

Optional Personal Accident Plan Agreement

For members with a personal
accident plan whose period of cover
starts on or after **01 January 2020**

NAVIGATOR
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William
Russell

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Welcome to William Russell

Thank you for choosing a personal accident **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	Tel +44 1276 486 455 Fax +44 1276 486 466 Email enquiries@william-russell.com
If you need to make a claim	Tel +44 1276 486 460 Fax +44 1276 486 476 Email claims@william-russell.com Web 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

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** for **bodily injury** or death caused as the result of an **accident** happening during **your period of cover**, which results in any of the losses described in the **plan** benefits schedule, for the amount stated on **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 **plan**. The signed and dated **application form** is an integral and crucial part of **your plan** contract and the cover **we** provide. If it contains materially incorrect or incomplete facts **we** have the right to declare **your 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 **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.

Disclosure of hazardous occupations

Your 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 Ltd.

Disclosure of hazardous sporting activities

Your 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 Ltd.

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**.

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 or an incorrect declaration

Any fraud, concealment or deliberate misstatement 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.

What you're covered for

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)

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

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**.

What you're not covered for

This **insurance** does not cover death or disablement arising directly or indirectly out of or consequent upon or contributed to by any of the following:

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.
8. Death or disablement arising directly or indirectly out of or consequent upon or contributed to by war, acts of foreign 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, attempted overthrow of government, or any acts of terrorism, even if **you** are an innocent bystander, whilst **you** are in any of the following restricted countries or regions, or in any country that the British Foreign Commonwealth Office has advised its citizens to leave, unless **you** have advised **us** of **your** intentions to visit or reside in that country or region in writing in advance and **you** have paid any additional **premium** due as notified by **us**.

The restricted countries and regions are: *Afghanistan, Albania, Algeria, Angola, Antarctica, Argentina, Azerbaijan, Bahrain, Bangladesh, Belarus (White Russia), Benin, Bolivia, Bosnia-Herzegovina, Brazil, Burkina Faso, Myanmar (Burma), Burundi, Cameroon, Central African Republic, Chad, Chechen Republic, Colombia, Comoros, Congo, Djibouti, East Timor, Ecuador, Egypt, El Salvador, Eritrea, Ethiopia, Equatorial Guinea, Fiji, Gabon, Georgia, Ghana, Guatemala, Guinea, Guinea-Bissae, Haiti, Honduras, India, Indonesia, Iran, Iraq, Israel, Ivory Coast, Jamaica, Jordan, Kazakhstan, Kenya, Kyrgyzstan, North Korea, Kosovo, Kuwait, Lebanon, Lesotho, Liberia, Libya, Macedonia, Mali, Mauritania, Mayotte, Mexico, Montenegro, Montserrat, Morocco, Namibia, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Reunion, Russia, Rwanda, Sao Tome & Principe, Saudi Arabia, Senegal, Serbia, Sierra Leone, Solomon Island, Somalia, South Africa, South Sudan, Sri Lanka, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Thailand, Togo, Turkey, Turkmenistan, Uganda, Uzbekistan, Venezuela, West Sahara, Yemen, Zaire, Zambia, and Zimbabwe.*

9. Occupations that pose a greater risk than an office-based occupation, unless you have made a full disclosure of **your** job description to **us** and **we** have agreed to cover **you** for **accidents** occurring whilst **you** are carrying out **your** occupation. If **your** job description changes, **you** must let **us** know immediately by providing **us** with an up-to-date job description.
10. **Accidents** arising from **hazardous activities** including (but not limited to) all aerial activities (e.g. bungee jumping, parachuting, hang-gliding, private flying), unsupervised scuba diving, supervised scuba diving to a depth of more than 30 metres, mountaineering, pot-holing, off-piste skiing, sailing outside coastal waters, white water rafting, motor-cycle and moped riding, and any other activity that puts **you** in the same degree of danger as any of the activities listed here, unless **you** have provided **us** with full details about any specific activities **you** participate in and **we** have agreed to cover **you** for a specific activity in writing. If **you** intend to participate in any **hazardous activities** **you** have not disclosed to **us**, **you** must let **us** have full details in advance so that **we** can let **you** know whether or not **we** can cover the specific activity and at what additional cost.
11. **Accidents** arising whilst **you** are under the influence of alcohol or drugs.

If you need to make a claim

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

Tel +44 1276 486 460

Fax +44 1276 486 476

Email 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

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

Tel +44 1276 486 455

Fax +44 1276 486 466

Email 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

Tel +44 1481 721 034

Fax +44 1481 721 032

Email 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

Tel +44 800 023 4 567

Fax +44 020 7964 1001

Email complaint.info@financial-ombudsman.org.uk

Web financial-ombudsman.org.uk

Arbitration and applicable law

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

How we process your information

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.

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

Tel +44 1276 486455

Fax +44 1276 486466

Email 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

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 **you** are 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 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
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 Ltd. It 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 Ltd.

Country of residence

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

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 us 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, 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, 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**, this **agreement**, 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 **premium** has been paid.

Insurer

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

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 Ltd.

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**.

Plan

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

Premium

The amount **you** are required to pay to **us** for the **insurance**, to enable **you** to be eligible for the **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.

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

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

You, your, yourself

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

We're here to help



Call us on
+44 1276 486 455



Visit
william-russell.com