

Welcome

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 Personal Accident plan benefits schedule and for the amount stated on **your certificate of insurance**.

These **rules** apply to Global Personal 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 Personal Accident plan. The signed and dated application is an integral and crucial part of **your** Global Personal Accident plan contract and the cover **we** provide. If it contains materially incorrect or incomplete facts **we** have the right to declare **your** Global Personal 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 Personal 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.

The administrator

The Global Personal Accident plan is administered by William Russell Limited. William Russell limited is authorised and regulated by the UK Financial Conduct Authority.

The insurer

The **insurer** of **your** Global Personal Accident plan is SHUS Insurance PCC Limited - Cell SHUS. SHUS Insurance PCC Limited is a Guernsey registered Protected Cell Company under The Companies (Guernsey) Law 2008.

SHUS Insurance PCC Limited - Cell SHUS is licensed and regulated by the Guernsey Financial Services Commission.

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The 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:

- 1) **Your** death
- 2) The total and irrecoverable loss of sight in both of **your** eyes
- 3) The total and irrecoverable loss of sight in one of **your** eyes
- 4) The loss of or the loss of use of two of **your** limbs
- 5) The loss of or the loss of use of one of **your** limbs
- 6) The total and irrecoverable loss of the sight of one of **your** eyes and one limb
- 7) **Your permanent total disablement** (other than the total loss of sight of one or both eyes or the loss of one or more limbs)

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**.

within two years of the date of the **accident**

Definitions

Accident

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 **you** are travelling.

Application form

The application or **application form** refers to the form which is signed by **you** for **yourself** and for any **dependants** for whom cover is also required.

Annual review date

The **annual review date** is shown on **your certificate of insurance** and will normally be the anniversary of **your** original **commencement date**.

Bodily injury

Identifiable physical injury which:

- 1) is caused by an **accident**, and

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2) is caused solely and independently of any other cause, except by:

- i. an illness which arises as a direct result of the **accident**, or
- ii. an illness caused as the direct result of medical or surgical treatment rendered necessary by the **accident** and which results in the death or disablement of the **insured person** within two years from the date of the **accident**.

Certificate of insurance

The **certificate of insurance**, (or membership statement) is issued by William Russell Limited and confirms:

1) Your personal accident benefit

- i. the currency of **your** plan
- ii. the **period of cover**
- iii. **your country of residence**
- iv. any **special terms**

Commencement date

The date shown on **your certificate of insurance** and on which **your** cover commences. **Your** cover cannot commence until **your** application has been accepted by **us** and until **you** have paid **your premium** in full to William Russell Limited.

Country of residence

The country in which **you** are habitually resident at the **commencement date** of **your** cover and on each subsequent **annual review date**.

Dependant

Your spouse or partner.

Good faith

Your and **our** mutual obligation to conduct affairs in relation to this contract in a fair and reasonable manner. In particular, **you** must ensure that **we** are always accurately informed of all the facts and circumstances affecting **your** and **your dependants'** occupation, sporting activities and **country of residence**, and the risks **you** wish to take and that **we** are not misled in any way with regard to the risks **we** accept and the nature of the financial obligations **you** wish to undertake by **our** acceptance of **your** application.

Hazardous activities

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, potholing, 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 **you** in a similar degree of danger as any of those mentioned here.

Hazardous occupations

Hazardous occupations include any occupation which is not purely office based.

Insurance

The **insurance** consists of **your** completed, signed and dated **application form**, these **rules** and **your certificate of insurance**.

Insured person

A person named as an **insured person** in **your certificate of insurance** for whom a **personal accident benefit** has been confirmed, and for whom the appropriate personal **accident premium** has been paid.

Insurer

SHUS Insurance PCC Limited - Cell SHUS.

Loss of a limb

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.

Period of cover

The **period of cover** is a period of twelve (12) months from the **commencement date** stated on **your certificate of insurance** or from any **annual review date**.

The **period of cover** is as stated on **your certificate of insurance** and cover will remain in force during this **period of cover** provided always that the appropriate **premium** has been paid to William Russell Limited.

Permanent total disablement

Permanent total disablement means that an **insured person** 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.

Personal accident benefit

The amount stated on **your certificate of insurance**.

Premium

The amount **you** are required to pay to **us** for the **insurance**, to enable **you** to be eligible for the Global Personal Accident plan benefits.

Restricted countries and regions

Restricted countries and regions are as stated on **your certificate of insurance**, and also include any other countries or regions that the British Foreign Office has advised its citizens to leave.

Rules

The contents of this document.

Special terms

Any special exclusions or conditions which **we** may apply to **your insurance**. Any **special terms** will appear on **your certificate of insurance**.

Us, we, our

The **insurer**.

Conditions

Disclosure of hazardous occupations

The Global Personal 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 Personal 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 a 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**.

You, your, yourself

Any and all the persons named in the schedule of **insured persons** on **your certificate of insurance** shown as having the Global Personal Accident plan.

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 laws of England and Wales.

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 **you** are an innocent bystander.

Notwithstanding the above, if **you** travel to any Restricted Country or Region specifically stated on **your certificate of insurance**, or to any country or region that the British Foreign Office has advised its citizens to leave, unless such travel has previously been advised to and agreed by us, no cover will be provided for death or disablement arising directly or indirectly out of or consequent upon or contributed to by 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, 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:

- i. naval, military or air-force service or operations;
- ii. **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);

iii. 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, potholing, hang gliding, parachuting, bungee-jumping, hunting on horseback, or driving or riding in any kind of race or competition;

iv. 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;

v. 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 Personal 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:

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William Russell Limited is authorised and regulated by the Financial Conduct Authority.