



Sky Cover Individual Injury Annual Multi Jump Policy

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT DELAY.

Royal & Sun Alliance Insurance plc (herein called the **Insurer**) and the Insured agree that the Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one document and any word or expression to which specific meaning has been attached shall bear such meaning wherever it appears.

In accordance with the authorisation granted to Towergate Underwriting Personal Accident & Travel (herein called the **Underwriters**) the **Insurer** severally agree to provide the insurance described in this Policy subject to the Policy terms and conditions for the Period of Insurance shown in the Policy Schedule and any subsequent period for which the Insured shall pay the premium.

The Proposal or any information supplied by the Insured shall be incorporated in the contract and will form the basis of this contract between the Insured and the **Insurer** named below

Insurer

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (No 93792) Registered in England and Wales at St Mark's Court Chart Way Horsham West Sussex RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Towergate Underwriting Personal Accident & Travel and Towergate Underwriting PA & Travel are a trading name of Towergate Underwriting Group Limited. Registered in England (No 4043759) at Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Towergate Underwriting Group Limited is authorised and regulated by the Financial Conduct Authority.

General Definitions

Accident & Accidental

A sudden identifiable violent external event which happens by chance and which could not be expected or unavoidable exposure to severe weather

Aircraft

An aircraft authorized by the countries aviation regulators to be used for Parachuting

Annual Salary

Gross salary or wages payable per annum (excluding bonus payments) to the Insured as remuneration for services provided immediately preceding the date of occurrence of the Accident giving rise to Bodily Injury

Bodily Injury

Injury which is caused solely by Accidental means and which dependently of Illness or any other cause occurs within 12 months from the date of the Accident

Britain

England Scotland Wales Northern Ireland Channel Islands and the Isle of Man

Death

Death caused by Bodily Injury

Event

All instances of loss arising out of any directly occasioned by one sudden unexpected unusual and specific event occurring at an identifiable time and place

Illness

Illness disease or medical complaint or medical condition which is not Accidental Bodily Injury and which is contracted by the Insured

Insured Person

Any person or category of persons resident in the United Kingdom as detailed in the Schedule

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

- A. 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
- B. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

Loss of Limb

- A. in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B. in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

Maximum Limit

Maximum amount shown in the Schedule is payable to the Insured for all Bodily Injury arising from any one Accident

Medical Practitioner

Any legally qualified medical practitioner other than

- A. an Insured Person
- B. a member of the Insured Person's immediate family

Nuclear Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent or Biological agent

Biological agent shall mean any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

Parachuting

Shall mean tandem or static line or Ram-Air Progression System (RAPS) or square canopy or freefall that is undertaken in the hours of daylight

Proposal

The Proposal or Statement of Fact or Quotation Form including any renewal declaration and information supplied by or on behalf of the Insured in addition to or in connection or in substitution thereof

Terrorism

Act including but not limited to the use of force or violence or threat thereof of 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 including the intention to influence any government or to put the public or any section of the public in fear

United Kingdom

England Scotland Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands)

Usual Occupation

The tasks duties and other functions which the Insured normally performs in connection with their occupation

Venue

Any recognized area site or location which is authorised by the countries aviation or parachuting regulators to allow Parachuting to be undertaken

War

Armed conflict between nations invasion act of foreign enemy civil war rebellion revolution military or usurped power

Weekly Wage

The average of the gross weekly amount or 1/52nd of Annual Salary payable to the Insured as a wage or salary for services as set out in the Insured's contract of employment (excluding payments for overtime commission or bonus or any loans) in the thirteen weeks immediately preceding the date of the commencement of the bodily injury following an Accident

General Conditions

Cancellation of Terrorism or War Risks Cover

The **Underwriters** may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days notice to the Insured at the Insured's last known registered address. The insurance in respect of any journey involving travel outside the Insured Person's Country of Residence which commences before the expiry of such notice shall not be affected.

Financial or Trade Sanctions

The **Underwriters** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent of doing so would breach any prohibition or restrictions imposed by law or regulation.

If any such prohibition or restriction takes effect during the Policy period the Insured or the **Underwriters** may cancel that part of the Policy which is prohibited or restricted with immediate effect by recorded delivery to the Insured at their last known registered address.

Law and Jurisdiction

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws. Unless the parties agree otherwise in writing the **Underwriters** have agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with the contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based.

Non-Disclosure and Misrepresentation

In the event of a non-disclosure or misrepresentation at inception or any renewal the **Underwriters** will waive its rights to avoid this Policy provided that

- A. such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive and
- B. the **Underwriters** shall be entitled to
 - i. charge an additional premium and/or
 - ii. amend the terms of this Policy with effect from inception in order to enable the **Underwriters** to put itself in the same position with respect to this Policy as would have been the case if the relevant material fact had been disclosed an/or not misrepresented

For the purpose of this clause

- A. the burden of proving that any such additional premium would have been charged and that this Policy would have been underwritten on different terms had the material fact been disclosed or not been misrepresented shall be on the **Underwriters** and
- B. the acts, errors or omissions and knowledge of one Insured Person shall not be imputed to any other Insured Person.

Your right to cancel this Policy

If you are not satisfied with the Policy the **Underwriters** will cancel it and refund any premiums you have paid. The **Underwriters** will do this providing you ask to cancel the Policy within 14 days from the commencement of cover and have not booked or taken a parachute jump with the Period of Insurance. If this happens the Policy will have provided no cover.

General Claims Settlement Conditions

Assignment

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

Claims Notification

The Insured must provide notification to the **Underwriters** no later than 90 days of the occurring of any Accident Event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein.

Evidence Required

The Insured must produce for the **Underwriters** at the Insured's own expense all the detailed particulars and evidence relating to the cause and amount of the loss, damage or expenses. If the **Underwriters** consider it necessary each Insured Person must also agree to have a medical examination (which the **Insurer** will pay for) as often as the **Underwriters** may require in connection with any claim.

Foreign Currency

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange on the day nearest to the date of the loss or as otherwise paid via documented credit card transaction or as agreed in advance in writing with the **Underwriters**.

Fraud

If the Insured or Insured Person or any person acting on their behalf makes any claim knowing the claim to be false dishonest or fraudulent this policy will become void and no claims will be paid

Interest

Interest will not be added to any amount paid

Other Interests

The Insured's receipt shall discharge the **Underwriters** liability to pay any amount in respect of a claim The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the **Insurer** or the **Underwriters** If the Insured comprises more than one party having an interest in the Insured Person or the property insured the settlement made by the **Underwriters** shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

Part Weeks

In the event of a valid claim under Section 1 Benefit 5 odd days of benefit will be calculated at one-seventh of the amount payable per week

Reasonable Care

The Insured and each Insured Person must take all reasonable steps to avoid or minimise any injury loss damage or expense and must also make every reasonable effort to recover any property which has been lost or stolen

Third Party Contract Rights

No person other than the Insured or the **Insurer** or the **Underwriters** may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

Section 1 - Personal Accident Insurance

The Cover

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within one year is the sole and independent cause of Death or Bodily Injury the **Underwriters** will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

Special Definitions applying to this Section

Benefits

Standard Scale

1. Death
2. Loss of two or more Limbs or Loss of both Eyes or one of each
3. **A)** Loss of one Limb or Loss of one Eye
B) Permanent total loss of speech
C) Permanent total loss of hearing
 - i) in both ears
 - ii) in one ear

30% of Benefit 3Ci)
4. Permanent Total Disablement from gainful employment of any and every kind
5. Temporary Total Disablement from the Insured Person's usual occupation

Disablement

Benefits 2 to 5

Operative Time

While the Insured Person is i) for the purpose of Parachuting at a Venue mounting into or travelling in any Aircraft including bodily injury following an Accident sustained in direct connection with such Aircraft or ii) Parachuting from an Aircraft or iii) skydiving in a vertical wind tunnel anywhere in the world

Special Conditions applying to this Section

Benefits

- A. The **Underwriters** will not pay more than 100% of the sum insured or the Limit per Person (whichever is the lesser) in respect of any one Insured Person in connection with the same Accident
- B. Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the **Underwriters** to be permanent and without expectation of recovery before the **Underwriters** will pay the Benefit
- C. The **Underwriters** will not pay more than one of the Benefits 1 to 5 shown in Section 1 to 5 or any other sum insured as shown in Section 1 of the Schedule
- D.
 - i) If Benefit 1 is not included for an Insured Person the **Underwriters** will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the **Underwriters** will only then pay if the Insured Person has not in the meantime died as a result of the Accident
 - ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing the **Underwriters** will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the **Underwriters** will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident
- E. The **Underwriters** will not pay Benefit 5 if the Insured Person is not in full time gainful employment

Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident Benefit 1 shall become payable subject to a signed undertaking by the Insured that if the belief is subsequently found to be wrong such amount shall be refunded to the **Underwriters**

Policy Age Limit

Unless otherwise agreed by the **Underwriters** and specifically noted in this Policy no person under the age of 18 years or over the age of 75 years will be covered by this Policy

Exclusions to this Section

The **Underwriters** will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

1. the Insured Person committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind
2. alcohol been in the Insured Person's bloodstream

3. the misuse of drugs unless taken on proper medical advice or instruction and not for the treatment of drug addiction
4. the Insured Person being on duty as a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service
5. War in the United Kingdom or country of residence
6. repetitive stress (strain) injury or syndrome or any gradually operating cause
7. the Insured Person committing or attempting to commit suicide or deliberate self-inflicted injury regardless of the state of their mental health
8. post traumatic stress disorder or related syndromes or any psychological or psychiatric condition
9. illness or disease not directly resulting from Bodily Injury
10. any claim in excess of the Maximum Limit per Insured Person as shown in the Schedule
11. any act of Terrorism involving the use of Nuclear Chemical or Biological Weapons or Agents
12. ionising radiations radioactive contamination or radiation of any kind including the radioactive toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Claims Handling Process

Guidance when making a claim

Claim Notification

Conditions that apply to the Policy and in the event of a claim are set out in this policy wording. It is important that you comply with all Policy conditions and you should familiarise yourself with any requirements contained in the Policy.

Directions for claim notification are included in the General Claims Settlement Conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible and in any event no later than 90 days. Further guidance is contained in this policy wording.

In this information statement '**we**' '**us**' or '**our**' refer to the **Underwriters** unless otherwise stated.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally as part of the initial notification you will provide:

- Your name address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Extent of the injury, together with the prognosis if known.
- Fit Note (Statement of Fitness for Work)
- Any medical reports that are available

This information will enable us to make an initial evaluation on policy liability and claim value. We may however request additional information depending upon the circumstances and value of the claim. Please refer to the Evidence Required under the General Claims Settlement Conditions.

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim or to undertake further investigations

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At Towergate Underwriting Personal Accident & Travel we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If you wish to make a complaint about our service you can contact us in one of the following ways:

- By telephoning 0844 346 0413 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Managing Director, Towergate Underwriting Personal Accident & Travel, 8 Grove Park Court, Harrogate, North Yorkshire, HG1 4DP.
- By fax to 0844 346 0412.
- By e-mail to tupat@towergate.co.uk indicating "Complaint" in the subject field.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

Step 2

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

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

Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have 6 months from the date of our final response to refer your complaint to the FOS. This does not affect your rights to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

FAIR PROCESSING



How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who is your Insurer?

In this Policy insurance cover is provided by Royal & Sun Alliance Insurance plc (the **Insurer**). This Policy is administered for and on behalf of the **Insurer** by the **Underwriters** as detailed on page 1.

You are giving your information to the **Underwriters** on behalf of the **Insurer**. In this information statement 'we' 'us' and 'our' refer to the **Underwriters** unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically we may collect your information identifier e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the **Underwriters** to help them

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop our services systems and relationships with you
- Understand our customers' requirements
- Develop and test products and services

We do not disclose your information to anyone outside the **Underwriters** except

- To the **Insurer** and their professional advisors
- Where we have your permission or
- Where we are required or permitted to do so by law or
- To credit reference and fraud prevention agencies and other companies that provide a service to us our partners or you or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases the **Underwriters** will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information .Where we believe you may not reasonably expect such a change we shall write to you. If you do not object you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your Policy document. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions or you would like to find out more about this notice you can write to: Data Protection Liaison Officer Towergate Personal Accident & Travel 8 Grove Park Court Harrogate North Yorkshire HG1 4DP.

Towergate Underwriting Personal Accident & Travel

8 Grove Park Court, Harrogate, North Yorkshire, HG1 4DP

Tel: **0844 346 0413** Fax: **0844 346 0414** Email: tupat@towergate.co.uk www.towergateunderwriting.co.uk

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