

MILITARY INSURANCE

# Personal Accident Insurance





# 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 Underwriting Group Limited

Towergate Underwriting Group Limited's permitted business is arranging (bringing about) non-investment insurance contracts, dealing in investments as an agent for non-investment insurance contracts and making arrangements with a view to transactions in non-investment insurance contracts. **You** can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

This product is underwritten by Axiom Underwriting Agency on behalf of Tokio Marine Kiln Syndicate 510 (50%) and Arch Syndicate 2012 (50%) under Contract **B0713SPRAH1800365**, here now known as the '**Underwriters**'.

## Your Cancellation Rights

**You** have a right (under Financial Conduct Authority rules) to cancel **Your Certificate** during a period of thirty (30) days from the day of purchase of the insurance or the day on which **You** receive **Your Certificate** 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 Certificate** at any time after the cooling off period has expired but doing so will not entitle **You** to any refund of premiums paid.

**We**, or any agent **We** appoint and who acts with **Our** specific authority, may cancel this **Certificate** 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 **Certificate** 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.



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.

Thank **You** for choosing Towergate.

**On behalf of Towergate Insurance**



# Table of Benefits – Sections 1-4

## Section 1 – Personal Accident

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

This is to certify that in accordance with the authorisation granted under Contract B0713SPRAH1800365 to the undersigned by certain **Underwriters** at Lloyd's and authorised Insurers (hereinafter called the **Underwriters**) whose definitive numbers and/or proportions written by them (which will be supplied on application) can be ascertained by reference to the said contract, and in consideration of the premium specified in the **Schedule**, hereby agree to compensate with the terms and conditions herein or endorsed hereon.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

The **Underwriters** hereby agree with the **Certificate Holder** to the extent and in the manner hereinafter provided that if an **Insured Person** sustains injury, illness or loss as defined herein during the **Period of Insurance**, they will pay compensation to such **Insured Person** or to their legal representatives according to the Table of Benefits.

Mike Bottle  
Managing Director

Axiom Underwriting Agency Limited for and on behalf of certain **Underwriters** at Lloyd's and authorised Insurers as described in the **Schedule**. Authorised and regulated by the Financial Conduct Authority (FCA number 441460).



# Definitions applicable to all sections

(Specific definitions are contained within each Section)

## 1. Coverholder

Towergate Insurance

## 2. Certificate Holder/You/Your

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

## 3. Underwriters/We/Our/Us

Axiom Underwriting Agency, on behalf of Tokio Marine Kiln Syndicate 510 (50%) who are and Arch Syndicate 2012 (50%) under Contract **B0713SPRAH1800365**.

## 4. Schedule

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

## 5. 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**

## 6. Insured Person

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

## 7. Spouse

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

## 8. Children

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

## 9. 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.

## 10. Chronic

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

## 11. 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**.



## 12. 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.

## 13. Period of Insurance

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

## 14. Accident

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

## 15. 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**.

# Section 1 – Personal Accident

## Cover (applicable to Section 1 – Personal Accident)

If an **Insured Person** sustains **Bodily Injury** during the **Period of Insurance**, the **Underwriters** will pay the **Insured Person** the amount appropriate to the 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 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 **Underwriters**.

## 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 **Underwriters** and will not take the **Insured Person's** occupation into consideration.

The compensation payable under items (i) to (viii) above in respect of injuries arising from one **Accident** may be added together but the **Underwriters** will not be liable for more than 100% of Benefit 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 **Underwriters** 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 **Underwriters** that such disablement is likely to continue for the remainder of the **Insured Person's** life and has necessitated medical discharge from HM Forces within twelve (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 **Underwriters** will not pay more than the amount of compensation under Benefit 1 Death until at least thirteen (13) weeks after the **Accident** and the **Underwriters** 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 **Underwriters** 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 **Underwriters** 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.

If compensation also becomes payable under Section 1 Personal Accident Benefits 1 to 9 in respect of injuries arising from the same **Accident**, then the total sum payable for Hospital Cash will be deducted from any subsequent claim under Section 1 Personal Accident.



## Section 3 – Convalescence

### Cover (applicable to Section 3 – Convalescence)

In the event that the **Insured Person** is confined to **Home** on the instructions of a **Medical Practitioner** following **Hospitalisation** due to **Bodily Injury** or **Sickness** during the **Period of Insurance**, the **Underwriters** 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 **Underwriters** 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.

If compensation also becomes payable under Section 1 Personal Accident Benefits 1 to 9 in respect of injuries arising from the same **Accident**, then the total sum payable for Convalescence will be deducted from any subsequent claim under Section 1 Personal Accident.



## Section 4 – Shrapnel Benefit

### Cover (applicable to Section 4 – Shrapnel Benefit)

The **Underwriters** will pay 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 will bear the same meaning wherever it may appear in bold type except where a definition is contained within a section in which case such meaning will apply to that section only.

## 2. Your Duty of Disclosure

**You** must take reasonable care not to make a misrepresentation to **Your** insurer. This means that all the answers **You** give and statements **You** make as part of **Your** insurance application, including at renewal and when an amendment to **Your** policy is required, should be honest and accurate. If **You** deliberately or carelessly misinform **Your** insurer; this could mean that part or all of a claim may not be paid. It is vital, therefore, that **You** tell **Us** of any inaccuracies or omissions.

## 3. Claims Procedure

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

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

Please quote the 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 **Certificate**. 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 **Certificate** 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 **Certificate**, the **Underwriters** will be under no liability in respect of such claim.

## 4. Assignment

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

## 5. Interest

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

## 6. Observance

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



## 7. Non-payment of Premium

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

## 8. Fraud

If the **Underwriters** establish that **You** have made a claim under this **Certificate** through concealment, misstatement or by deliberately providing false information, then the **Underwriters** 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 **Certificate** after the date the fraud was committed, and
- cancel this **Certificate** with immediate effect from the date the fraud was committed, in writing to **You**.

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

## 9. Transfer of Benefit

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

## 10. Eligibility

The **Insured Person** must be under age sixty (60) at the time the **Certificate** commences.

## 11. Law and Jurisdiction Applicable to Contract

This **Certificate** 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 **Certificate**.

## 12. Sanctions

**Underwriters** shall not provide any benefit under this **Certificate** 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.



# General Exceptions applicable to all Sections

(Specific exceptions are contained with each section)

**Underwriters 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 **Certificate**.

## 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 of this **Certificate**.

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

#### 10. Radioactivity

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

## Exclusion Period

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

- a) The **Underwriters** will not accept applications for cover or additional cover applied for during an Exclusion Period or the thirty (30) days immediately prior to the commencement of an Exclusion Period.
- b) Any premium received by the **Underwriters** in respect of cover affected by or in respect of the **Insured Person** during 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 1PZ

Email: [Customer.care@towergate.co.uk](mailto: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  
Tokio Marine Kiln Group Limited  
20 Fenchurch Street  
London  
EC3M 3BY  
Tel: +44 (0)207 886 9000  
Fax: +44 (0)207 488 1848

If **You** remain dissatisfied or **You** feel **Your** complaint remains unresolved please write to:

The Complaints Department  
Lloyd's Market Services  
Fidentia House  
Walter Burke Way  
Chatham  
ME4 4RN  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225

If **You** are still unhappy **You** should then 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](mailto: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](http://www.fscs.org.uk)  
- Tel + 44 (0) 207 892 7300.

## Data Protection Act 1998

**You** should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

## How to Contact Us

Helpline for general enquiries and additional information: 01242 533747. E-Mail: [Militarykitandpet@towergate.co.uk](mailto: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\*\*](http://www.towergateinsurance.co.uk)

Towergate Insurance is a trading name of Towergate Insurance.

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Sittingbourne Road, Maidstone, Kent ME14 3EN.

Authorised and regulated by the Financial Conduct Authority.

