



## Annual Multi Jump (within Europe) Insurance for sky diving activities

This Policy is a contract between the Insured and Towergate Personal Accident & Travel (herein called the **Underwriters**).

This Policy and any Schedule (including any issued in substitution) and any Endorsements and Policy Extensions should be read as if they are one document.

The **Underwriters** acceptance of this risk is based on the information presented to the **Underwriters** being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in the Policy is for ease of reference only and does not affect its interpretation.

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

### **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 Personal Accident & Travel and Towergate PA & Travel are a trading names of Geo Underwriting Services Limited, Registered in England No. 4070987. Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Geo Underwriting Services Limited is a coverholder for certain leading Insurers.

## Assistance Service supporting this Policy

This policy is supported by Healix International Limited a specialist in the provision of Medical Assistance Services

The advice and assistance provided by Healix International Limited can be accessed as follows

**Telephone: +44 20 8763 4896**

**E-mail: [rsa@healix.com](mailto:rsa@healix.com)**

The service can be accessed 24 hours a day 364 days a year

For your protection telephone calls may be recorded or monitored

## Travel and Medical Assistance from Healix

Healix employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller

We have customised the services Healix provide to protect the health of travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help, Healix's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7

Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency repatriation

### Healix Pre Travel Advice

Even before the Insured Journey commences Healix can help with the following advice on

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures

For no additional cost Healix can also provide basic information on remote or undeveloped locations including

- details of the nearest regional referral centre
- details of the medical facilities in the nearest city
- generic advice on where it is most likely that a seriously ill or injured Insured Person would be evacuated to (expect where an agent fee is incurred and then information is available at the cost of that fee)
- details of nearest air ambulance provider

Where more complex location specific information is required this can be provided at a cost and terms to be agreed between Healix and the Insured

### Healix Medical Assistance

The Insured Person can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency

### Healix Travellers Helpline

As well as medical assistance the Healix Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passports or travel documents
- assistance in liaison with carrier on location of lost luggage items
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport
- uninsured domestic assistance for the duration of the Insured Journey - Healix will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person
- emergency message relay to family

## IMPORTANT

Please endeavour to provide Healix with valid contact telephone or e-mail address details where they can reach you. If you are visiting an EEC country and have a European Health Insurance card this must be presented to the hospital administrator or doctor at the outset

# General Definitions

The following words or expressions shall have the meanings set out below unless a more specific Definition applies in the individual Insurance Section

## 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

## Baggage

Personal effects belonging to or in the custody or control of the Insured Person at the time of the loss

## Bodily Injury

Injury which is caused solely by Accidental means and which dependent 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

## Country of Residence

The country in which the Insured Person is habitually resident

## 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

## External Journey

Insurance operates from the departure of the Insured Person from their residence until arrival back at such residence at the end of the journey

## Gross Weekly Wage

- A** for employees the average weekly remuneration shall be calculated on the preceding 13 or 52 weeks (whichever is the greater) payable to the Insured Person excluding payments for overtime commission bonus any loans whether repayable or otherwise profit share agreements expenses payments or payments made in kind payable to the Insured Person at the date Bodily Injury following an Accident is sustained
- B** for self employed persons or a director or shareholder of a small private company this will be 1/52<sup>nd</sup> of the total of
- i.** the Insured Persons net profit and/or drawings as declared to HM Revenue and Customs in the 12 months preceding the date of Bodily Injury following an Accident is sustained
  - ii.** the Insured Persons regular dividend payment for the 13 weeks at the date Bodily Injury following an Accident is sustained

## Hospital

Any institution which meets fully every one of the following criteria

- A** maintains permanent and full time facilities for the care of overnight resident patients and
- B** has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- C** continuously provides 24 hour a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D** is not other than incidentally an institution which provides full time facilities for
- i)** mentally ill or mentally handicapped persons
  - ii)** nursing or convalescing
  - iii)** aged persons of 70 years or more
  - iv)** drug addicts
  - v)** alcoholics

## 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

## **Money**

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit debit charge cheque bankers or cash card issued in the United Kingdom or Country of Residence to the Insured Person provided that such money and credit cards had been obtained for travel accommodation meals and personal spending during the insured journey and belonged to or was in the custody or control of the Insured Person at the time of the loss

## **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

# 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 that doing so would breach any Prohibition.

If any Prohibition takes effect during the Policy period the Insured or the **Underwriters** may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the **Underwriters** shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation.

## Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). This means that the Insured (or the Insured Person if no Insured) may be entitled to receive compensation if they cannot meet their obligations. Full details are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Insurance Act 2015

In respect of any

- A. duty of disclosure
- B. effect of warranties
- C. effect of acts of fraud

the rights and obligations applying to the Policyholder and the **Underwriters** shall be interpreted in accordance with the provisions of the Insurance Act 2015.

## 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.

## 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 within 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 Towergate Insurance Jellicoe House Grange Drive Hedge End SO30 2AF Telephone number 0344 892 1515 no later than 30 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

In connection with any claim

- A. all medical certificates reports information and evidence required by the **Underwriters** to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the **Underwriters** may reasonably require
- B. the Insured Person must undergo a medical examination and provide medical evidence to the **Underwriters** (at the **Underwriters** expense) as often as the **Underwriters** require following receipt of the claim and
- C. no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in **B.** above

## Foreign Currency

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on [www.oanda.com](http://www.oanda.com) 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**

## 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.

# General Policy Exclusions

## The Underwriters will not pay any claim

1. which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal Country of Residence
2. where the Insured Person is under the age of 18 years or where the Insured Person has attained the age of 75 years

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

### 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 or skydiving from an Aircraft or iii) skydiving in a vertical wind tunnel anywhere in Europe (as shown in the Schedule)

## 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
- 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**

## Special Extensions applying to this Section

### Accident Medical Expenses

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 the incurring of Medical Expenses the **Underwriters** will pay up to 15% of any amount paid under Benefit 5

### Disability Assistance

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 Disablement for which Benefit 2 3 or 4 is claimed the **Underwriters** will pay necessary expenses incurred with the **Underwriters** prior written consent to make alternations to the Insured Person's home car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £5,000

## 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 in excess of the UK drink driving limit
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 Agent
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



# Section 2 – Medical Expenses Repatriation and Emergency Travel Expenses Insurance

## The Cover

If during an Insured Journey an Insured Person falls ill or sustains accident Bodily Injury or dies the **Underwriters** will indemnify the Insured Person in respect of Medical Expenses Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result

## The Underwriters will pay

Up to £2,000,000 for all Medical Expenses Repatriation and Emergency Travel Expenses necessarily incurred

## Special Definitions applying to this Section

### Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliance given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges. Dental and optical expenses are included only if necessitated by Bodily Injury following an Accidental or incurred for emergency treatment.

### Emergency Travel Expenses

The additional costs of travel and accommodation and Repatriation necessarily incurred during an Insured Journey upon the recommendation of Healix International Limited relative to

- A. the Insured Person
- B. any relative or friend who have necessarily to travel to or remain with or escort the Insured Person

less any saving by or recovery available to the Insured Person concerned

### Repatriation

The necessary cost of transporting the body or ashes and the Insured Person's Baggage back to the United Kingdom

## Special Extensions applying to this Section

### Funeral Expenses

If during the course of an Insured Journey the Insured Person dies the **Underwriters** will pay up to a maximum of £5,000 for the necessary cost incurred with the **Underwriters** prior consent of funeral expenses

### Search and Rescue Costs

If during the course of an External Journey the Insured is reported as missing and a search or rescue is instigate by approved rescue or police authorities because

- A. it is known or believed that the Insured Person has sustained bodily injury following an Accident or fallen ill
- B. weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the Insured Person from sustaining bodily injury following an Accident or falling ill

the **Underwriters** will pay up to a maximum of £5,000 for the necessary and reasonable costs incurred

## Exclusions to this Section

The **Underwriters** will not pay

1. Medical Expenses incurred in the United Kingdom or the country where the Insured Person is normally resident
2. for routine Medical Expenses resulting from pregnancy or childbirth
3. Medical Expenses resulting from pregnancy or childbirth incurred within four weeks of the expected date of childbirth
4. as a result of the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
5. if the Insured Person has taken drug(s) unless it was taken on proper medical advice or instruction and not for treatment of drug addiction
6. any claim if the Insured Person has any alcohol in their bloodstream which is in excess of the UK drink driving limit
7. any claim where the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment
8. any claim for War or Terrorism
9. any dental expenses incurred for treatment which could reasonably be deferred until the Insured Person returns to the United Kingdom or the country where the Insured Person is normally resident
10. the first £100 of each and every claim

## Section 3 - Baggage Insurance

### The Cover

If during an insured journey the Insured Person's Baggage is lost damaged stolen or destroyed the **Underwriters** will indemnify the Insured Person concerned for the cost of repair or replacement

### The Underwriters will pay

The cost or replacement as new except for items that can be economically repaired including clothing where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule less any amount recoverable from the transport provider

### Exclusions to this Section

#### The Underwriters will not pay

1. more than £100 in respect of any one item or set
2. for loss or damage theft or destruction of
  - a) Money and Credit Cards bonds negotiable instruments securities of any kind
  - b) Business Equipment
3. for loss or damage or destruction caused by
  - a) atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or Public Authority
4. for mechanical or electrical breakdown or derangement
5. for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under bill of lading
6. the first £25 of each and every claim

## Section 4 - Money and Credit Cards Insurance

### The Cover

The **Underwriters** will reimburse the Insured Person concerned if during

- A. an insured journey or the 120 hours immediately preceding its commencement or subsequent to its completion an the Insured Person loses Money
- B. an insured journey the Insured Person suffers financial loss solely as a result of a credit card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

### The Underwriters will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person

### Exclusions applying to this Section

#### The Underwriters will not pay

- 1. for losses excluding £100 in respect of coin bank and currency notes
- 2. for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities
- 3. any claim for loss of a Credit Card unless the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so
- 4. for losses not reported to the police or similar authority within 48 hours of the discovery of the loss
- 5. the first £25 of each and every claim

# Section 5 - Personal Liability Insurance

## The Cover

The **Underwriters** will indemnify the Insured on behalf of the Insured Person in respect of legal liability for damages arising from accidental

- A. Injury to any person  
or
- B. loss of or damage to material property

happening during an Insured Journey

## The Underwriters will pay

- A. up to £5,000,000 for damages in respect of any one Event and
- B. claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and
- C. all other costs and expenses incurred with the written consent of the **Underwriters**

## Special Definitions applying to this Section

### Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

### Injury

Bodily injury mental injury death disease or illness

### Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

## Claims Settlement Conditions applying to this Section

### Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the **Underwriters**

### Final Settlement

The **Underwriters** may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages) The **Underwriters** will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the **Underwriters** making such a payment

### Notification

The **Underwriters** will have no liability in respect of Personal Liability in respect of any matter which the Insured does not notify to the **Underwriters** in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured shall give to the **Underwriters** immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the **Underwriters** immediately

The Insured shall notify the **Underwriters** immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

### Rights of Recovery

The **Underwriters** shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the **Underwriters** own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

## Exclusions to this Section

### The indemnity will not apply to legal liability

- 1 arising out of
  - a) the Insured Person's profession trade or business
  - b) the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
  - c) War
- 2 in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

# 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 30 days. Further guidance is contained in this policy wording.

Claims Conditions require you to provide the **Underwriters** with any reasonable assistance and evidence that they 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 the **Underwriters** to make an initial evaluation on policy liability and claim value. The **Underwriters** 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 the **Underwriters** or someone acting on their behalf may wish to meet with you to discuss the circumstances of the claim or to undertake further investigations.

Initially a notification of any claim should be sent to:

Towergate Insurance  
Jellicoe House  
Grange Drive  
Hedge End  
SO30 2AF

Telephone No: 0344 892 1515

# Complaints Procedure

## OUR COMMITMENT TO CUSTOMER SERVICE

*At Towergate 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 0113 386 3750 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).  
In writing to the Regional Director, Towergate Personal Accident & Travel, 10<sup>th</sup> Floor, West One, 114 Wellington Street, Leeds, LS1 1BA
- By e-mail to [tupat@towergate.co.uk](mailto: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**  
**Exchange Tower**  
**Harbour Exchange Square**  
**London E14 9SR**

**Telephone:** **0800 023 4567 (free from standard land line, mobiles may be charged)**  
**0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)**

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://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 Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

## Who are we?

Geo Underwriting Services Limited (part of the Ardonagh Group of Companies) is the Data Controller of the information you provide to us and is registered with the Information Commissioner's Office for the products and services we provide to you.

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

For further information about the Ardonagh Group of Companies please visit <http://www.ardonagh.com/>.

## What information do we collect?

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) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing 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 explicit consent to process this information as the processing 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 the product or service requested.

## 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

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure 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 information you provide to us, including information provided via forms you may complete on our website, 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 Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any

quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

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

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, 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 to do so by law or other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

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

### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

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

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

Towergate Personal Accident & Travel - T 0113 386 3750 E [tupat@towergate.co.uk](mailto:tupat@towergate.co.uk) W [www.towergateunderwriting.co.uk](http://www.towergateunderwriting.co.uk)  
10<sup>th</sup> Floor, West One, 114 Wellington Street, Leeds, LS1 1BA.

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