

# Optional Travel Plan Agreement

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# Welcome to William Russell

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Thank you for choosing a travel **plan** from William Russell. **We** want to provide **you** with an insurance policy **you** can rely on, so it is important that **you** fully understand the scope of the cover **we** provide. This **agreement** explains what is and what is not covered by **your plan**, and how **your claims** will be administered.

Please take time to read this **agreement** along with **your Certificate of Insurance** and **application form**. Together, these documents form the contract between **you** and **us**.

Certain words **we** use within this **agreement** have a special meaning to which **we** would like to draw **your** attention. For example: -

- 'We, us, our' – means William Russell Ltd, on behalf of the **insurer**
- 'You, your' – means **you** and all **insured persons** on this **plan**, as shown on **your Certificate of Insurance**

These words appear in **bold** type, and **we** provide their precise meanings in the *Definitions* section of this **agreement**.

All web addresses in this **agreement** are live. Simply click on a link and **you** will be taken directly to **our** website. **We** are, of course, always at the end of a telephone to answer queries or deal with **your claim**. **You** can find **our** contact details below.

## William Russell

William Russell Ltd is the administrator of **your plan**. William Russell Ltd is authorised and regulated by the UK Financial Conduct Authority under reference number 309314.

## The insurer of your plan

The **insurer** of **your plan** is Griffin Underwriting Ltd. Griffin is registered in Guernsey under Registration No. 42359, and is licensed and regulated by the Guernsey Financial Services Commission. All policies are 100% re-insured by certain underwriters at Lloyd's of London.

## Contact details

If you have an enquiry about your plan or insurance

**Phone** +44 1276 486 455  
**Fax** +44 1276 486 466  
**Email** [enquiries@william-russell.com](mailto:enquiries@william-russell.com)

If you need to make a claim

**Phone** +44 1276 486 460  
**Fax** +44 1276 486 476  
**Email** [claims@william-russell.com](mailto:claims@william-russell.com)  
**Web** [william-russell.com/making-a-claim](http://william-russell.com/making-a-claim)

If you'd like to write to us

**William Russell Ltd**  
William Russell House  
The Square, Lightwater  
Surrey, GU18 5SS, UK

# Your plan agreement

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This **agreement**, together with **your application form** and **your certificate of insurance**, make up the contract between **you** and **us**. The terms of this **agreement** apply to **you** and to all of **your eligible dependants** as stated in the schedule of **insured persons** on **your certificate of insurance**.

The purpose of this **insurance** is to cover **you** during **insured trips** made outside **your country of residence** during **your period of cover**. An **insured trip** must start and end during the **period of cover**. There is no limit to the number of **trips you** can make during a **period of cover**, but no one **trip** can exceed 120 days.

**You** are covered during a **trip** within **your country of residence** if the travel arrangements are pre-booked and the **trip** involves at least two nights paid accommodation.

There are conditions and exclusions which apply to individual sections of this **plan**, and general conditions and exclusions which apply to all sections of the **plan**.

**You** are required to take all reasonable care to protect **yourself** and **your** property and to act as though **you** are not insured.

Please also note that there are exclusions relating to hazardous holiday activities, for example scuba diving and motor bike or moped hire.

## Age limits

The maximum age limit for the **plan** 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.

## General conditions

**We** shall not be responsible for claims where at the time of booking each separate **trip**:

1. **You** are aware of any medical condition or set of circumstances which could reasonably be expected to give rise to a claim.
2. Any person, including those who are not travelling, whose condition may give rise to a claim:
  - i. has during the twelve months prior to booking each separate **trip** suffered from any chronic and/or recurring illness of a serious nature which has necessitated consultation or treatment unless declared to and accepted by **us**; or
  - ii. is suffering or has suffered from any diagnosed psychiatric disorder; anxiety or depression; or
  - iii. is receiving, or on a waiting list for treatment in a hospital or nursing home; or
  - iv. is expected to give birth before, or within eight weeks of the date of arrival home; or
  - v. is travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad; or
  - vi. has been given a terminal prognosis.

**You** must disclose all material facts to **us**. Failure to do so may affect **your** rights under this **insurance**. A material fact is a fact likely to influence **us** in the acceptance or assessment of the

**insurance**, for example, **your** own state of health or that of a close relative. If **you** are in any doubt as to whether a fact is material then for **your** own protection it should be disclosed.

## Access to medical records

**We** have the right to obtain information from **your** medical records (with **your** permission) to help **us** deal with any claim. If **you** refuse to allow **us** to have access to **your** medical records **we** will refuse to pay the claim.

## Other conditions applying to your plan

1. **We** are not liable to pay any claims unless any necessary certificates, information and/or other documentation required by **us** has been provided and **you** have answered any questions truthfully when applying for the **insurance**.
2. Reasonable care must be exercised to prevent **accidents**, injury, loss or damage and all reasonable care must be taken for the safety and supervision of property as if uninsured.
3. Written notice of an **accident**, proceedings or other events which may give rise to a claim shall be given to **us** immediately. Any necessary certificates, information and other documentation required by **us** must be supplied to **us** at **your** expense.
4. Except with **our** written consent, **you** are not entitled to admit liability on **your** or **our** behalf, or give any representation or other undertakings binding upon **you** or **us**. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with any claims.
5. **We** may at **our** own expense take proceedings in respect of any indemnity provided under this **insurance** and any amounts so recovered shall belong to **us**, and **you** shall render all reasonable assistance to **us**.
6. The laws of England and Wales shall apply.

# What you're covered for

Subject always to the limits stated for each benefit, the benefits available under each **plan** are as shown below. If **you** have paid **your premium** in Sterling the Sterling **benefit limits** will apply. If **you** have paid **your premium** in US Dollars the Dollar **benefit limits** will apply. If **you** have paid **your premium** in Euros the Euro **benefit limits** will apply. The currency of **your plan** is confirmed on **your certificate of insurance**.

## Section 1

### Personal accident cover

The personal **accident** benefit is paid if **you** sustain **bodily injury**, caused by an **accident** occurring during an **insured trip**, which results in:

1. **Your** death,
2. **Your** losing one or more limbs or loss of sight in one or both eyes, or
3. **Your** becoming permanently and totally disabled from carrying out any occupation for which **you** are reasonably suited by way of education, experience or training

### The insured benefit

The maximum amount payable over all benefits is £50,000 or US\$85,000 or €85,000.

In the event of the death of a child under age 16, the death benefit is reduced to £5,000 or US\$8,500 or €8,500.

### Conditions

A claim can only be made for one of the benefits above in respect of any one **accident** for any one **insured person**.

No benefit shall be paid unless death or disability occurs within 12 months of the **accident**.

### Exclusions

1. No payment will be made in respect of Benefits 2 and 3 unless **we** receive proof that the disability has continued for a period of 12 months from the date of the **accident** and that it will continue for the remainder of **your** life.
2. If death occurs following a subsequent **accident** whilst a disability claim remains unsettled then only the death benefit shall be payable.

## Section 2

### Personal belongings or baggage

The accidental loss of or damage to items owned by **you** and within **your** personal baggage during an **insured trip**.

### The benefit limit

Up to £2,500 or US\$4,250 or €4,250 per **insured person**, subject to a limit of £500 or US\$850 or €850 for any one item or pair or

set of articles and subject to an overall limit of £1,000, US\$1700 or €1700 in respect of **valuables**.

There is an **excess** of £40 or US\$68 or €68 per **insured person** in respect of each claim.

### Conditions

The replacement value of any items lost or totally destroyed will be paid provided the items are one year old or less and provided **you** have proof of purchase, such as a receipt. Otherwise the claim will be dealt with on the basis of intrinsic value. Where items are damaged **we** may at **our** option pay for the cost of repair or replacement.

### Exclusions

- i. Loss or damage arising from delay, confiscation or detention by customs or other officials.
- ii. Loss or damage to stamps, documents (other than those specifically mentioned) or fragile articles.
- iii. Normal wear and tear, gradual deterioration, mechanical or electrical breakdown or derangement.
- iv. Loss or damage whilst in the custody of an airline or other carrier unless reported immediately, and in the case of an airline, unless a Property Irregularity Report is obtained.
- v. **Personal belongings** that are left unattended (including **personal belongings** left unattended in a vehicle, whether locked or unlocked), unless resulting from forcible and violent entry to the accommodation.
- vi. Mobile telephones.
- vii. Loss or damage to dentures, false limbs, hearing aids, contact lenses or spectacles.
- viii. Any loss, theft, or suspected theft which has not been reported to the Police within 24 hours of discovery and where a written Police report has not been obtained.
- ix. Loss or damage to **valuables** from checked-in luggage, whilst in the custody of an airline.

### Delayed baggage

If **your** baggage is temporarily lost on the outward bound international flight from **your country of residence**, and **you** are without it for more than 12 hours, **we** will pay for the replacement of essential items. To claim under this section, **you** must keep the receipt of anything bought, and must get written confirmation from the carrier of the number of hours **you** were without **your** baggage.

The maximum amount **we** will pay for each **insured person** is £100 or US\$170 or €170.

### Exclusions

1. Any claim for baggage delayed or detained by customs or other officials.
2. Anything mentioned in the 'General Exclusions' section of this **agreement**.

## Section 3

### Cancellation and curtailment

This benefit covers **you** for the loss of irrecoverable deposits and/or charges paid or contracted to be paid prior to the commencement date of the **insured trip**. Where **you** have paid or contracted to pay deposits or charges, in respect of persons who are not insured on the policy, only the proportion of the loss of irrecoverable deposits and/or charges relating to **you** shall be covered.

#### The benefit limit

Up to £2,500 or US\$4,250 or €4,250.

An **excess** of £40 or US\$68 or €68 applies per **insured person** in respect of each claim.

We will pay up to the **benefit limit** for loss of irrecoverable deposits or payments for unused travel and accommodation paid in advance or contracted to be paid as a result of **your** necessary and unavoidable cancellation or curtailment of the **trip** due to one of the following reasons:

1. **Your** death, injury or illness or the death, injury, illness of a close relative, close business colleague or travelling companion upon whom your travel depends or with whom you intended to stay.
2. **Your** presence being requested by the police following **your** home or business premises being rendered uninhabitable during the **trip** or in the 7 days prior to departure.
3. **Your** presence being requested by the police following burglary or attempted burglary at **your** home or business premises.
4. Redundancy for which a proper redundancy notice has been supplied by **your** employer in respect of permanent employment.
5. A call for **you** to be a witness or for jury service where postponement has been denied by the court.
6. Compulsory quarantine applying to **you** or any person with whom **you** had arranged to travel.
7. Official requirements for **you** to attend emergency duty in military, medical or public service.
8. A government regulation following an epidemic or natural disaster that stops **you** from travelling.

In respect of curtailment, **we** will pay up to the **benefit limit** for the proportionate amount of **your** irrecoverable pre-paid costs of the **trip**, which will be based on the complete number of days **you** are at home or hospitalised as an in-patient.

#### Definitions

A close relative means a spouse, parent, parent-in-law, grand-parent, child, grand-child, brother, sister or fiancée. A close business colleague means someone employed by the same company as **you** whose unforeseen absence from work necessitates the cancellation or curtailment of **your trip** as certified by a senior director of the company.

#### Exclusions

**You** are not covered for:

1. the **excess** amount in respect of each and every claim other than loss of deposit claims, for which **you** are not covered for the first £10 or US\$16 or €16.
2. any expenses payable by the tour operator, hotel or airline.

3. any delay in commencement of the **trip** (see 'Section 8. Travel disruption' of this **agreement**).
4. any surcharges levied by the operator which increase the brochure prices.
5. any losses arising from **your** failure or delay in notifying the travel agent, tour operator or provider of service immediately it may be necessary to cancel or curtail **your** travel arrangements.
6. the costs of curtailment not approved by the medical emergency service.
7. any losses arising from the financial failure, insolvency, bankruptcy or default of the tour organiser.

## Section 4

### Travel delay

This benefit is paid when:

1. The outward bound international flight from **your country of residence**, or
2. The onward flight of a planned and pre-booked **trip**, following a stop over of at least 24 hours, or
3. The in-ward bound international flight to **your country of residence**, on which **you** are booked to travel, is delayed for a period of in excess of twelve hours from the scheduled time of departure.

#### The benefit limit

£50 or US\$85 or €85 per **insured person** per **insured trip** for each full 12 hour period of delay up to a maximum of £200 or US\$340 or €340.

#### Conditions

Any claim under this section must be supported by both evidence of **you** having purchased a ticket for the particular flight in question, and a letter from the airline stating that **you** were booked to travel on the flight, along with the reason for the delay, and the duration of the delay, including confirmation of the time of the eventual departure of the flight.

#### Exclusions

Any journey for which **you** are not registered as a pre-booked passenger.

## Section 5

### Personal liability

This benefit indemnifies **you** for legal expenses and legal liability for damages arising out of claims made against **you** as the result of an event occurring during an **insured trip**.

#### The benefit limit

Up to £1,000,000 or US\$1,700,000 or €1,700,000 for any one event where **you** cause:

1. Accidental **bodily injury** to a person who is not a member of **your** family or household or an employee of **you**, or
2. The loss of, or damage to any property not belonging to, held in trust by or in the custody or control of **you**.

## Conditions

Our total liability shall not exceed £1,000,000 or US\$1,700,000 or €1,700,000 where any other **insurance** is taken out with the **insurer** which encompasses this type of cover.

## Exclusions

No benefit will be paid in respect of claims directly or indirectly arising from:

1. Employer's liability or contractual liability or liability to a member of **your** family.
2. Animals belonging to or in the care, custody and control of **you**.
3. Any wilful, malicious or unlawful act.
4. Pursuit of trade, business or profession.
5. Ownership or occupation of land or buildings.
6. Legal costs resulting from any criminal proceedings.
7. The influence of intoxicating liquor or drugs.
8. Ownership, possession or use of firearms, motorised or mechanical vehicles, aircraft or water craft.

## Section 6

### Personal money

We will indemnify **you** for accidental loss of or theft of cash, cheques, postal or money orders, whilst on an **insured trip** and whilst being carried by **you** or whilst left in a safety deposit box.

### The benefit limit

Up to £500 or US\$850 or €850. Limited to a payment of £200 or US\$340 or €340 in respect of cash.

An **excess** of £40 or US\$68 or €68 applies per **insured person** in respect of each claim.

## Exclusions

1. Losses of more than £200 or US\$340 or €340 in respect of cash.
2. Losses arising from delay, confiscation or detention by customs or other officials.
3. Shortages due to error, omission, exchange or depreciation in value.
4. Losses not reported to the police within 24 hours and where a written police report has not been obtained.

## Section 7

### Legal expenses

Legal costs and expenses incurred by **you** in pursuit of compensation or damages against a third party arising from or out of **your** death or personal injury occurring during an **insured trip**.

### The benefit limit

Up to £25,000 or US\$42,500 or €42,500.

## Conditions

1. **We** shall have complete control over the legal proceedings and the appointment and control of a lawyer.
2. **You** must follow the legal representative's advice and provide any information and assistance required. Failure to do so will entitle **us** to withdraw cover.

3. **We** must have access to any and all the legal representative's file of papers.

4. **We** may include a claim for their costs and expenses.

**Your** failure to comply with all or any of these conditions will entitle **us** to render the legal expenses section of this **plan** void and thereby withdraw cover.

## Exclusions

1. **We** shall not be liable for:

- i. Costs incurred in pursuance of any claim against a travel agent, tour operator, carrier, accommodation provider, the **insurer**, or William Russell Ltd, or any other person insured under the same **insurance**.
- ii. Legal expenses incurred prior to the granting of support by **us**.
- iii. Any claims reported more than 180 days after the commencement of the incident giving rise to such claim.
- iv. Any claim where the laws, practices and/or financial regulations of the country in which the proposed action will take place indicate that the costs of such action are likely to be unreasonably greater than the anticipated value of the compensation award.
- v. Costs incurred in pursuance of a claim against any person with whom **you** had arranged to travel.
- vi. Any claim where **you** are insured for legal expenses under any other **insurance** policy.
- vii. Any claim where in **our** opinion there is insufficient prospect of success in obtaining a reasonable benefit.

2. **We** shall not be liable for any claim where legal costs and expenses are based directly or indirectly on the amount of an award.
3. This **insurance** will not extend to cover **you** in the pursuit of any appeal except at **our** sole discretion.
4. Where there is the possibility of a claim being brought in more than one country, **we** shall not be liable for the costs if an action is brought in more than one country.

## Section 8

### Travel disruption

We will indemnify **you** for necessary additional travel and accommodation costs incurred to enable **you** to get to **your** intended destination if **you** miss the outward flight or sailing from or to **your country of residence** whilst on an **insured trip** due to the failure of scheduled public services or the breakdown of **your** car.

### The benefit limit

Up to £1,000 or US\$1,700 or €1,700.

## Conditions

In the event of an **accident** or breakdown of **your** car a written report must be obtained from the vehicle repair or recovery company.

## Exclusions

No benefit will be paid if the flight or sailing was missed due to:

1. **You** not allowing sufficient time to get to the flight or sailing.
2. A strike or course of industrial action **you** knew about or which was public knowledge at the time of booking the **trip** or at the commencement date of the **insurance** or at the date on which the **insurance** is renewed.

## Section 9

### Hijack

£50 or US\$85 or €85 is paid for each complete day **you** are forcibly and illegally detained as a result of a hi-jack occurring during an **insured trip** up to a maximum payment of £500 or US\$850 or €850.

## Section 10

### Passport replacement

If **you** lose your passport whilst on an **insured trip** and the loss is reported to the consular representative of the issuing country within 24 hours of the discovery of the loss, and a written report is obtained from the consular representative, **we** shall indemnify **you** for any additional travel and accommodation expenses necessarily incurred as a direct result of the loss to enable a replacement passport to be obtained.

#### The benefit limit

Up to £250 or US\$425 or €425.

#### Conditions

**We** will only pay a claim which is supported by a report from the consular representative confirming:

1. the date of loss of the passport,
2. the date of notification of the loss, and
3. the date on which a replacement passport was obtained.

## Section 11

### Piste closure

**We** will pay compensation to **you** when lack of snow during a pre-booked **insured trip** results in the closure of all ski lifts in the resort to which the **insured trip** was booked.

Compensation can be claimed in respect of transportation to an alternative ski resort and the purchase of a lift pass until there is snow in the booked resort, or until the pre-booked period of the **insured trip** ends, whichever is the sooner.

If there is no alternative site available, the full daily rate of compensation can be claimed until there is snow in the booked resort, or until the pre-booked period of the **insured trip** ends, whichever is the sooner.

#### The benefit limit

Up to £20 or US\$34 or €34 per day subject to a maximum payment of £200 or US\$340 or €340.

## Exclusions

1. All claims relating to **insured trips** which take place outside of the months of December, January and February in the Northern Hemisphere.
2. All claims relating to **insured trips** which take place outside of the months of June, July and August in the Southern Hemisphere.
3. All claims where the **insurance** was effected less than 11 days before the commencement of the **insured trip**.
4. All claims in respect of cross country skiing.

## Section 12

### Ski or snowboard hire

**We** shall indemnify **you** for the cost of hiring an equivalent pair of skis or snowboard, boots and bindings when **your** own skis or snowboard, boots and bindings are accidentally lost or damaged during a **trip**.

#### The benefit limit

Up to £10 or US\$17 or €17 per day up to a maximum of £150 or US\$255 or €255.

#### Conditions

**You** must report the loss of or damage to **your** skis, or snowboard, boots and bindings to the police or appropriate authority within 24 hours of the discovery of the loss or damage and an official written report of the loss or damage must be obtained.

## Section 13

### Inability to ski or snowboard

**We** will pay compensation if **you** are unable to ski or snowboard due to an illness or injury arising during an **insured trip**.

#### The benefit limit

£10 or US\$17 or €17 for each full day that **you** are unable to ski up to a maximum payment of £100 or US\$170 or €170.

#### Conditions

A doctor's certificate will be required in support of any claim under this section of the **insurance**.

# What you're not covered for

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1. **We** shall not be liable for claims directly or indirectly arising from: -
  - i. War, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), terrorist activity, civil war, rebellion, insurrection, revolution, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property under the order of any government or public or local authority.
  - ii. **Accidents** or incidents whilst engaging in or practising for off piste skiing, ski-racing, ski-jumping, ice-hockey, lugeing, heli-skiing, the use of bobsleighs or skeletons, mountaineering, underwater activities requiring the use of artificial breathing apparatus, riding or driving in any kind of race, motor rallies, motor competitions, hang gliding, hot-air ballooning, parachuting, gliding, potholing, bungee-jumping, white water rafting, and wilful exposure to risk (other than in an attempt to save human life).
  - iii. Aviation other than air travel as a fare paying passenger in a fully licensed multi-engine passenger carrying aircraft.
  - iv. Manual work in connection with profession, business or trade.
  - v. The use of mopeds or motorcycles.
  - vi. Engaging in or practising for any professional sport.
  - vii. Death or injuries sustained whilst **you** are under the influence of alcohol and/or drugs.
  - viii. Wilfully self-inflicted illness or injury, suicide or attempted suicide, alcoholism or the abuse of alcohol or drugs.
  - ix. Any circumstance manifesting itself after the date of booking but prior to the **period of cover**.
  - x. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - xi. Consequential loss of any kind.
  - xii. Criminal or unlawful acts.
  - xiii. Bankruptcy/liquidation of any tour operator, travel agent, transportation company or accommodation supplier.
  - xiv. Travel to an area that, at the time of booking, the British Foreign and Commonwealth Office are advising against all travel to.
  - xv. The coronavirus (COVID-19) disease or any mutations thereof. Please note that this exclusion (xv) applies only to travel plans incepted and/or renewed on or after 01 June 2020.
2. **We** shall not be liable for any expenses which are recoverable from any other source.

# If you need to make a claim

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If **you** need to make a claim **you** must complete a claim form in full and return it to **us** within 30 days of the date of the loss or incident giving rise to the loss.

Contact **us** for a claim form at:

**William Russell Ltd**

William Russell House  
The Square, Lightwater  
Surrey, GU18 5SS, UK

**Phone** +44 1276 486 460

**Fax** +44 1276 486 476

**Email** [claims@william-russell.com](mailto:claims@william-russell.com)

**Insurers** share information with each other to prevent fraudulent claims and for underwriting purposes via the Claims and Underwriting Exchange (CUE) operated by Insurance Database Services Ltd. A list of participants is available upon request. In the event of a claim the information **you** supply on the claim form together with other information relating to the claim will be provided to CUE participants.

# How to make a complaint

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At William Russell, each one of **our** customers is important to **us**. **We** believe that **you** have the right to professional customer service of the highest quality at all times. If you think **we** have fallen short of this standard, please follow the procedures outlined below.

If **you** are not happy with the service **you** have received, **you** may write to **us** at any time at the following address: -

## **William Russell Ltd**

William Russell House  
The Square, Lightwater  
Surrey, GU18 5SS, UK

**Phone** +44 1276 486 455

**Fax** +44 1276 486 466

**Email** [enquiries@william-russell.com](mailto:enquiries@william-russell.com)

**We** will acknowledge receipt of **your** complaint within 2 working days. **We** will investigate **your** complaint and send a response to **you** within 4 weeks of the receipt of your complaint. If **we** are unable to provide **you** with a final response within this time period, **we** will write to **you** advising **you** of when **we** will be able to respond. **We** will endeavour to send a final response to **you** within 8 weeks of the receipt of **your** complaint. If **we** are unable to provide **you** with a final response within this time period, **we** will write to **you** again explaining why and advising **you** of when **you** may expect a final response.

William Russell Ltd acts on behalf of the **insurer** of **your plan** in respect of policy administration and **claims** handling. If **your** complaint relates to a decision **we** have made on behalf of **our insurer** (e.g. a decision regarding a **claim** you have made), **you** can write to the **insurer** at any stage in the process.

## **Griffin Underwriting Ltd.**

Level 5, Mill Court  
La Charroterie, St Peter Port 2  
GY1 1EJ, Guernsey

**Phone** +44 1481 721 034

**Fax** +44 1481 721 032

**Email** [info@griffin-underwriting.com](mailto:info@griffin-underwriting.com)

If **you** are not satisfied with the outcome of the complaints process, **you** may write to:

## **Channel Islands Complaints Ombudsman (CIFO)**

PO Box 114  
Jersey  
Channel Islands  
JE4 9QG

If **your** complaint relates to a service provided by William Russell Ltd and **you** have not received a response from **us** within 8 weeks of **our** receipt of **your** initial complaint, or **you** are dissatisfied with the final response **you** have received from **us**, **you** may write to the UK Financial Ombudsman Service.

## **The Financial Ombudsman Service (FOS)**

Exchange Tower  
London E14 9SR

**Phone** +44 800 023 4 567

**Fax** +44 020 7964 1001

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

**Web** [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

## **Arbitration and applicable law**

This **insurance** is subject to the laws of England and Wales.

# How we process your information

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We think it is important for all **our** customers to be made aware of what information **we**, as a data controller, hold about them and to have the reassurance of knowing that **we** will process their personal information fairly and securely. The following statements refer to the personal information of **yourself** and all other **insured persons on your plan**.

## The information we collect

We collect information **you** give **us** as part of **your application**, and in correspondence with **us** by phone, email, post or other means of communication. This information may include sensitive personal information, such as details of **your** physical and mental health.

In addition, **we** may receive information about **you** from third parties, such as those who provide services on **our** behalf.

Failing to provide the personal information **we** require in order to underwrite and administer **your** plan, or to process **your claims**, could result in **your claims** being rejected or not being fully paid, or **your plan** being cancelled.

## How we use your personal information

We will only collect information that is necessary to provide **you** with the services **we** offer. These include:

- Underwriting and administration of **your plan**
- Processing **claims**
- **Our** business processes, such as auditing, business planning, and accounting
- Compliance with legal and regulatory obligations
- Research or statistical analysis to help **us** improve **our** services
- Communicating with **you**

By taking out a **plan** with **us**, you agree to **us** processing **your** personal information and sensitive personal information for the above purposes.

## Who we may share information with

We may disclose **your** personal information to selected third parties for the listed purposes above, including:

- Our providers of payment services
- Organisation (such as regulatory authorities) where **we** have a duty to disclose or share **your** personal information to comply with legal obligations
- Providers of research, marketing, and analysis services
- The **insurers** or reinsurers of your plan
- **Our** emergency **Assistance Service** providers
- **Your** insurance adviser (if **you** have appointed one)

**Your** information may be disclosed to other parties (such as other insurance companies) with a view to preventing fraudulent or improper **claims**.

## Processing claims

In the event of a **claim**, **we** may have to give some information to those involved in **your treatment** or care, or to **your** representative (if **you** have chosen one). This will be done confidentially. Unless specifically instructed, correspondence about all **claims** (including those made by dependants) will be addressed to the **plan holder**. An insured dependant over the age of 16 has the right to confidentiality in relation to their **claims** and information. For them to exercise this right, they should contact customer services. If **you** have another insurance plan that covers the same costs that **you** are claiming from **us**, then **we** may also disclose **your** relevant personal information to that other **insurer** so **we** can ensure that **we** only pay **our** proportion of the costs.

## How we keep, store, and dispose of your personal information

We hold **your** information in various forms, including electronic databases, computerised files, and paper files. Information may be held for a period after **your plan** ends with a view to preventing or detecting fraud, or as **we** are required to under UK law. When **we** dispose of **your** information, **we** will do so securely. We may continue to keep non-personally identifiable information for the purposes of research and statistical analysis to improve the services **we** offer.

## Where we store your personal information

The information **we** collect from **you** may be transferred to and stored at a destination outside 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. By submitting **your** personal information, **you** agree to this transfer, storing, and processing. **We** will take all steps necessary to ensure that **your** information is treated securely and in accordance with this data protection notice.

## Marketing

**You** have the right to ask **us** not to process **your** information for marketing purposes. **We** will always inform **you** (before collecting **your** information) if **we** intend to use **your** information for such purposes. **You** can withdraw **your** consent for **us** to use **your** information in this way at anytime by sending **us** an email at [marketing@william-russell.com](mailto:marketing@william-russell.com).

## Obtaining a copy of the information we hold about you

You have a right to request a copy of the information we hold about you. You also have a right to restrict or object to how we use your information, or to request that any inaccurate information be corrected. To exercise any of these rights, please contact: -

### Data Protection Officer

William Russell Ltd  
William Russell House  
The Square, Lightwater  
Surrey, GU18 5SS, UK

Phone +44 1276 486455

Fax +44 1276 486466

Email [enquiries@william-russell.com](mailto:enquiries@william-russell.com)

Where information has been supplied by a **medical practitioner**, you should be aware that we need their consent before we can supply this to you, or alternatively you can request such information direct from the **medical practitioner**.

If you believe we are not processing your personal data in accordance with the law, you can complain to the UK Information Commissioner's Office (ICO).

You can view our full privacy notice on our [website](#).

# Definitions

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This section explains what **we** mean by certain emboldened words and phrases bolded in this **agreement**.

## 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 the **insured person** is travelling.

## Agreement

The contents of this document, read in conjunction with **your** completed and signed **application form** and **your Certificate of Insurance**. Together, these items make up **your plan** contract with **us**.

## Application or application form

The **application form** **you** have completed and signed on behalf of **yourself** and on behalf of any **eligible dependants** for whom cover is requested. Please note that on some occasions an alternative form such as a health declaration or an upgrade form may be required to be completed instead of a full **application form**. **We** will advise **you** when this is the case. The alternative form will then be classed as the **application** or **application form** for the purpose of this **agreement**. Information on previously completed **application forms**, if applicable, may also be used by **us** for underwriting and **claims** assessment reasons.

## Annual review date

The **annual review date** is shown in the **Certificate of Insurance** and will normally be the anniversary of an **insured person's** original date of entry into the **plan**.

## Benefit limit

The **benefit limit** is the maximum benefit payable to an **insured person** under each section of the **plan** during each **insured trip** as specified in the **benefits schedule**.

## Benefits schedule

The **benefits schedule** describes the expenses covered under each section of the **plan** and states the **benefit limits** which apply to each section of the **plan**, and any conditions and exclusions which apply.

## Bodily injury

A physical injury sustained due solely and directly to an external, violent and visible cause.

## Certificate of Insurance

The **Certificate of Insurance** (or membership statement) is issued by William Russell Ltd and confirms:

1. The names of persons who have opted for the **plan**
2. The **country of residence** of each **insured person**

3. The **period of cover**
4. The currency
5. The **annual review date**

## Commencement of cover

Cover for each **trip** commences at the time the **insured person** leaves their place of residence or place of business, (which ever is later) in their **country of residence** to commence the **trip**. Cover for cancellation commences at the time the **trip** is booked.

## Country of residence

The country in which **you** are habitually resident as specified on **your application form** or subsequently advised to **us** in writing.

## Excess

The **excess** is the amount the **insured person** needs to pay before their right to benefit begins. The **excess** is applicable per person, per policy year.

## Insurance

The **insurance** consists of the completed, signed and dated **application form**, this **agreement**, and **your Certificate of Insurance**.

## Insured benefit

The maximum amount that can be claimed under each section of the **plan** by any **insured person** in respect of each **insured trip**.

## Insured person

A person named as an **insured person** in the **Certificate of Insurance** and for whom the **plan** benefit has been confirmed by **us** and in respect of whom the appropriate **premium** has been received by **us**.

## Insured trip or trip

An **insured trip** is a specific journey of no more than 120 days, booked to commence and to end within the **insured person's period of cover**.

Cover automatically ceases upon expiry of the **period of cover**, unless renewed.

## Insurer

The insurance company that provides the insurance cover for **your plan**. The **insurer** is Griffin Underwriting Ltd.

## Period of cover

The **period of cover** is a period of twelve (12) months from the **insured person's commencement of cover** under the **plan** or from any subsequent **annual review date**. Cover will remain in force during the **period of cover** provided always that the appropriate **premium** has been received by **us**.

## **Personal belongings**

Items, including **your** suitcase, that are taken/brought on an **insured trip**, for the purpose of being worn used or carried by **you**.

## **Plan**

The travel **plan** on which **you** and **your eligible dependants** are covered.

## **Premium**

The amount the **insured person** is required to pay to **us** for the **insurance** to enable them to be eligible for the **plan** benefits.

## **Us, we, our**

William Russell Ltd on behalf of the **insurer**.

## **Valuables**

Antiques, collectables, items of jewellery, watches, clocks and furs, gold silver and other precious metals, paintings and other works of art, coins and medals.

## **You, your, yourself**

Any and all the persons named in the schedule of **insured persons** on **your Certificate of Insurance** shown as having the **plan**.

# We're here to help



Call us on  
**+44 1276 486 455**



Visit  
**[william-russell.com](http://william-russell.com)**