

MILITARY INSURANCE

Personal Accident Insurance Policy Wording







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Introduction

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

Effected through: Towergate Insurance

Towergate Insurance is a trading name of Towergate Underwriting Group Limited. Registered in England Company No. 4043759. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by checking the FCA website at [fca.org.uk/register](https://www.fca.org.uk/register) or by contacting them on **0800 111 6768**.

Your Cancellation Rights

You have a right (under Financial Conduct Authority rules) to cancel **Your Policy** during a period of fourteen (14) days from the day of purchase of the insurance or the day on which **You** receive **Your Policy** documentation, whichever is the later (Cooling Off Period). If **You** wish to do so, **You** will be entitled to a full refund of the premium paid.

You are entitled to cancel **Your Policy** at any time after the cooling off period has expired but doing so will not entitle **You** to any refund of premiums paid.

We, or any agent **We** appoint and who acts with **Our** specific authority, may cancel this **Policy** by sending thirty (30) days notice to **Your** last known address. No refund of premiums paid will be made. An additional charge may be made to cover the administrative costs.

We will only cancel this **Policy** for a valid reason. Examples of valid reasons include:

- non payment of premium;
- a change in risk occurring which means **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation requested by **Us**;
- threatening or abusive behaviour or the use of threatening or abusive language;
- where **We** reasonably suspect fraud or dishonesty or exaggeration.

Thank **You** for choosing Towergate.



Table of Benefits – Sections 1 – 4

Section 1 – Personal Accident

Benefit	Sums Insured per Insured Person		
	Option 1	Option 2	Option 3
1. Accidental Death	GBP 10,000	GBP 20,000	GBP 40,000
2. i) Permanent Total Disablement – from any and every occupation (see Extension 3)	GBP 20,000	GBP 40,000	GBP 80,000
ii) Permanent Total Disablement – from usual occupation (HM Forces Personnel only)	GBP 10,000	GBP 20,000	GBP 40,000
3. Loss of Both Limbs	GBP 20,000	GBP 40,000	GBP 80,000
4. Loss of Both Eyes	GBP 20,000	GBP 40,000	GBP 80,000
5. Loss of One Limb or One Eye	GBP 12,500	GBP 25,000	GBP 50,000
6. Loss of Speech	GBP 12,500	GBP 25,000	GBP 50,000
7. i) Loss of Hearing – in both ears	GBP 15,000	GBP 30,000	GBP 60,000
ii) Loss of Hearing – in one ear	GBP 7,500	GBP 15,000	GBP 30,000
8. Burns (up to) – see Extension 4	GBP 6,000	GBP 12,000	GBP 24,000
9. Fracture Benefit (up to) – see Extension 5	GBP 250	GBP 500	GBP 1,000

Section 2 – Hospital Cash

Benefit	Sums Insured per Insured Person		
	Option 1	Option 2	Option 3
Hospital Cash (per day) – up to a maximum of 365 days in all	GBP 15 per day up to a maximum of GBP 5,475	GBP 30 per day up to a maximum of GBP 10,950	GBP 60 per day, up to a maximum of GBP 21,900



Section 3 – Convalescence

Benefit	Sums Insured per Insured Person		
	Option 1	Option 2	Option 3
Convalescence (per week) – up to a maximum of 52 weeks in all	GBP 40 per week up to a maximum of GBP 2,080	GBP 80 per week up to a maximum of GBP 4,160	GBP 160 per week up to a maximum of GBP 8,320

Section 4 – Shrapnel Benefit

Benefit	Sums Insured per Insured Person		
	Option 1	Option 2	Option 3
Shrapnel Benefit	GBP 300	GBP 600	GBP 1,200



Section 1 – Personal Accident, Section 2 – Hospital Cash, Section 3 – Convalescence, Section 4 – Shrapnel Benefit

Cover (applicable to all sections)

Introduction

This **Policy** Wording, the **Schedule** and the Statement of Fact, together with any endorsements that apply, form the **Policy** which is the contract of insurance between **You** and **Us**.

These documents set out the full terms and conditions of the contract between **You** and **Us** and should be kept in a safe place.

Please read **Your** insurance documents carefully to ensure that all details are correct. It is important that **You** check that the information **You** have given to **Us** is accurate and complete – see Information given to Insurers below. If there is anything in the documents **You** do not understand, please contact **Us**.

You must comply with **Your** duties under each section and under the **Policy** as a whole. **We** agreed to insure **You** according to the Table of Benefits shown in the **Schedule** for **Bodily Injury, Sickness** or loss sustained by **You** during the **Period of Insurance** subject to the terms, conditions, limitations and exclusions contained in or endorsed in this **Policy**.

Information given to Insurers

In deciding to provide this **Policy** and in setting the terms and premium **We** have relied on the information given by **You**. **You** must take reasonable care when answering any questions **We** ask by ensuring that all information provided to **Us** is accurate and complete.

If any information **You** provide in relation to this **Policy** proves to be inaccurate or incomplete it could adversely affect this **Policy** or part of it and the validity of claims under it. In the event of such inaccurate or incomplete information being provided **We** may:

- treat this **Policy** as if it never existed and refuse to pay claims and return the premium paid. **We** will only do this if **We** provide **You** with cover which **We** would not otherwise have offered.
- amend the terms of this **Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness.
- charge **You** more for this **Policy** or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged; or
- cancel the **Policy** in accordance with the Cancellation Rights on page 4.



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

- intend to treat this **Policy** as if it never existed; or
- need to amend the terms of this **Policy**; or
- require **You** to pay more for this **Policy**.

If **You** become aware that information given to **Us** is inaccurate or incomplete, **You** must inform **Us** immediately.

A handwritten signature in black ink, appearing to read 'Rod Breeze'.

Rod Breeze
Managing Director

For and on behalf of Arch Insurance (UK) Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FCA Register Number 229887.



Definitions applicable to all sections

(Specific definitions are contained within each Section)

1. Accident

A sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during the **Period of Insurance**.

2. Bodily Injury

Means an identifiable physical injury which:

- a) is sustained by the **Insured Person**, and
- b) is caused by an **Accident** during the **Period of Insurance**, and
- c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, results in death, disablement, specified burns, specified fractures or **Hospitalisation** within twelve (12) calendar months from the date of the **Accident**.

3. Children

The **Insured Person's** dependent children, including adopted children, aged over thirty (30) days and under eighteen (18) years.

4. Chronic

Any medical condition, which reoccurs following treatment and for which there is no permanent cure.

5. Coverholder

Towergate Insurance

6. Hospital

Shall mean an institution which meets the following criteria:

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

7. Hospitalisation

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

8. Insured Person

Any person named in the **Schedule**. Where the **Schedule** indicates that Individual Cover has been taken, the **Insured Person** under this section is the **Policy Holder** only. Where Family Cover has been taken, the **Insured Persons** under this section are the **Policy Holder**, their **Spouse** and **Children**. Cover will not apply to persons older than sixty (60) years of age at the beginning of the **Period of Insurance**.



9. Insurers/We/Our/Us

Arch Insurance (UK) Limited.

10. Medical Practitioner

Any person who has the primary degrees in the practice of medicine and surgery and who is licensed to practice medicine in the country where treatment is given, other than:

- a) An **Insured Person**
- b) A member of the immediate family of an **Insured Person**
- c) An employee of the **Insured Person**

11. Period of Insurance

The period of cover shown in the **Schedule**.

12. Policy

This **Policy** Wording, the **Schedule** and the Statement of Fact, together with any endorsements that apply.

13. Policy Holder/You/Your

The **Policy Holder** named in the **Schedule**.

14. Schedule

The **Schedule** attached to and forming part of this **Policy**.

15. Sickness

The illness or disease of an **Insured Person** which first manifests itself during the **Period of Insurance** and is certified by a **Medical Practitioner**.

16. Spouse

Spouse or cohabitee who has been residing with the **Policy Holder** at the same address for at least six (6) months.

Section 1 – Personal Accident

Cover (applicable to Section 1 – Personal Accident)

If an **Insured Person** sustains **Bodily Injury** during the **Period of Insurance**, the **Insurers** will pay the **Insured Person** the appropriate benefit shown in the Table of Benefits.



Definitions (applicable to Section 1 – Personal Accident)

1. Loss of Limb or Limbs

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

2. Loss of Eye or Eyes

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

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

3. Loss of Speech

Total loss of speech that has lasted for fifty two (52) consecutive weeks without expectation of recovery.

4. Loss of Hearing

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

5. Permanent Total Disablement

- i) **Permanent Total Disablement** from any and every occupation.
Shall mean disablement that totally prevents the **Insured Person** from attending to any and every occupation whether within HM Forces or outside and which lasts twelve (12) calendar months from the date of the **Accident** and at expiry of that period is beyond hope of improvement.
- ii) **Permanent Total Disablement** from usual occupation (available to HM Forces Personnel only).
Shall mean disablement that totally prevents the **Insured Person** from attending to any gainful occupation within HM Forces, which is likely to continue for the remainder of the **Insured Person's** life and which necessitates medical discharge from HM Forces within twelve (12) calendar months from the date of the **Accident** giving rise to such medical discharge. This benefit is only available to **Insured Persons** in full-time paid employment as a member of HM Forces at the time of the disablement.

Compensation shall only be payable under one of Benefits 2(i) and 2(ii) stated in the Table of Benefits.

6. Burns

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

7. Fracture or Fractures

A break in the full thickness of a bone.



Extensions (applicable to Section 1 – Personal Accident)

1. Disappearance

In the event of the disappearance of the **Insured Person**, if after a suitable period of time (and in any event not more than twelve (12) calendar months) it is reasonable to believe death has occurred as a result of **Bodily Injury**, Benefit 1 Death will become payable subject to a signed undertaking by the person claiming on behalf of the **Insured Person** that if the belief is subsequently found to be wrong, such benefit will be refunded to the **Insurers**.

2. Exposure

Death or disablement caused as a direct result of exposure to the elements will be deemed to have been caused by **Bodily Injury** for the purposes of this extension provided the physical consequences of that exposure manifest themselves immediately, and are the subject of medical consultation and treatment as soon as reasonably practicable within the operational constraints of the armed forces.

3. Permanent Disability Scale

Permanent disability benefit, as follows, shall be payable as a percentage of the Sum Insured stated in the Table of Benefits in respect of Benefit 2(i) Permanent Total Disablement from any and every occupation:

- i) Permanent loss or loss of use of four fingers and thumb of either hand or permanent loss or loss of use of either hand 50%
- ii) Permanent loss or loss of use of four fingers of either hand 40%
- iii) Permanent loss or loss of use of one thumb of either hand:
 - a) both joints 30%
 - b) one joint 15%
- iv) Permanent loss or loss of use of a finger of either hand:
 - a) three joints 10%
 - b) two joints 7.5%
 - c) one joint 5%
- v) Permanent loss or loss of use of toes of either foot:
 - a) all on one foot 15%
 - b) big toe – both joints 5%
 - c) big toe – one joint 3%
 - d) any other toe 1%
- vi) Permanent loss or loss of use of:
 - a) shoulder or elbow 20%
 - b) wrist 15%
- vii) Removal by surgical operation of lower jaw 30%
- viii) Permanent disability not otherwise listed above up to 25% of Benefit 2(i)

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

The compensation payable under items (i) to (viii) above in respect of injuries arising from one **Accident** may be added together but the **Insurers** will not be liable for more than 100% of Benefit 2(i) Permanent Total Disablement from any and every occupation.

If compensation becomes payable under Benefit 2 to 7 of the Table of Benefits then compensation cannot also be claimed under items (i) to (viii) above.



4. Burns

Compensation shall be payable as a percentage of the Sum Insured stated in the Table of Benefits in respect of Benefit 8. Burns, as follows:

Burns that cover 27% or more of the body surface 100%

Burns that cover 18% or more but less than 27% of the body surface 65%

Burns that cover 9% or more but less than 18% of the body surface 35%

Burns that cover 4.5% or more but less than 9% of the body surface 15%

The total sum payable under this Extension in respect of one or more claims shall not exceed in all, in any one **Period of Insurance**, the maximum level of benefit stated in the Table of Benefits.

5. Fracture Benefit

Compensation shall be payable as a percentage of the Sum Insured in the Table of Benefits in respect of Benefit 9 Fracture Benefit:

- i) Fracture or fractures to the wrist or one or more bones of the arm (humerus, radius and ulna) – 50%
- ii) Fracture or Fractures to the ankle or one or more bones of the leg (femur, patella, tibia and fibula) – 100%

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

The total sum payable under this Extension in respect of one or more claims shall not exceed in all, in any one **Period of Insurance**, the maximum level of benefit stated in the Table of Benefits.

6. Loss of Sexual Organs

Compensation shall be payable as a percentage of the Sum Insured in the Table of Benefits in respect of Benefit 2(i) Permanent Total Disablement from any and every occupation:

- i) Complete loss of two testicles and penis or the complete loss of two ovaries and uterus – 5%
- ii) Complete loss of two testicles or the complete loss of two ovaries – 2.5%
- iii) Complete loss of one testicle or the complete loss of one ovary – 1.25%
- iv) Complete loss of penis or the complete loss of uterus – 1.25%

The total sum payable under this Extension in respect of one or more claims shall not exceed in all, in any one **Period of Insurance**, the maximum level of benefit stated in the Table of Benefits.



Conditions (applicable to Section 1 – Personal Accident)

1. In the event that compensation becomes payable under more than one of Benefits 1-8 stated in the Table of Benefits in respect of any one **Accident**, the total amount of compensation payable shall not exceed the Sum Insured for Benefit 2(i) Permanent Total Disablement from any and every occupation.
2. In respect of Benefit 2, compensation will be payable under only one of Benefits 2(i) and 2(ii) stated in the Table of Benefits in respect of any one **Accident**.
3. Compensation will only become payable under Benefit 2(i) upon proof which is satisfactory to the **Insurers** that such disablement has lasted from twelve (12) calendar months of the date of the **Accident** and is beyond hope of improvement.

Compensation will only become payable under Benefit 2(ii) upon proof which is satisfactory to the **Insurers** that such disablement is likely to continue for the remainder of the **Insured Person's** life and has necessitated medical discharge from HM Forces within twelve (12) calendar months of the date of the **Accident**.

4. Compensation will only become payable where substantiating medical evidence has been received from a **Medical Practitioner**.
5. Where the amount of compensation payable under any one of the Benefits 2, 3, 4, 5, 6, 7 is greater than that under Benefit 1 Death, the **Insurers** will not pay more than the amount of compensation under Benefit 1 Death until at least thirteen (13) weeks after the **Accident** and the **Insurers** will not pay the balance if the **Insured Person** dies due to that **Accident** during those thirteen (13) weeks.
6. The payment of compensation under one of Benefits 1 to 8 will terminate all further benefits in respect of that **Insured Person**.
7. In respect of an **Insured Person** under the age of sixteen (16) years, Benefit 1 Death will be limited to GBP 3,000.
8. No compensation will be payable for the deterioration of injuries beyond twelve (12) calendar months of the date of the **Accident**.



Section 2 – Hospital Cash

Cover (applicable to Section 2 – Hospital Cash)

In the event that the **Insured Person** is hospitalised due to **Bodily Injury** or **Sickness** during the **Period of Insurance**, the **Insurers** will pay to the **Insured Person** the benefit as stated in the Table of Benefits for each complete day of **Hospitalisation**, after the first five (5) consecutive days of **Hospitalisation**, up to a maximum of three hundred and sixty five (365) days in all.

Exceptions (applicable to Section 2 – Hospital Cash)

The **Insurers** shall not be liable for:

1. Claims arising out of or contributed to by:
 - a) Pregnancy or childbirth.
 - b) An **Insured Person** contracting Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS).
 - c) Elective and/or cosmetic surgery.
 - d) Any medical condition diagnosed as **Chronic** prior to incepting cover.
 - e) An **Insured Person** suffering from stress, anxiety, depression, mental anguish, mental disorder, neurosis or the like.
2. **Hospitalisation** occurring more than twelve (12) calendar months after the date on which **Bodily Injury** is sustained or **Sickness** first manifests itself.

Conditions (applicable to Section 2 – Hospital Cash)

The total sum payable under this section in respect of any one or more claims shall not exceed in all, in any one **Period of Insurance**, the maximum level of benefit stated in the Table of Benefits.



Section 3 – Convalescence

Cover (applicable to Section 3 – Convalescence)

In the event that the **Insured Person** is confined to **Home** on the instructions of a **Medical Practitioner** following **Hospitalisation** due to **Bodily Injury** or **Sickness** during the **Period of Insurance**, the **Insurers** will pay to the **Insured Person** the benefit as stated in the Table of Benefits for each complete week of confinement to **Home**, after the first complete week of confinement, up to a maximum of fifty two (52) weeks in all.

Definitions (applicable to Section 3 – Convalescence)

1. Home

Shall mean:-

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

Exceptions (applicable to Section 3 – Convalescence)

The **Insurers** shall not be liable for:

1. Claims arising out of or contributed to by:
 - a) Pregnancy or childbirth.
 - b) An **Insured Person** contracting Human Immunodeficiency Virus (HIV) or Acquired immunodeficiency Syndrome (AIDS).
 - c) Elective and/or cosmetic surgery.
 - d) Any medical condition diagnosed as **Chronic** prior to incepting cover.
 - e) An **Insured Person** suffering from stress, anxiety, depression, mental anguish, mental disorder, neurosis or the like.
2. Confinement to **Home** occurring more than twelve (12) calendar months after the date on which **Bodily Injury** is sustained or **Sickness** first manifests itself.



Conditions (applicable to Section 3 – Convalescence)

The total sum payable under this section in respect of any one or more claims shall not exceed in all, in any one **Period of Insurance**, the maximum level of benefit stated in the Table of Benefits.



Section 4 – Shrapnel Benefit

Cover (applicable to Section 4 – Shrapnel Benefit)

The **Insurers** will pay to the **Insured Person** the benefit as stated in the Table of Benefits in the event that the **Insured Person** sustains injury to any part of the body during the **Period of Insurance** which results in a restriction of movement, loss of strength or permanent physical disfigurement which in total covers at least fifteen (15) square centimetres in area or a total of fifteen (15) centimetres in length, such injury being caused by flying debris and/or a **Projectile** during the **Period of Insurance**.

Definitions (applicable to Section 4 – Shrapnel Benefit)

1. Projectile

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

Conditions (applicable to Section 4 – Shrapnel Benefit)

The total sum payable under this section in respect of any one or more claims shall not exceed in all, in any one **Period of Insurance**, the maximum level of benefit stated in the Table of Benefits.



General Conditions applicable to all Sections

(Specific conditions are contained with each section)

1. Interpretation

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

2. Claims Procedure

All claims correspondence relating to this insurance should be sent to CEGA Claims Service:

Email: claimsservice@cegagroup.com

Telephone: 01243 621356

Please quote the Client Reference shown in the **Schedule** in all correspondence.

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

3. Assignment

The **Insurers** will not be bound to accept or be affected by any trust, charge, assignment or other dealing with or relating to this **Policy**.

4. Interest

No sum payable under this **Policy** will carry interest.

5. Your Obligations

You must comply with all the terms and conditions shown in the **Policy**. If **You** do not, the insurance provided may be invalidated or any claim may be declined or only partly paid.

6. Non-payment of Premium

If no premium is paid, this **Policy** will be treated as if cover never commenced.

If **Your** monthly premium payments stop for any reason after cover has commenced, all cover will cease from the last date for which **You** have paid for cover.



7. Fraud

If the **Insurers** establish that **You** have made a claim under this **Policy** through concealment, misstatement, exaggeration or by deliberately providing false information, then the **Insurers** will:

- not pay the claim and, if applicable, recover any claim already paid that was subject to the concealment, misstatement or deliberate provision of false information, and
- not pay any claim arising under this **Policy** after the date the fraud was committed, and
- cancel this **Policy** with immediate effect from the date the fraud was committed, in writing to **You**, and
- **We** may also at **Our** discretion inform the police, government bodies and anti-fraud organisations.

In the event of concealment, misstatement, exaggeration or deliberate provision of false information by an **Insured Person** the above provisions shall apply only in respect of such **Insured Person**.

8. Transfer of Benefit

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

9. Eligibility

The **Insured Person** must be under age sixty (60) at the time the **Policy** commences and at each subsequent renewal date.

10. Law and Jurisdiction Applicable to Contract

This **Policy** shall be subject to English Law and the courts of England and Wales shall have exclusive jurisdiction in the event of a dispute arising under this **Policy**.

11. Sanctions

Insurers shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit which doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

12. Parties to the Contract

The parties to the insurance are **You** and **Us** and any person who is not a party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party that exists or is available from that Act.



General Exceptions applicable to all Sections

(Specific exceptions are contained with each section)

Insurers shall not be liable for claims arising from or related to:

1. Hazardous Pursuits

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

2. Drugs

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

3. Alcohol

An **Insured Person** being under the influence of or affected by alcohol.

4. Pre-Existing Conditions

Any pre-existing condition, physical or mental defect, infirmity or illness for which the **Insured Person** has received medical treatment or advice in the twelve (12) months before the inception of this **Policy**.

5. Post Traumatic Stress

An **Insured Person** suffering from post traumatic stress disorder and/or any related and/or associated condition.

6. Criminal Act

An **Insured Person's** own criminal acts.

7. Suicide

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

8. Age Limit

An **Insured Person** who exceeds sixty (60) years of age at the inception or renewal of this **Policy**.

9. War, Terrorism and Related risks

- i) War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America,
- ii) War in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (i) above or any armed forces thereof are engaged,
- iii) An act of terrorism, war or civil war involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
For the purpose of this exclusion;



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

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

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

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

10. Radioactivity

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

Exclusion Period

In the event of agreed circumstances such as a major armed conflict, the **Insurers** may declare an Exclusion Period. The Exclusion Period may take effect immediately or on a future stated date. This means that:

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

Our Commitment to Service – If You have a complaint

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 **You** are dissatisfied with the service **You** have received by Towergate Insurance and wish to make a complaint

We can resolve many issues straightaway, In the first instance, please contact **Us** on **01242 528844**

Alternatively, **You** may wish to write to **Us** at

Towergate Insurance

Ellenborough House

Wellington Street

Cheltenham

Gloucestershire GL50 1XZ

Email: Customer.care@towergate.co.uk



All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do, and how **Your** complaint is progressing will be given to **You**. Your complaint will be recorded and **Your** comments analysed to help improve the service offered.

Complaints that Insurers are required to resolve will be passed to them and **You** will be notified if this happens.

Complaints relating to **Your** cover or claims:

Complaints Department
Arch Insurance (UK) Limited
5th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Tel: +44 (0)207 621 4500

Email: complaints@archinsurance.co.uk

If **You** remain dissatisfied or **You** feel **Your** complaint remains unresolved **You** should contact:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4 567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Any decision made by The Financial Ombudsman Service is only binding on ourselves as the insurer and **You** remain free to take action in the Courts should You choose to.

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



Financial Services Compensation Scheme

Towergate and the Insurers of this **Policy** are covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS (10th Floor, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk – Tel + 44 (0) 207 892 7300.

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. **We** will update this notice as required and at least annually (every December). Therefore, **We** suggest **You** revisit this notice every December to keep yourself informed.

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

Who are We?

Towergate Insurance (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 or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London EC3R 7PD. 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

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. **We** will never make a search that leaves a record on **Your** credit history without informing **You** first.

We may use firms involved in financial management regarding payment.

We may also share **Your** data with other companies who carry out market research on **Our** behalf and who may contact **You** for the purpose of obtaining feedback on the products and services **We** offer. **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

There are a number of rights that **You** have under data protection law. Commonly exercised rights are:

- Access – **You** may reasonably request a copy of the information **We** hold about **You**.
- Erasure – Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to have **Your** data deleted (sometimes known as 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.
- Marketing – 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**.

If **You** are unhappy about the way **We** have handled **Your** data or upheld **Your** rights, **You** can complain to the Information Commissioner’s Office (ICO) at any time.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk/your-data-matters

Data Protection Notice

In this notice **We**, **Us** and **Our** means Towergate Underwriting Group Limited (part of The Ardonagh Group of companies) and Arch Insurance (UK) Limited – each a separate data controller in respect of **Your** personal data. **Your** personal data means any information **We** hold about **You**, and any information **You** give **Us** about anyone else, including, identification details, financial information, policy information, credit and anti-fraud data and information about previous and current claims. Personal data processed may include sensitive personal data (e.g. health data) and criminal convictions data. Please read this notice carefully as it contains important information about **Our** use of **Your** personal data. Please note that if **You** decline to provide information when requested or **You** give **Us** false or inaccurate information this could give **Us** the right to void **Our** insurance with **You** or it could impact **Your** ability to claim.



Security of **Your** data is very important to **Us**. **We** will ensure that **Your** data is processed with appropriate security measures in place. **We** will collect and process data about **You** and any other persons insured under the **Policy**, as necessary for performance of the insurance, or at **Your** request prior to entering into the insurance, or in order to provide **You** with **Our** services in accordance with **Our** legitimate interests. These interests include but are not limited to administering **Your Policy**, improving **Our** service, preventing financial crime, general risk modelling and analysis and transferring books of business.

In some circumstances, **We** may need to collect and use sensitive personal data (e.g. health data) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, **We** may need **Your** consent to this processing. **You** may withhold or withdraw **Your** consent, or ask **Us** not to continue processing at any time by contacting **Us** using the details below. However if **You** do this, **We** may be unable to process **Your** enquiry or claim or continue to provide **You** with insurance.

We will exchange data about **You** with other parties in order to provide **You** with and administer this insurance and any claims. This may include **Your** intermediary (if **You** used one), their supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. Depending on the circumstances, this may involve a transfer of data outside the UK and the European Economic Area ("EEA") to countries that have data protection laws not equivalent to those in the UK or the EEA. Any such transfer will be made with appropriate contractual safeguards in place and **You** can obtain a copy of these by contacting **Us** using the details below. **We** will not use **Your** data or pass it to any other party for marketing products or services to **You** unless **You** have given consent.

We will not keep **Your** data for longer than necessary. **We** will delete data about **You** within eight years after **Your** cover ends, though for some types of insurance, **We** may be required to retain data for longer due to **Our** legal or regulatory obligations.

You have the right to access a copy of **Your** personal data held by **Us** (and have this transferred to a third party) or request rectification of **Your** personal data if it is inaccurate or incomplete. In certain circumstances, **You** also have the right to object to the processing of **Your** personal data, to request erasure of **Your** personal data or to restrict **Our** use of **Your** personal data. If **You** wish to exercise **Your** rights about how **We** process **Your** data, please contact us by email at DPO@archinsurance.co.uk or in writing to Compliance Team, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ. 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.

If **You** are not satisfied with the way **We** have managed **Your** personal data, **You** may complain to the Information Commissioners Office. You can contact them by visiting www.ico.org.uk/make-a-complaint or alternatively telephoning on **0303 123 1113**.

How to Contact Us

Helpline for general enquiries and additional information: 01242 533747. Email: Militarykitandpet@towergate.co.uk

Address: Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

Towergate Insurance

Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

Tel: **01242 533747** www.towergateinsurance.co.uk

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Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD.
Authorised and regulated by the Financial Conduct Authority.
This can be checked on the FCA's register by checking the FCA website at fca.org.uk/register or by contacting them on **0800 111 6768**.

