Limit** which apply to all claims under this section. These two documents make up the insurance contract between **You and Us**.

This section has been arranged by Insure4Excess on behalf of the **Insurer** American International Group UK Limited.

Insure4Excess is a trading name of Towergate Underwriting Group Limited. Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN. Registered in England No. 4043759. [www.towergate.co.uk](http://www.towergate.co.uk). Towergate Underwriting Group Limited is authorised and regulated by the Financial Conduct Authority (FRN 313250). This can be checked by visiting the Financial Services Register ([www.register.fca.org.uk](http://www.register.fca.org.uk)).

The **Insurer's** registered office is The AIG Building, 58 Fenchurch Street, London, EC3M 4AB, United Kingdom. Registered in England No 10737370. The **Insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register ([www.register.fca.org.uk](http://www.register.fca.org.uk)).

### Cooling off period and Your right to cancel Your Policy

If the main **Policyholder** decides that they wish to cancel this insurance, they should simply contact Insure4Excess on + 44 (0) 1242 538 413 or write to Insure4Excess, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ, United Kingdom. If the main **Policyholder** cancels within 14 days of receiving the documents, they will receive a full refund of premium, as long as they have not made a claim and do not intend to make a claim.

The **Policyholder** can cancel at any time after the 14 day cooling off period and they will receive a pro rata refund of any premium less any customer service charge for the remaining **Period of Insurance** providing they have not made and do not intend to make a claim.

If **You** purchased this **Policy** through a broker, **You**, can also cancel the **Policy** by contacting **Your** broker.



## **Our right to cancel Your Policy**

**We** may cancel **Your Policy** at any time by giving **You** 30 days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. **We** will allow a proportionate refund of any premiums paid for the remaining **Period of Insurance**, as long as there have been no claims in the current **Period of Insurance**.



# Definitions applying to section 3

The following words, expressions or phrases listed below apply to each and every part of this section and will have the same meaning wherever they appear in this section in **Bold**.

## **Broker**

The insurance intermediary who sold **You** this Military Lifestyle Excess Reimbursement Insurance and who is named in **Your Insurance Schedule**.

## **Commercial Vehicle**

Any vehicle used for business use including vehicles comprising more than eight seats in addition to the driver's seat, vehicles having a maximum mass exceeding 5 tonnes, vehicles designed and constructed for the carriage of goods and all trailers, ambulances, caravans, tractors, combine harvesters and agricultural vehicles.

## **Excess**

The amount **You** have to pay in the event of a claim being made under **Your Main Insurance Policy**.

## **Insurance Schedule**

The document which forms part of the insurance contract between **You** and **Us**. It contains **Your** name and gives details of the level of cover provided under **Your** Military Lifestyle Excess Reimbursement Insurance. The **Insurance Schedule** will be issued to **You** by the **Broker**.

## **Insurer**

American International Group UK Limited for **Your** Military Lifestyle Excess Reimbursement insurance.

## **Main Insurance Policy**

Any of the following types of insurance policy taken out by **You** and under which **You** are named as the **Policyholder**:

- Right Dress Policy – a policy which protects **Your** items of uniforms and kit and medals and decorations normally worn or carried about the person issued to the **Policyholder** on a permanent or temporary issue for their sole personal use and for which they are personally responsible, excluding items held for the benefit of others.
- Motor Insurance Policy – a policy for **Your** private motor vehicle covering only Social, Commuting or Class One Business use (using **Your** car to drive to work and to other work sites), excluding policies for any **Commercial Vehicle** or invalid carriages.
- Personal Possessions Policy – a policy that covers handheld personal effects and valuables.

## **Maximum Reimbursement Limit**

The most **We** will pay in any one annual **Period Of Insurance**, as shown in **Your Insurance Schedule**.

## **Period of Insurance**

The period shown in **Your Insurance Schedule** for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premium.

**Policyholder** means the person who has paid for this Military Lifestyle Excess Reimbursement section and is shown on the **Insurance Schedule**.

**Start Date Of Cover** means the date that **Your** Military Lifestyle Excess Reimbursement cover starts as shown in **Your Insurance Schedule**.

**We/Us/Our** means Insure4Excess, Towergate Underwriting Group Limited as the introducer; and American International Group UK Limited as the **Insurer** for **Your** Military Lifestyle Excess Reimbursement Insurance.

**You/Your** the person who is named as the **Policyholder** in the **Insurance Schedule** and named as the **Policyholder** in the **Main Insurance Policy**.



# Important Information

## Privacy Policy

More details about **Our** use of Personal Information can be found in **Our** full Privacy Policy at **[www.towergateinsurance.co.uk/privacy-statement](http://www.towergateinsurance.co.uk/privacy-statement)** and **[www.aig.co.uk/privacy-policy](http://www.aig.co.uk/privacy-policy)** or **You** may request a copy by writing to: Information Security Officer, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN, and/or Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, or by email at: **[dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com)**.

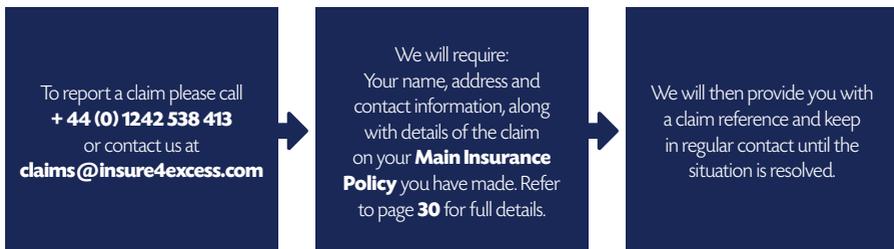
## Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**We** will not provide any benefit under this contract of insurance for residents of or incidents occurring in Cuba, Iran, North Korea, Region of Crimea, Sudan and Syria.

## Making a Claim

Firstly, check this Military Lifestyle Excess Reimbursement section and **Your Insurance Schedule** to make sure **You** have the appropriate cover. To report an incident or claim, please use the following contact details:





# Our Commitment to You

## Complaints about a sale

**We** will do everything possible to ensure that **You** receive at all times excellent service and being there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if **You** at any time, are dissatisfied with the service **You** have received from **Us** and wish to make a complaint **You** can by:

Calling: **We** can resolve many issues straight away therefore in the first instance, please contact **Us** on + 44 (0) 1242 538 413.

Writing: The Managing Director; Insure4excess, Ellenborough House, Wellington Street, Cheltenham, Gloucestershire GL50 1PZ

Alternatively, **You** may wish to email **Us** at [info@insure4excess.com](mailto:info@insure4excess.com)

## Complaints about a claim or policy coverage

Write: AIG Customer Relations, American International Group UK Limited, The AIG Building,  
2-8 Altyre Road, Croydon CR9 2LG

Call: +44 0800 012 1301

Email: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)

Online: [www.aig.co.uk/your-feedback](http://www.aig.co.uk/your-feedback)

Lines are open Monday to Friday 9:15am – 5pm, excluding bank holidays. The Customer Relations free call number may not be available from outside of the UK – so please call **Us** from abroad on +44 (0)208 649 6666.

**We** take all customer complaints seriously and **We** have established the following complaint procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving **Your** complaint:

In the first instance **We** would encourage **You** to contact the department **You** are unhappy with. Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint. A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.

Step 2: If **Your** complaint cannot be resolved within three business days following receipt:

**We** will send **You** an acknowledgement letter to explain **Your** complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support **You**, keep **You** informed of progress and provide one of the following within 8-weeks:

A final response letter explaining the outcome of **Our** investigation, the reason for it and the next steps; or

A holding letter confirming when **We** anticipate **We** will have concluded **Our** investigation.



### Step 3: Referring to the Financial Ombudsman Service:

After receiving **Our** final response or if **We** have been unable to conclude **Our** investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in **Our** final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: 0800 023 4567 or 0300 123 9123  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it first, or if **You** are:

a business with more than 10 employees and a group annual turnover of more than €2 million; or  
a trustee of a trust with a net asset value of more than £1 million; or  
a charity with an annual income of more than £1 million.

If **You** wish to complain about an insurance **Policy** purchased online **You** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/).

Following this complaint procedure does not affect **Your** rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

### **Financial Services Compensation Scheme (FSCS)**

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial 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 at [www.fscs.org.uk](http://www.fscs.org.uk) or call (Freephone) on 0800 678 1100 or 020 7741 4100.



# Your Policy Explained

## To Qualify for Cover

1. **You** must be named as the **Policyholder** under the **Main Insurance Policy**.
2. This insurance only applies if the **Excess** is under a **Main Insurance Policy** for **Your** military kit, a private motor vehicle or **Your** own personal possessions. Military Lifestyle Excess Reimbursement Insurance applies only to **Your** own personal insurances. It will not include any commercial insurances of any nature.
3. **You** must be a permanent resident of the United Kingdom, including the Channel Islands and the Isle of Man. This insurance will also cover **You** whilst **You** are deployed overseas in **Your** role for Her Majesty's Armed Forces.
4. If the **Main Insurance Policy** is for **Your** private motor vehicle 'You and all other insured drivers named on **Your** Motor Insurance Policy must be aged 18 or over.'

## Territorial Limits

**You** are covered only for claims which occur within the United Kingdom or whilst **You** are deployed overseas in **Your** role for Her Majesty's Armed Forces.

## What is Covered

If **You** make a claim under **Your Main Insurance Policy**, **We** will reimburse **You** the amount of any **Excess** that **You** had to pay.

**Your** Military Lifestyle Excess Reimbursement Insurance applies only if:

- (a) the incident that gave rise to the claim under **Your Main Insurance Policy** happened during the **Period of Insurance** of **Your** Military Lifestyle Excess Reimbursement Insurance.
- (b) the claim under **Your Main Insurance Policy** was successful and was for more than the amount of the **Excess**.
- (c) **You** can claim under Military Lifestyle Excess Reimbursement more than once during the **Period of insurance** but in total **We** will only reimburse **You** up to the **Maximum Reimbursement Limit** shown in the **Insurance Schedule**.

## General Exclusions to Section 3

1. Any claim under this insurance **You** make within the first 30 days immediately following the **Start Date of Cover** unless this insurance was taken out at the same time as the **Main Insurance Policy** **You** are making a claim under.
2. Any **Excess** **You** paid under a motor insurance policy if the claim under that policy was only for glass repair or replacement.
3. If **You** were aware at the **Start Date of Cover** that **You** were going to make a claim under **Your Main Insurance Policy**.
4. Where any amount contributed by **You** or deducted from the settlement of **Your** claim is not clearly stated in **Your Main Insurance Policy** as being the policy **Excess**.



5. Where **You**, and any other party claiming under this Military Lifestyle Excess Reimbursement section do not qualify for cover – as defined on page 26 of this policy.
6. Any expenses assumed, waived or paid by the insurer of **Your Main Insurance Policy**.
7. Where the **Excess You** paid was under a motor insurance policy and the motor vehicle was used for:
  - a. hire and reward;
  - b. any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event;
  - c. any business use other than “Class One Business Use” as normally defined by motor insurers;
  - d. any purpose in connection with the motor trade.
8. any loss caused by war, whether declared or not between any of the following countries, namely France, the United Kingdom, Russia or any state that was formerly a member of the Union of Soviet Socialist Republics, the United States or The People’s Republic of China.
9. where the **Excess** required from **You** under **Your Main Insurance Policy** has already been made good by another party or where no **Excess** was paid by **You** or deducted from the claim settlement by the insurer of **Your Main Insurance Policy**.
10. notwithstanding any provisions to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion:

“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this **Policy** by 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 or ideological 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 **We** allege that by reason of this exclusion any loss is not covered by this **Policy** the burden of proving the contrary will be upon the **Policyholder**.



## General Conditions to Section 3

1. **You** must keep to the terms and conditions of this Military Lifestyle Excess Reimbursement section. Take all reasonable steps to avoid, prevent damage, injury or loss and reduce or avoid claims under your **Main Insurance Policy**.
2. In deciding to accept this section and in setting the terms and premium **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions, **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this section as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this section as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel this section in accordance with the cancellation rights above.

**We** will write to **You** if **We**:

- intend to treat this section as if it never existed; or
- need to amend the terms of this section.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

3. **You** must tell **Us** about any claims as soon as reasonably possible. **You** must provide **Us** with all the information and help **We** may need or ask for and at **Your** own expense, provide full details to support **Your** claim.
4. **You** must comply with the conditions outlined in the **Main Insurance Policy** to ensure that **You** can claim under this section.
5. **You** must not admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us** except with **Our** written consent. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name.
6. **We** may at **Our** own expense take proceedings in **Your** name to recover compensation from any Third Party in respect of any indemnity provided under this Insurance and any amounts so recovered shall belong to **Us**. **You** must provide all reasonable assistance to **Us**.
7. **You** must advise **Us** if **You** are reimbursed by any other party any amount that relates to a claim that **You** have submitted to **Us**.



8. **Fraudulent acts**

If **You** make a fraudulent claim under this insurance contract, **We**:

- are not liable to pay the claim; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If We exercise **Our** right under this clause:

- **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- **We** need not return any of the premiums paid.

9. **Other Insurance**

If any claim is covered by any other insurance, or would have been covered if this section did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

10. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. This **Policy** will be governed by English law and **You** and **We** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **You** reside in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **You** and **Us** before the commencement date.
12. The terms and conditions of this **Policy** will only be available in English and all communication relating to this **Policy** will be in English.



# How to make a Claim

To make a claim under Military Lifestyle Excess Reimbursement, please contact **Us** on the details below:

**By post: Insure4excess, The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG, UK**

**Phone: + 44 (0) 1242 538 413**

**E-mail: [claims@insure4excess.com](mailto:claims@insure4excess.com)**

## Please note

All claims must be notified as soon as it is reasonably practical after the event which causes **You** to submit a claim.

Late notification of a claim may affect **Our** acceptance of a claim or result in the amount **We** pay being reduced.

**Our** Insure4excess claims team is open Monday to Friday between 9:15am and 5pm. A claim form can be sent to **You** as soon as **You** tell us about **Your** claim.

**We** will ask **You** to complete a claim form and to provide at **Your** own expense all reasonable evidence required by **Us** to support a claim. If the information supplied is insufficient, **We** will identify the further information which is required and ask **You** to provide **Us** with it. If **We** do not receive the information **We** need, **We** may reject the claim.

Relevant information is likely to include, but not limited to:

1. A copy of the **Schedule, Policy** wording or **Insurance Schedule** of **Your Main Insurance Policy**;
2. A copy of the settlement by the **Insurers** of **Your Main Insurance Policy**;
3. Any other supporting documents to allow **Us** to process **Your** claim.

To help **Us** prevent fraudulent claims, **We** store **Your** personal details on a computer and **We** may transfer them to a centralised system. **We** keep this information in line with the conditions of the Data Protection Legislation.



## Section 4; Family Legal Expenses Insurance

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Limit of Indemnity** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and
- b) The **Legal Action** takes place in the **Territorial Limits**.



## Definitions applying to section 4

### Adviser

**Our** specialist panel solicitors or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where court proceedings have been started or a **Conflict of Interest** arises, another legal representative nominated by **You**.

### Advisers' Costs

Reasonable legal or accountancy fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

### Computer

Any **Computer** or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

### Conflict of Interest

There is a **Conflict of Interest** if **Your Advisers'** duty to act in **Your** best interests in relation to **Your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **Your Adviser** owes, or obligation it has, to any other party.

### Excess

The amount that **You** must pay towards the cost of any claim as stated below:-

Property Infringement section: £250

All other sections: Nil

### Identity Theft

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

### HM Revenue and Customs Full Enquiry

An enquiry under Section 9A of the Taxes Management Act 1970 into **Your** PAYE income or gains.

### Insurance Providers

AmTrust Europe Limited.

### Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from **Identity Theft** the **Insured Incident** is a single act or the start of a series of single acts against **You** by one person or group of people.

In a claim arising from an **HM Revenue and Customs Full Enquiry**, the **Insured Incident** shall be deemed to be the date **HM Revenue and Customs** issue a formal notice to **You** notifying of a full enquiry into **Your** non-business affairs.



### **Insured Period**

One year from the inception or renewal date shown on **Your** insurance schedule.

### **Legal Action(s)**

- The pursuit or defence of civil legal cases for damages or injunctions, or
- The defence of criminal prosecutions to do with **Your** employment, or
- The defence of motor prosecutions.

### **Limit of Indemnity**

The maximum payable in respect of an **Insured Incident** is stated below:

All sections: £50,000

### **Standard Advisers' Costs**

The level of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.

### **Territorial Limits**

Employment, Personal Injury, Property Disputes and Legal Defence:

Worldwide Contract Disputes: Worldwide exc. USA

All other sections: UK, Isle of Man & Channel Islands

### **We/Us/Our**

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **Insurance Providers**.

### **You/Your**

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members normally resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

### **Vehicle**

Any motor **Vehicle** or motorcycle owned by **You**.



# Section 4 Cover

## What is insured

### A. Consumer Pursuit

**Advisers' Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance. The dispute must have commenced after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

### B. Personal Injury

**Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

### C. Clinical Negligence

**Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages following clinical negligence in an identified act of surgery or clinical or medical procedure, resulting in **Your** personal injury or death against the person or organisation directly responsible.

## What is not insured

### A. Consumer Pursuit

- Where the amount in dispute is less than £100 plus VAT.
- Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for.
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

### B. Personal Injury

- Arising from medical or clinical treatment, advice, assistance or care.
- Arising from stress, psychological or emotional injury.
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event.
- Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for.

### C. Clinical Negligence

- Arising from the failure or delay to correctly diagnose **Your** condition.
- Arising from an allegation of clinical negligence in failing to provide a satisfactory standard of care other than in relation to surgical, medical or clinical procedures.
- Arising from stress, psychological or emotional injury.
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event.



## What is insured

### D. Employment Disputes

**Advisers' Costs** to pursue a **Legal Action** relating to a breach of **Your** employment rights by **Your** employer.

### E. Property Infringement

**Advisers' Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home (including **Your** holiday home). This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

### F. Property Damage

**Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to **Your** main home including **Your** holiday home) or **Your** personal effects. The damage must have been caused after **You** first purchased this insurance.

## What is not insured

### D. Employment Disputes

- Where the breach of **Your** employment rights occurred within the first 90 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your** contract of employment or the costs associated with any compromise agreement.
- Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment.
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay.

### E. Property Infringement

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

### F. Property Damage Claims;

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- Where the amount in dispute is less than £100 plus VAT.



## What is insured – continued

### F. Motor Prosecution Defence

**Advisers' Costs** to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a motor **Vehicle**.

### G. Consumer Defence

**Advisers' Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling goods (in a private capacity) for the private and personal use of another person. The contract must have been made after the **You** first purchased this insurance. The dispute must have commenced after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

## What is not insured – continued

### F. Motor Prosecution Defence

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which **You** do not get penalty points on **Your** licence for.

### G. Consumer Defence

- Where the amount in dispute is less than £100 plus VAT.
- Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for.
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.



## What is insured

### H. Tax

**Advisers' Costs** incurred by an accountant if **You** are subject to an **H M Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:-

- a) Maintained proper, complete, truthful and up to date records.
- b) Made all returns at the due time without having to pay any penalty.
- c) Provided all information that the H M Revenue and Customs reasonably requires.

### I. Data Protection

**Advisers' Costs** to pursue a **Legal Action** against a person or organisation that has broken the Data Protection Legislation which has resulted in **You** suffering a financial loss.

### J. School Admission Disputes

**Advisers' Costs** in a **Legal Action** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.

## What is not insured

### H. Tax

- Where deliberate misstatements or omissions have been made to the authorities.
- Where the Special Compliance Officer is investigating **Your** affairs.
- For accountancy fees which relate to **Your** business trade or profession.
- In respect of income or gains which have been under-declared because of false representations or statements by **You**.
- For **Advisers' Costs** for any amendment after the tax return has initially been submitted to the H M Revenue and Customs.
- For **Advisers' Costs** arising after **You** receive a notice telling **You** that the enquiry has been completed.

### J. School Admission Disputes

- Arising where examinations or other selection criteria are part of the acceptance process.
- Involving schools which are not state schools falling under the LEA's jurisdiction or where the allocation of a place(s) does not sit within the LEA's responsibility.
- Arising prior to submitting an application to the school or LEA.
- Arising where the LEA's refusal occurred within 180 days of **You** first purchasing this insurance.



## What is insured – continued

### J. Personal Identity Theft

**Advisers' Costs** in a **Legal Action** in respect of **Insured Incidents** arising from **Identity Theft**:-

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Theft**.
- In order to liaise with credit referencing agencies and all other relevant organisation on **Your** behalf to advise that **You** have been the victim of **Identity Theft**.
- To defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Theft**.

## What is not insured – continued

- Where the process for appealing against the decision to refuse a place at the school has not been adhered to.
- Where the child has been suspended, expelled or permanently excluded from another school.
- For children under 5 years except for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

### J. Personal Identity Theft

- Where **You** have not been the victim of **Identity Theft**
- Where the **Insured Incident** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began.
- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance.
- Where the claim is false or fraudulent.
- Where **You** did not take reasonable precautions against Identity Theft or take action to protect yourself from **Identity Theft**.
- Where the **Identity Theft** has been carried out by somebody living with **You**.
- For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.
- For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Theft**.

**You** must agree to be added to the CIFAS Protection Register if **We** recommend it.



## What is insured

### K. Vehicle Identity Theft

**Advisers' Costs** in a **Legal Action** to defend civil or criminal legal proceedings arising from use of the **Vehicle's** identity by another person or organisation without **Your** permission.

### L. Legal Defence

- 1) **Advisers' Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances arising out of **Your** work as an employee:-
  - In a prosecution brought against **You** in a court of criminal jurisdiction.
  - In a civil action brought against **You** for compensation under Data Protection Legislation.
  - In civil proceedings brought against **You** under legislation for unlawful discrimination.
- 2) **Your** costs of being absent from work to attend any court, tribunal, arbitration disciplinary hearing or regulatory proceedings at the request of the **Adviser** or whilst on jury service. The amount **We** shall pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal and subject to a maximum of £1000.

## What is not insured

### K. Vehicle Identity Theft

- Where the **Vehicle's** identity has been copied by somebody living with **You**.
- Where the **Insured Incident** began to occur within the first 30 days of the **Insured Period**.
- Where **You** did not act to take reasonable precautions against **Your Vehicle's** Identity being copied without **Your** permission.
- For any losses (other than **Adviser's Costs**) incurred by **You** as a result of **Identity Theft**.

### L. Legal Defence

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the legal services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which **You** do not get points on **Your** licence for.
- Following an allegation of intentional violence or dishonesty.



## What is insured – continued

### M. Tenancy Eviction

**Advisers' Costs** to pursue eviction proceedings against a tenant to recover possession of a residential property owned by **You**, where the tenant fails to perform his obligations set out in the tenancy agreement relating to the rightful occupation of the property under an Assured Shorthold Tenancy Agreement.

## What is not insured – continued

### M. Tenancy Eviction

- Arising from or connected to **Your** performance or **Your** obligations under the tenancy agreement or where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable.
- Where **You** are in breach of any rules, regulations or Acts of parliament relating to the deposit.
- Where the amount in dispute is less than £250 including VAT.
- Where the **Insured Incident** began to occur within the first 90 days of the **Insured Period**.



### **Legal & Tax Helpline**

Use the 24-hour advisory service for telephone advice on any private legal or tax problem of concern to **You** or any member of **Your** household.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0344 770 1040** and quote "**Towergate Insurance**".

### **Counselling Helpline**

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

Simply telephone **0344 770 1036** and quote "**Towergate Insurance**".



# General Exclusions to Section 4

## 1. There is no cover where:-

- The **Insured Incident** began to start or had started before **You** bought this insurance.
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- A reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.
- **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim.
- Something **You** do or fail to do prejudices **Your** position or the position of the **Insurance Providers** in connection with the **Legal Action**.
- **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- Where **You** have other legal expenses insurance cover.

## 2. There is no cover for:-

- The **Excess**
- **Advisers' Costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary.
- The amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice.
- **Advisers' Costs** arising from any private prosecution.
- Damages, interest, fines or costs awarded against **You** in a criminal court.
- Claims over loss or damage where that loss or damage is covered under another insurance.
- Claims made by or against **Your** insurance advisor, the **Insurance Providers**, the **Adviser** or **Us**.
- Any claim **You** make which is false or fraudulent
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly .
- Appeals without the prior written consent of **Us**.
- The costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising .
- Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.
- **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.



### 3. There is no cover for any claim directly or indirectly arising from:-

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- **Computer** software other than proprietary packaged software that has not been tailored to **Your** requirements
- Planning law.
- Constructing buildings or altering their structure - except in relation to consumer disputes providing the amount in dispute is less than £5000 inc. VAT.
- Libel, slander or verbal injury.
- A dispute between **You** and someone **You** live with or have lived with.
- A lease or licence to use property or land other than under the 'Tenancy Eviction' section of cover.
- A venture for gain by **You** or **Your** business partners.
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- An application for a judicial review.
- Defending or pursuing new areas of law or test cases.
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**.
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying.
- A tax or levy relating to **You** owning or living in **Your** home.
- A manufacturer's warranty or guarantee.

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.



# General Conditions to Section 4

## 1. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance advisor providing fourteen days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim against the insurance.

**We** may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

## 2. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Theft**, these must be reported within 45 days of **You** becoming aware of the incident. **You** can complete and submit **Your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate an legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
  - i) Represent **You** in accordance with **Our** standard conditions of appointment
  - ii) Confirm in writing that he will enable **You** to comply with his obligations under this insurance.
  - iii) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
- d) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) **Insurance Providers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.



### 3. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 4. Reasonable Prospects

At any time **We** may form the view that **You** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **We** may decline support or any further support. In forming this view **We** may consider:-

- a) The amount of money at stake.
- b) Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.
- d) Whether **Your** interests could be better achieved in another way.

### 5. English Law

This contract is governed by English Law.

### 6. Language

The language for contractual terms and communication will be English.



# Customer Services Information

## How To Make A Claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal helpline.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline.

## Data Protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation").

## Customer Service

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**.

### **Our contact details are:-**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 0344 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

### **The Financial Ombudsman Service contact details are:-**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567 or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)



## Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** FCA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FCA's register by visiting the website [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register) or by contacting the FCA on 0845 606 1234.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AmTrust Europe Limited address details are:

Market Square House  
St James's Street  
Nottingham  
NG1 6FG  
Registered No: 1229676

## **Towergate Insurance**

Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ

Tel: **01242 533 747** Fax: **0344 892 0966**

**[www.towergate.co.uk/tcu](http://www.towergate.co.uk/tcu)**

Towergate Insurance is a trading name of Towergate Underwriting Group Towergate Ltd.  
Registered address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone,  
Kent, ME14 3EN. Registered in England No. 4043759.  
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