



## WILLIAM RUSSELL LIMITED

William Russell Limited is the administrator of your Global Accident plan. William Russell Limited is authorised and regulated by the UK Financial Services Authority. The insurer of your Global Accident plan is as stated on your Certificate of Insurance.

## INTRODUCTION

The purpose of this **insurance** is to cover **you** for **bodily injury** or **death** caused as the result of an **accident** happening during a **period of cover** which results in any of the losses described in the Global Accident plan **benefits schedule** and for the amount stated on **your certificate of insurance**.

These rules apply to Global Accident plan contracts effected through William Russell Limited. They set out **your** and **our** rights and obligations. The **rules** must be read in conjunction with **your application form**, and **your certificate of insurance**.

You should bear in mind that **good faith** is a very important principle in insurance. **We** will rely on the **application form** signed and dated by **you** in deciding whether to provide **you** with the benefits of the Global Accident plan. The signed and dated **application** is an integral and crucial part of **your** Global Accident plan contract and the **cover we** provide. If it contains materially incorrect or incomplete facts **we** have the right to declare **your** Global Accident plan void. **You** should therefore take the greatest care to ensure that not only is your **application form** complete and accurate, but also that **you** have not withheld any fact which may have some effect on the terms upon which **we** accept **your application** for cover. Changes can occur in the facts given, and, if they do, **you** must tell **us** of the change.

**You** must inform **us** if **your** occupation exposes **you** to any greater risk than a purely office-based occupation, or if **you** intend visiting countries which pose a greater risk of **accident** or if **you** intend to engage in any sporting activities.

## AGE LIMITS

**You** must be aged 18 or over to be eligible for the Global Accident plan. The maximum age limit is 70 years. **Your** cover will automatically terminate at the end of the **period of cover** during which you attain the age of 70 years.

## BENEFITS SCHEDULE

Your **personal accident benefit** shall become payable when an **accident** occurring during your **period of cover** results in one or more of the following occurrences:-

- |  |   |   |
|--|---|---|
| <ol style="list-style-type: none"> <li>1 <b>Your</b> death</li> <li>2 The total and irrecoverable loss of sight in both of <b>your</b> eyes</li> <li>3 The total and irrecoverable loss of sight in one of <b>your</b> eyes</li> <li>4 The loss of or the loss of use of two of <b>your</b> limbs</li> <li>5 The loss of or the loss of use of one of <b>your</b> limbs</li> <li>6 The total and irrecoverable loss of the sight of one of <b>your</b> eyes and one limb</li> <li>7 <b>Your permanent total disablement</b> (other than the total loss of sight of one or both eyes or the loss of one or more limbs)</li> </ol> | } | within two years of the date of the <b>accident</b> |
|--|---|---|

The total **personal accident benefit** payable to any one **insured person** shall be limited to the **personal accident benefit** amount stated on **your certificate of insurance**.

## DEFINITIONS

<b>Accident</b>	Means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and which includes exposure resulting from a mishap to a conveyance in which <b>you</b> are travelling.
<b>Application form</b>	The <b>application</b> or <b>application form</b> refers to the form which is signed by <b>you</b> for yourself and for any <b>dependants</b> for whom cover is also required.
<b>Annual review date</b>	The <b>annual review date</b> is shown on <b>your certificate of insurance</b> and will normally be the anniversary of <b>your</b> original <b>commencement date</b> .
<b>Bodily injury</b>	Means identifiable physical injury which:- a) is caused by an <b>accident</b> , and b) is caused solely and independently of any other cause, except by:- i) an illness which arises as a direct result of the <b>accident</b> , or ii) an illness caused as the direct result of medical or surgical treatment rendered necessary by the <b>accident</b> and which results in the death or disablement of the <b>insured person</b> within two years from the date of the accident.
<b>Certificate of insurance</b>	The <b>certificate of insurance</b> , (or <b>membership statement</b> ) is issued by William Russell Limited and confirms:- i) <b>Your personal accident benefit</b> ii) the currency of <b>your</b> plan iii) the <b>period of cover</b> iv) <b>your country of residence</b> v) any <b>special terms</b>
<b>Commencement date</b>	The date shown on <b>your certificate of insurance</b> and on which <b>your</b> cover commences. <b>Your</b> cover cannot commence until <b>your application</b> has been accepted by us and until <b>you</b> have paid <b>your premium</b> in full to William Russell Limited.
<b>Country of residence</b>	The country in which <b>you</b> are habitually resident at the <b>commencement date</b> of your cover and on each subsequent <b>annual review date</b> .
<b>Dependant</b>	<b>Your</b> spouse or partner.
<b>Good faith</b>	<b>Good faith</b> means <b>your</b> and <b>our</b> mutual obligation to conduct affairs in relation to this contract in a fair and reasonable manner. In particular, <b>you</b> must ensure that <b>we</b> are always accurately informed of all the facts and circumstances affecting <b>your</b> and <b>your dependants'</b> occupation, sporting activities and <b>country of residence</b> , and the risks <b>you</b> wish to take and that <b>we</b> are not misled in any way with regard to the risks <b>we</b> accept and the nature of the financial obligations <b>you</b> wish <b>us</b> to undertake by <b>our</b> acceptance of <b>your application</b> .
<b>Hazardous activities</b>	These include (but are not limited to) off-piste skiing, scuba diving to a depth of more than 30 metres and unsupervised scuba diving, rockclimbing or mountaineering normally involving the use of ropes or guides, pot-holing, hang-gliding, parachuting, bungee-jumping, hunting on horseback, or driving or riding in any kind of race or competition, flying other than as a passenger in a commercial aircraft, driving or riding on motorcycles, motor scooters or mopeds, or any other activity that places <b>you</b> in a similar degree of danger as any of those mentioned here.
<b>Hazardous occupations</b>	<b>Hazardous occupations</b> include any occupation which is not purely office based.
<b>Insurance</b>	The <b>insurance</b> consists of <b>your</b> completed, signed and dated <b>application form</b> , these <b>rules</b> and <b>your certificate of insurance</b> .
<b>Insured person</b>	A person named as an <b>insured person</b> in <b>your certificate of insurance</b> for whom a personal accident benefit has been confirmed, and for whom the appropriate personal accident <b>premium</b> has been paid.
<b>Loss of a limb</b>	Means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes the total and irrecoverable loss of use of a hand, arm or leg.
<b>Period of cover</b>	The <b>period of cover</b> is a period of twelve (12) months from the <b>commencement date</b> stated on <b>your certificate of insurance</b> or from any <b>annual review date</b> .  The <b>period of cover</b> is as stated on <b>your certificate of insurance</b> and cover will remain in force during this <b>period of cover</b> provided always that the appropriate <b>premium</b> has been paid to William Russell Limited.

<b>Permanent total disablement</b>	<b>Permanent total disablement</b> means that an <b>insured person</b> is rendered totally unable to perform any type of occupation, and it is medically certified that they will never be able to perform any type of occupation again.
<b>Personal accident benefit</b>	The <b>personal accident benefit</b> is the amount stated on <b>your certificate of insurance</b> .
<b>Premium</b>	<b>Premium</b> means and refers to the amount <b>you</b> are required to pay to us for the insurance, to enable you to be eligible for the Global Accident plan benefits.
<b>Rules</b>	<b>Rules</b> means the contents of this document.
<b>Special terms</b>	<b>Special terms</b> refer to any special exclusions or conditions which <b>we</b> may apply to <b>your insurance</b> . Any <b>special terms</b> will appear on <b>your certificate of insurance</b> .
<b>Us, we, our</b>	Means William Russell Limited on behalf of the insurer.
<b>You, your</b>	Means the person who has completed and signed the <b>application form</b> and who is responsible for paying the <b>premium</b> .

## CONDITIONS

**Disclosure of hazardous occupations:** The Global Accident plan does not cover any occupation which poses a greater risk of **accident** than a purely office based occupation. If **your** occupation does expose **you** to any greater risk than an office based occupation and **you** require cover whilst **you** are working **you** must declare full details about **your** occupation on **your application form**. **We** can then advise **you** of the additional **premium** necessary to provide **you** with full cover whilst **you** are working. Cover will be subject to payment of the additional premium to William Russell Limited.

**Disclosure of hazardous sporting activities:** The Global Accident plan does not cover hazardous sports or pastimes. If you engage in any sporting activities which pose an increased risk of **accident**, and **you** require cover for these sporting activities **you** must declare full details about **your** activities on **your application form**. **We** can then advise **you** of the additional premium necessary to provide **you** with full cover for **your** activities. Cover for these activities will be subject to payment of the additional **premium** to William Russell Limited.

**Disclosing your country of residence:** You must declare the **country of residence** of each **insured person** on **your application form**, and at the time of each renewal. Cover in certain countries may be subject to the payment of an additional **premium**.

**Claims arising from or aggravated by a pre-existing medical condition:** If the consequences of an **accident** shall be aggravated by any condition or physical disability which existed before the **accident** occurred, the amount of compensation payable under this **insurance** in respect of the consequences of the **accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

**Notification of claim:** Notice must be given to us as soon as reasonably possible of any **accident** which causes or may cause disablement within the meaning of this **insurance** and **you** must as early as possible place **yourself** under the care of a duly qualified medical practitioner. Notice must be given to us as soon as reasonably possible in the event of the death of an **insured person** resulting or alleged to have resulted from an **accident**.

It is a condition precedent to **our** liability to pay compensation to **you** or **your** representative, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser or advisers appointed by us and that such medical advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to examine **you**.

In the event of a claim we must receive all relevant documentation including a police report, ambulance report, hospital admission notes and any other report or documentation that would have been completed at the time.

**Fraud, non-disclosure, incorrect declaration:** Any fraud, concealment, or deliberate mis-statement either in the **application form** or in connection with the making of any claim under this **insurance** shall render this **insurance** null and void and all claims shall be forfeited.

**Law:** This **insurance** is subject to the Law of England.

## EXCLUSIONS

This insurance does not cover death or disablement arising directly or indirectly out of or consequent upon or contributed to by:-

1. War, acts of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege, or attempted overthrow of government, or any acts of terrorism, unless:-

- (i) You are an innocent bystander, and
- (ii) You have not remained in or travelled to a country that the British Foreign Office has advised its citizens to leave, and
- (iii) You have not travelled to an excluded country (as stated on your certificate of insurance).

Notwithstanding the above we do not pay for the treatment of any condition or claim arising directly or indirectly from chemical or biological or nuclear contamination, however caused, including expense in any way caused by or contributed to by acts of war and/or terrorism even if you are an innocent bystander.

2. Chemical or biological contamination, however caused, or from contamination by radioactivity from any nuclear material whatsoever, including expenses in any way caused or contributed to by an act of war or terrorism.

3. The insured person engaging in or taking part in:-

- a) naval, military or air-force service or operations;
- b) hazardous occupations - which includes any occupation which is not purely office based, (unless you have disclosed accurate and complete details about your occupation and we have agreed to cover you and you have paid any additional premium due);
- c) hazardous sports including but not limited to off-piste skiing, scuba diving to a depth of more than 30 metres and unsupervised scuba diving, rock-climbing or mountaineering normally involving the use of ropes or guides, pot-holing, hang-gliding, parachuting, bungee-jumping, hunting on horseback, or driving or riding in any kind of race or competition;
- d) air travel except as a passenger in a properly licensed multi-engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
- e) driving or riding on motorcycles, motor scooters or mopeds;

Unless you have declared full details to us on your application form and we have agreed to cover the additional risk, and we have received from you any additional premium we require to cover the additional risk.

4. Suicide or attempted suicide or intentional self-injury or the insured person being in a state of insanity;

5. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;

6. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act, or the insured person being under the influence of alcohol or drugs.

7. This insurance does not pay any benefit in respect of death or injuries sustained whilst you are under the influence of alcohol and/or drugs.

## RIGHT OF CANCELLATION

You have a right to cancel your Global Accident plan during the first 30 days of the policy, provided that you confirm this to us in writing and have not made a claim. We will refund the premium you have paid to us.

## COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class standard of service. If there is an occasion when you feel that this objective has not been achieved please contact:- The Managing Director, William Russell Limited, William Russell House, The Square, Lightwater, Surrey GU18 5SS. UK. Tel: + 44 1276 486455 Fax: + 44 1276 486466 E-mail: enquiries@william-russell.com

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