

INDIVIDUAL PERSONAL ACCIDENT (AND SICKNESS) POLICY

Introduction

This Policy is made up of:

- The Policy Schedule setting out details of this insurance the operative sections including any operative clauses or endorsements
- The Policy Provisions, Definitions, Exclusions and Conditions which apply to Sections 1 to 3 Items 1 to 20 of the Schedule of Benefits detailed in Policy and which must be read in conjunction with them
- This Policy (and the Policy Schedule which forms an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure that it meets the insurance requirements and if it does not please advise the insurance adviser or Towergate Underwriting personal accident & travel if any corrections are necessary

In accordance with the authorisation granted to Towergate Underwriting personal accident & travel (herein called **the Underwriters**) the Insurers severally agree each for the proportion set against its name 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

This Policy the Policy Schedule (including any Policy Schedule issued in substitution) and any Memoranda shall be considered one document for any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The proposal, or any information supplied by the Insured shall be incorporated in the contract and forms the basis of this contract between the Insured (or the Insured Person if no Insured is stated) and the Insurers named below (hereinafter collectively called **the Company**) for their proportions as stated in the Policy Schedule

Section	Insurer
1-3	Royal & Sun Alliance Insurance plc
1-3	Groupama Insurance Company Limited

Royal & Sun Alliance Insurance plc No 93792 is registered in England and Wales. Registered Office at St Mark's Court Chart Way Horsham West Sussex RH12 1XL. Royal & Sun Alliance Insurance plc is authorised and regulated by the Financial Services Authority.

Groupama Insurance Company Limited. No 995253 is registered in England. Registered Office at 24-26 Minories London EC3N 1DE. Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Towergate Underwriting personal accident & travel is a trading name of Towergate Underwriting Group Limited. Registered in England No. 4043759 Registered Address: 2 County Gate, Staceys Street, Maidstone, Kent ME14 1ST. Towergate Underwriting Group Limited is authorised and regulated by the Financial Services Authority.

COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class service. However there may be occasions when it is felt this objective has not been achieved. If we have not delivered the service that is expected or there is cause for concern with the service provided we would like the opportunity to put things right.

Complaints Process

If there is any query or complaint regarding this Policy please contact the insurance adviser through whom this Policy was purchased or the Managing Director, TUPAT, 8 Grove Park Court, Harrogate, North Yorkshire, HG1 4DP. Please always quote the policy number.

If after taking this action the complaint is not resolved or our response and the course of action proposed is unsatisfactory, the complaint can be progress to the Customer Relations Office on behalf of **the Company**.

A separate investigation will then be carried out in an attempt to resolve the complaint and a final decision issued. However if a resolution is not possible they will issue a response within 8 weeks of the original complaint.

Customer Relations Contact Details

Customer Relations Manager

Royal & Sun Alliance Insurance plc

Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA

Tel: 0800 107 6160 Fax: 01422 325146 Email: Halifax.customerrelationsoffice@uk.royalsun.com

What to do if still not satisfied

If still not satisfied **the Company** is regulated by the **Financial Services Authority** whose arbitration service is the Financial Ombudsman Service (FOS) and the complaint may be referred to them:

Financial Ombudsman Service,

South Quay Plaza,

183 Marsh Wall, London E14 9SR

Tel: 0845 080 1800 Email enquiries@financial-ombudsman.org.uk

The rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the FOS will not adjudicate on any cases where litigation has commenced.

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m)

Financial Services Compensation Scheme

The Company is covered by the Financial Services Compensation Scheme (FSCS). This means that the Insured (or the Insured Person if no Insured is stated) may be entitled to receive compensation if they are unable to meet their obligations. Full details are available from the FSCS.

CANCELLATION RIGHTS

If the purchaser is an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover in both a private and business capacity, they have the right to cancel the policy during a period of 14 days either from the day the contract was first purchased or the day on which the policy documentation was received, whichever ever is the later. If cancellation is required, a full refund of the premium will be paid.

To exercise the right to cancel the policy please contact the insurance adviser, at the address shown on the Policy Schedule. If the right to cancel is not exercised, the insurance will continue in force for the term of the policy and we will require the payment of the premium in full.

For termination of the contract by the Insured (or the Insured Person if no Insured is stated) after the first fourteen days or by us please refer to "**Cancellation**" under the Conditions section of the policy

If the purchaser is not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

POLICY AVAILABILITY

If, at any stage, a new copy of the policy document is required, please contact the insurance adviser, at the address shown on the Policy Schedule.

PERSONAL DATA

To set up and administer this Policy **the Underwriters** and **the Company** will hold and process any sensitive health and other personal data provided. To do this information may be passed to third parties and other insurers. This may involve passing information to other countries including those that have limited or no data protection laws. By effecting or renewing this Policy it gives **the Underwriters** and **the Company** explicit consent to the holding and processing of this data and by doing so it is confirmation that all the data supplied is accurate and that the specific consent of all Insured Persons to disclose their personal data has been obtained Telephone calls may be recorded.

Schedule of Benefits

**Benefits expressed
As a percentage of
Principal Sum.**

Section 1

Bodily Injury following an **Accident** resulting in:

Item 1	Death	100%
Item 2	Loss of sight in one or both eyes	100%
Item 3	Loss of one or both hands and /or feet	100%
Item 4	Loss of speech	100%
Item 5	Total and incurable Paralysis	100%
Item 6	Total and incurable insanity	100%
Item 7	Loss of hearing in both ears	100%
Item 8	Permanent Total Disablement from usual occupation	100%
Item 9	Loss of hearing in one ear	15%
Item 10	Loss of one thumb	20%
Item 11	Loss of any finger	10%
Item 12	Loss of one big toe	10%
Item 13	Loss of any other toe	5%
Item 14	Permanent disability not provided for above - maximum	10%

Section 2

Bodily Injury following an **Accident** resulting in:

Item 15	Temporary Total Disablement from usual occupation	100%
Item 16	Temporary Partial Disablement from usual occupation	40%
Item 17	Hospitalisation maximum policy limit (as a direct result of sustaining Bodily Injury following an Accident)	£25 per day

Section 3

Sickness resulting in:

Item 18	Loss of sight of both eyes	100%
Item 19	Paralysis resulting in Permanent Total Disablement from usual occupation	100%
Item 20	Temporary Total Disablement from usual occupation	100%

Operative Time

Cover is operative on a 24-hour worldwide basis

TERMS AND CONDITIONS

If during the Period of Insurance the Insured Person sustains **Bodily Injury** following an **Accident** which is the sole and independent cause or **Sickness** for which the benefit is claimed, **the Company** will pay the appropriate benefit according to the Schedule of Benefits to the Insured as defined in the Policy Schedule up to the amount stated in the **Limitation of Benefits**, whichever is the lesser.

PROVISIONS

1. The total sum payable under this Insurance in respect of any one **Accident** to any one Insured Person shall not exceed in all in any one Period of Insurance the largest sum insured in respect of that Insured Person under any one of the Items contained in the Schedule of Benefits.
2. This Insurance shall cease immediately upon payment of benefit under Items 1-8 and 18-19 of the Schedule of Benefits.
3. This Insurance shall cease on the renewal date following the Seventy-fifth birthday of the Insured Person except in respect of Item 18, 19 and 20 where this Insurance shall cease on the renewal date following the sixty-fifth birthday of the Insured Person.
4. Benefit in respect of Items 15 and 16 of the Schedule of Benefits shall only be payable for a maximum of 104 weeks (or as stated in the Policy Schedule) in the aggregate in connection with any one **Accident**. Notwithstanding the foregoing benefit shall not be payable for the first 7 days (or as stated in the Policy Schedule) of each and every Period of Disablement.
5. Benefit in respect of Item 20 of the Schedule of Benefits shall only be payable for a maximum of 52 weeks (or as stated in the Policy Schedule) in the aggregate in connection with any one **Sickness**. Notwithstanding the foregoing benefit shall not be payable for the first 7 days (or as stated in the Policy Schedule) of each and every Period of Disablement.
6. Benefit payable under Item 14 of the Schedule of Benefits shall be assessed in accordance with the seriousness of the degree of disability suffered as compared to Items 2-7 and 9-13 on the Schedule of Benefits without reference to the Insured Persons occupation.
7. Benefits in respect of Item 17 of the Schedule of Benefits shall only be payable for a maximum of 180 days in the aggregate as a direct result of sustaining **Bodily Injury** following an **Accident**.
8. Benefits in respect of Items 18 and 19 shall not be payable in respect of the consequences of any **Sickness** which causes the death of the Insured Person within twenty four calendar months following the date on which the **Sickness** first declared itself.

DEFINITIONS

“Accident” shall mean a sudden, unexpected, fortuitous specific event that occurs at an identifiable time and place.

“Annual salary” shall mean the annual remuneration payable to the Insured Person excluding payments for overtime, commission, bonus, any loans whether repayable or otherwise, profit share agreements, expense payments or payments made in kind payable to the Insured Person and shall be calculated on the earnings for the preceding 52 weeks prior to the date that the Insured Person commences the period of Temporary Total or Temporary Partial Disablement

“Biological Agent” shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesized toxins.

“Bodily Injury” shall mean accidental bodily injury occurring during the Period of Insurance which results solely and independently of any other cause in Death, Paralysis, Loss, Hospitalisation, or Temporary, Partial or Permanent Total Disablement within twenty four calendar months of the date of the **Accident**.

“Gross Weekly Wage” shall mean the average weekly remuneration payable to the Insured Person excluding payments for overtime, commission, bonus, any loans whether repayable or otherwise, profit share agreements, expense payments or payments made in kind payable to the Insured Person. Gross Weekly Wage shall be calculated on the average earnings for the preceding 52 weeks prior to the date that the Insured Person commences the period of Temporary Total or Temporary Partial Disablement.

“Hospital” shall mean 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 insured and sick persons by or under the supervision of staff of Medical Practitioners and
- c) continuously provides 24 hours a day nursing service supervised by the State Registered nurses or equivalent qualifications
- d) is not other than incidentally an institution which provides full time facilities for mentally ill or mentally handicapped persons, nursing or convalescing. aged persons of 70 or more, drug addicts or alcoholics

“Hospitalisation” shall mean necessary and continuous confinement as a result of sustaining **Bodily Injury** following an **Accident** and commencing during the Period of Insurance to a **Hospital** under the care of a medical practitioner for a period in excess of twenty-four hours confinement being certified as necessary by the attending practitioner.

“Limitation of Benefits” means for Items 1-8, 18 and 19, an amount equivalent to 7 times **Annual Salary**, for Items 15 and 20 an amount equivalent to 75% of **Gross Weekly Wage** and or Item 16 an amount equivalent to 40% of Item 15 or 30% of **Gross Weekly Wage**

“Loss”

- i. when used with reference to the hand, shall mean loss by physical severance of the hand at or above the wrist or the total and irrecoverable loss of use of the hand
- ii. when used with reference to the foot, shall mean loss by physical severance at or above the ankle (talo-tabular joint), or the total and irrecoverable loss of use of the foot.
- iii. when used with reference to finger or toe shall mean loss by physical severance of at least one complete bone or the total and irrecoverable loss of use of finger or toe.
- iv. when used with reference to speech or hearing shall mean the total and irrecoverable loss of said sense.
- v. when used with reference to loss of sight. Loss of Eye shall mean 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).

TERMS AND CONDITIONS

“**Medical Expenses**” means any medical related expense (including operation fees, cost of surgical appliances and nursing home charges) necessarily incurred in connection with any **Bodily Injury** following an **Accident** that gives rise to a claim under this policy.

“**Nuclear, Chemical or Biological Cause**” means use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/or **Biological Agent**.

“**Paralysis**” shall mean total and permanent loss of use of an entire arm and leg, or two entire arms or two entire legs.

“**Permanent Total Disablement**” shall mean Disablement that entirely prevents the Insured Person from engaging in or giving attention to their usual occupation. (Other than by a condition more specifically covered under Items 1 to 7 and 9 to 13 of the Schedule of Benefits) and which lasts twelve calendar months and at the expiry of that period is proved to the reasonable expectation of **the Company** to be permanent and without expectation of recovery.

“**Sickness**” shall mean illness or disease which first manifests itself during the Period of Insurance which results solely and independently of any other cause in the:

- a) Temporary Total Disablement of the Insured Person during the Period of Insurance or within twelve months of the date that the illness or disease first manifests itself, whichever is the earlier;
- b) Loss or Paralysis of the Insured Person within twenty four months of the date that the illness or disease first manifests itself

“**Temporary Total Disablement**” shall mean Disablement preventing the Insured Person from entirely engaging in or giving attention to their usual occupation.

“**Temporary Partial Disablement**” shall mean Disablement preventing the Insured Person from engaging in or giving attention to more than 50% of their usual occupation.

“**Terrorism**” shall mean any act including but not limited to the use of force or violence and/or threat 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 and/or to put the public or any section of the public in fear

“**War**” shall mean invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellions revolution insurrection or military or usurped power.

EXTENSIONS

- a) “**Disappearance**” In the event of disappearance of the 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** the benefit amount of Item 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to **the Company**.
- b) “**Exposure**” If an Insured Person suffers Death, Loss or Permanent Total Disablement as a result of exposure to the elements **the Company** will consider that as having been caused by **Bodily Injury** following an **Accident**.
- c) “**Medical Expenses**” In the event of a valid claim in respect of Item 15 within the time limit specified for such Items, **the Company** will be paid in addition up to but not exceeding 20 per cent of the total amount of the claim admitted under those Items.

EXCLUSIONS

This Insurance does not cover **Bodily Injury** following an **Accident** or **Sickness** directly or indirectly resulting from or consequent upon:

1. **War**;
2. **Terrorism** but this exclusion shall not apply to losses arising from terrorism unless such losses are caused by a **Nuclear Chemical or Biological Cause**;
3. radioactive contamination whether arising directly or indirectly;
4. the Insured Person committing or attempting to commit suicide, or intentionally inflicting self-injury injury or wilful exposure to danger (except in an attempt to save human life) or from the Insured Person’s own criminal act;
5. the Insured Person engaging in aviation other than as a passenger in an aircraft authorised by law to carry passengers;
6. the Insured Person having any existing defect or chronic or recurring disease, disorder or other condition which was known to the Proposer or the Insured Person at the inception of this insurance or prior to the latest renewal thereof or has suffered in the 12 months immediately preceding the inception of this insurance.
7. any psychiatric, mental or nervous disorder, mental sickness, anxiety, stress or depression unless formally diagnosed by a specialist medical practitioner qualified in the diagnosis of such a condition;
8. pregnancy or childbirth;
9. the Insured Person taking a drug, which is not lawfully available or is lawfully available only on prescription by a qualified doctor or dentist. This exception does not apply if the drug was prescribed;
10. **Sickness** claims within the first 14 days of the commencement of this Insurance. This exclusion not to apply at renewal;
11. the Insured Person being engaged or taking part in Military Air Force or Naval Service or Operations (other than reserve or volunteer training);
12. any loss or disease directly or indirectly arising out of, consequent upon or contributed to Human Immune Deficiency Virus (H.I.V) and/or any H.I.V. related sickness or any sexually transmitted disease;
13. the Insured Person’s failure to pass a medical examination which is required for the maintenance of any form of licence or certificate upon which their usual occupation depends.
14. any condition which is traceable to any naturally occurring condition or any gradually developing bodily deterioration whatever the cause of that deterioration

TERMS AND CONDITIONS

CONDITIONS

“Age 65 and over” In the case of the Insured Person attaining the age of 65 Item 8 shall read ‘Permanent Total Disablement from engaging in gainful employment of any and every kind’.

“Assignment” The Company will not be bound to accept or be affected by any trust, charge, lien, assignment, or other dealing with this Policy. Payment of any benefit shall be made only to the Insured (or the Insured Person or their legal representative if no Insured is stated) and their receipt shall be a discharge to **the Company**

“Claims Notification” Notice of any occurrence likely to give rise to a claim under this Insurance must be given to **the Underwriters** as soon as practicable but in any event within thirty days of such occurrence. Notice of death however must be given forthwith and **the Underwriters** shall have the right to request a post-mortem examination of the body.

All necessary certificates, information and evidence required must be supplied at the Insured’s own expense and in the form prescribed by **the Underwriters**. The Insured Person shall submit to medical examination on behalf of and at the expense of **the Company** as often as shall be required in connection with any claim. No benefit shall be payable in respect of any claim where the Insured Person fails to undergo such medical examination.

In respect of Items 15, 16 and 20, odd days of benefit will be calculated at one-seventh of the amount payable per week.

“Fraud” If the Insured or Insured Person shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims and premium paid hereunder shall be forfeited.

“Cancellation” The Insured (or the Insured Person if no Insured is stated) may cancel this Insurance after the expiry of 14 days **Cancellation Rights** by giving thirty days notice in writing to **the Underwriters**. In the event of cancellation by the Insured or Insured Person (provided no claim has arisen been notified or paid on the Policy in the Period of Insurance) **the Underwriters** will return the premium in accordance with the cancellation rates as follows:

- i. Cancellation in the first year of insurance in accordance with the following short term rates:

Minimum retained premium by the Company	£25
Period Insurance in Force	Percentage of Annual Premium returned
One Month	80%
Two Months	70%
Three Months	50%
Four Months	40%
Six Months	15%
Over Six Months	Nil

- ii. Cancellation in subsequent years of insurance:

Pro-rata return of annual premium subject to any minimum premium provisions, and subject to no claim having been paid or payment having commenced prior to the date of cancellation.

- iii. **The Company** may cancel this policy by sending 30 days notice by recorded delivery to the Insured at their last known registered address.

In the event of cancellation by the Insured or Insured Person and a claim has arisen been notified or paid on the Policy in the Period of Insurance, no return of premium will be given

“Change in Material Fact” The Insured or Insured Person shall give notice to **the Underwriters** within a reasonable period of time of any change in the business, occupation or activities of the Insured Person and shall pay any additional premium or accept additional terms as **the Underwriters** shall deem necessary.

“Interest” No sum payable under this Insurance shall carry interest.

“Interpretation” Any word or expression to which a specific meaning has been attached in any part of this Insurance Policy shall bear such meaning wherever it may appear.

“Law and Jurisdiction” Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English Law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

“Minors” If the Insured Person is i) unmarried and dependent upon their parent(s) or legal guardian(s) and ii) under 18 years of age or under 23 years of age if in full-time education

- ii. the amount of Item 1 will be limited to £10,000
iii. Item 8 shall read ‘Permanent Total Disablement from engaging in gainful employment of any and every kind’
iv. no amount will be payable for Items 15 16 and 20

“Observance” as a condition precedent to **the Company**’s liability the following conditions apply:

- a) The observance by the Insured (or the Insured Person if no Insured is stated) of all terms, conditions and endorsements contained herein.
b) The truth of the statements made in the proposal form, which shall be the basis of and be incorporated into this Insurance Policy.

“Regular Employment” In the case of any Insured Person who is not in regular gainful employment Item 8 shall read ‘Permanent Total Disablement from engaging in gainful employment of any and every kind’ and no amount will be payable for Items 15, 16 and 20.

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Towergate Underwriting personal accident & travel is a trading name of Towergate Underwriting Group Limited

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