

Global Protection Plan Agreement

For all Global Protection customers whose period of cover starts on or after **1st January 201**7

Welcome

Thank you for choosing a Global Protection plan.

We want to provide you with an insurance plan you can rely on, so it is important that you fully understand the scope of the cover we provide. In this plan agreement we explain what is - and what is not - covered by your Global Protection plan.

Please spend time looking through this **agreement** to ensure that the cover meets **your** requirements.

You will also find everything you need on our website:

Forms and literature downloads: <u>william-russell.com/document-library</u>

All web addresses in this document are live. Simply click on a link, and **you** will be taken directly to the web.

And of course **we** are always at the end of a telephone to answer queries, or deal with **your** claim.

General Administration, Enquiries and Claims: +44 1276 486475

William Russell Limited

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

The insurers

The Global Life plan is underwritten by Allianz Nederland Levensverzekering N.V., Buizerdlaan 12, Postbus 9, 3430 AA Nieuwegein, The Netherlands. The **Accident benefit** and the Global Income plan are underwritten by Allianz Benelux N.V., Coolsingel 139, Postbus 64, NL-3000 AB Rotterdam, Netherlands.

Cooling off period – your right to cancel within 30 days

If you decide your plan does not meet your needs, simply contact us and advise us that you wish to cancel. Provided we receive your written instruction within 30 days of your date of entry, and provided no claims have been made, we will refund your premium in full.

Contact details

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

T: +44 1276 486475 F: +44 1276 476466 E: <u>global.protection@william-russell.com</u> W: <u>william-russell.com/expats/global-life-insurance-income-protection</u>

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1. General conditions

This **agreement** together with **your application form** and **your Certificate of Insurance** make up the contract between **you** and **us**.

Words in bold

Words written in bold type in this **agreement** and on **your Certificate of Insurance** have a specific meaning relevant to this **agreement** and **your Certificate of Insurance**. The meaning given to the words written in bold type is set out in 'Section 8 -Definitions'.

Eligibility for cover

To be eligible for cover under the Global Protection plan **you** must have been living outside **your** country of origin at the time the plan commenced.

You must also have been in full or part-time employment, or selfemployed, at the time **you** applied for the plan, or a houseperson, or a student engaged in full-time or part-time studies.

You must be at least eighteen (18) years of age, on the date that **your** plan commences.

You must not be more than sixty nine (69) years of age if **you** are applying for a Global Life plan and not more than fifty five (55) years of age if **you** are applying for a Global Income plan.

Your occupation must be 100% office based, or **you** provide **us** with a full job description (see below):

Maximum benefit limits for the Global Life plan

The maximum amount payable for the **Life benefit** is twenty (20) times **your gross annual earnings** at the time **you** made **your** application, less the amount of **Life benefit** payable under any other Life plan that **you** held at the time **you** made **your** application, subject to a maximum benefit of £900,000 or US\$1,500,000 or \in 1,200,000 or AED 5,505,000.

In the event of a claim, **we** may require proof that **your gross annual earnings** were equal to or more than one twentieth of **your** Global Life plan cover and **your** other life insurance cover combined at the time **you** made **your** application.

If **you** were a houseperson, student, retired person or voluntary worker, at the time **you** made **your** application, the maximum amount payable under the **Life benefit** is £100,000 or US\$160,000 or \in 160,000 or AED 587,000.

Maximum benefit limits for the Accident benefit

The maximum amount payable under the **Accident benefit** is $\pounds 300,000$ or US\$500,000 or $\pounds 500,000$ or AED 1,835,000.

If **you** are also covered under a Global Income plan, the maximum amount payable under the **Accident benefit** is £200,000 or US\$335,000 or €335,000 or AED 1,229,000.

The amount payable under the **Accident benefit** cannot exceed the amount of **your Life benefit**.

Maximum total benefit for the Global Life and Accident benefit combined

The total combined benefit of **your** Global Life and **Accident benefit** cannot exceed £900,000 or US\$1,500,000 or €1,200,000 or AED 5,505,000.

Maximum total benefit for the Global Income plan

The highest benefit **we** can offer on the Global Income plan is $\pounds 90,000$ or US\$144,000 or $\pounds 144,000$ or AED 528,000. Please see 'The benefit **you** are entitled to receive from **your** Global Income plan during **your** first 24 months of claiming' section on page 13 for full details of the maximum income benefit **you** are entitled to.

When your plan ceases

Your cover will automatically cease:

- at the end of the annual **period of cover** during which **you** attain age 70 (Global Life plan, including the **Accident benefit**)
- when you reach your 65th Birthday (Global Income plan)
- if you stop paying your premiums
- if **you** do not pay **your** monthly, quarterly or semi-annual **premium** within 30 days of its due date
- if you instruct us to cancel your cover
- if **you** do not pay **your** renewal **premium** within 30 days of **your renewal date**
- at the **renewal date** immediately following **your** returning to live in the USA if **your home country** is the USA

If **your** death or injury occurs, or **your** disablement commences, after **your** cover has ceased, no benefit will be payable, even if the death, injury or disablement arises from an injury or illness that existed whilst **your** plan was in force.

2. Your obligations under this plan

Full disclosure about your medical history

You must disclose on your application form all pre-existing conditions.

Your completed, signed and dated **application form** is an integral and crucial part of **your** Global Life and/or Income plan **agreement** with **us** and the cover **we** provide.

If a claim is submitted in respect of illness, injury or death which is caused by or related to a **pre-existing condition** or **related condition** which **you** omitted to tell **us** about on **your application form**, or **you** omitted to tell **us** everything about, **we** will refuse to pay that claim.

If **your application form** omitted facts, or contained materially incorrect or incomplete facts, **we** have the right to declare **your** plan void. Alternatively **we** may impose **special terms** on **your** plan which will apply with effect from **your date of entry**.

A change in your state of health between you signing the application form and paying your premium

If, after completing, signing and dating **your application form** any changes occurred in the facts **you** gave **us**, such as a change in **your** state of health, **you** must tell **us** by email to <u>global</u>. <u>protection@william-russell.com</u>, about the change and **we** reserve the right to decline **your** application or to accept **your** application with **special terms**.

A change in your occupation

You must inform us immediately by email to global.protection@ william-russell.com, if you change your occupation or the tasks and duties within that occupation. If you change your occupation we may cancel your cover, or increase your premium, or reduce your benefit or make your cover subject to special terms.

If you become unemployed (and you are covered by the Global Income plan)

If **you** are covered by the Global Income plan, **you** must inform **us** immediately, in writing, by email to <u>global.protection@william-</u><u>russell.com</u>, if **you** become unemployed.

This **agreement** allows for temporary periods of unemployment of up to 4 consecutive months. If **you** remain unemployed for longer than 4 months, **your** cover will automatically cease, even if

3. Plan administration

Claiming your reimbursement of medical fees

To obtain reimbursement of the cost of any medical examination and/or tests **we** have specifically requested, please complete a Reimbursement of Medical Fees form and return this to **us**, together with a copy of the receipted bills for the examination and/ or tests **you** have had.

Medicals can be completed by a doctor of your choice providing

your premiums have been paid. **Premiums** paid in respect of the period commencing 4 months after the date on which **you** became unemployed will be reimbursed.

If **you** should find new employment after **your** cover has ceased **you** can re-apply for the plan by completing a new **application form**. We reserve the right to request further medical evidence at **our** sole discretion and impose **special terms** in respect of **your** new application, or to decline to accept **your** new application.

A change in your address, country of residence or email address

You must inform us immediately, by email to global.protection@ william-russell.com, if you change your address and/or country of residence. If you change your country of residence we may cancel your cover, increase your premium, reduce your benefit or make your cover subject to special terms.

You must tell **us**, in writing, if **you** change **your** email address as **we** will email **you** with **our** renewal terms and renewal **premium** invoice prior to **your renewal date** or **we** may need to contact **you**.

If you participate in hazardous activities

You must inform us, by email to global.protection@williamrussell.com, of your intention to participate in any hazardous activities.

If **you** participate in **hazardous activities we** may cancel **your** cover or increase **your premium**, reduce **your** benefit or make **your** cover subject to **special terms**.

If you return home

If you return to your home country you may continue to renew your cover provided that the local laws in your home country permit you to do so, and provided that we are permitted to offer cover in that country. We reserve the right to refuse to offer cover in certain countries.

If you take up permanent residence in the United States of America

If **your home country** is the USA, **your** cover will automatically terminate on the **renewal date** following **your** permanent return to the USA.

they hold recognised qualifications and all information must be in English.

Provided **we** receive **your** fully completed Reimbursement of Medical Fees form and a copy of the receipted bills within two months of **your** cover going into force (or **your** increased cover going into force if **your** application is for an increase in benefits on an existing plan), **we** will reimburse **you**, up to a maximum amount of £325 or US\$520 or ϵ 520 or AED 1,909 depending upon the currency of **your** plan. Medical fees will be refunded in **your** plan currency.

We will only pay a reasonable and customary charge which means that if the cost of **your** medical examination and/or medical tests is more than **we** would reasonably have expected to pay in **your** location, **we** will only pay the amount which is customarily charged and **you** will have to pay the rest.

Provided **you** have given **us** full and complete instructions as to where to send the reimbursement, reimbursement will be made by **us** direct to **your** bank account at the end of the month following the month **your** plan goes into force. If **you** pay **your premiums** semi-annually, quarterly or monthly, reimbursement will be made direct to **your** bank account after **your** Global Protection plan has been in force for a full 6 month period.

If you decide not to accept any offer we may make to commence cover (or to increase cover if your application is for an increase in benefits under an existing plan) we will not reimburse your medical fees, even if the reason you do not proceed is because we have accepted your application subject to special terms and/or a premium loading. However, if we decline to offer cover to you (or to offer an increase in your benefit if your application is for an increase in benefit) due to medical reasons, we will reimburse your medical fees in accordance with the above limits.

If **you** cancel **your** Global Life and Income plan within 12 months of commencing **your** plan or increasing **your** benefit, **we** shall deduct any reimbursement **we** have made to **you** in respect of **your** medical fees, from **your premium** refund.

We will not reimburse any bills received by **us** more than 2 months after **your** Global Protection plan commences, or more than 2 months after any increase in cover becomes effective if the bills relate to an increase in cover.

Payment of premiums

Premiums may be paid annually, semi-annually, quarterly or monthly.

Annual **premiums** may be paid by a credit or debit card that is acceptable to **us**, or by banker's draft or cheque drawn on a British bank, by bank transfer direct to **our** bank account, or, if **you** pay **your premiums** in Sterling from a UK bank account, by direct debit.

Semi-annual, quarterly or monthly **premiums** must be paid by a credit or debit card acceptable to **us**, and **we** will make automatic withdrawals from **your** card as appropriate until **we** are instructed to stop. Please note that if the card **you** instruct **us** to withdraw **your** instalment **premiums** from expires during **your period of cover** it is **your** responsibility to supply **us** with new card details. If **you** pay **your premiums** in Sterling from a UK bank account **we** can also accept payment by direct debit. **Your** cover will automatically cease if **we** are unable to withdraw **your premiums** within 30 days of the date on which they fall due.

Your premiums must be paid to us in the currency of your plan.

Unpaid or late premiums

We will automatically cancel **your** cover if **you** fail to pay an annual, semi-annual, quarterly or monthly **premium** by its due date, or if **we** are unable to collect **your premium** from **your** credit/debit card or direct debit by its due date. However, **we** may allow **your** cover to continue without **you** having to complete a new **application form** and health declaration if **you** pay the outstanding **premium** within 30 days of its due date.

If your premium is not received by us within 30 days of its due date you will have to re-apply for a new plan and we will require a new application form and new medical evidence which must be provided at your own expense. If you are accepted for cover, the pre-existing condition exclusion will apply from your date of entry to your new plan and you will be charged at the premium rates prevailing when we decide to commence your new plan. We may accept your new application with or without special terms or we may refuse to accept your application at our sole and complete discretion and without us having to give any reason for our decision.

Waiver of premiums (Global Income plan)

Whilst **you** are receiving benefit under **your** Global Income plan, **we** will waive the cost of **your** Global Income plan **premiums** from the **renewal date** which follows the end of **your deferment period**, until such time as **your** claim ends.

Insurance premium tax

If **your country of residence** is a country where **we** are obliged to collect **insurance premium tax you** must pay to **us** the amount of any **insurance premium tax** due.

Renewing your plan

Once **your** Global Protection plan has commenced **you** may continue to renew **your** cover each year subject to the **agreement** in force at the time of each subsequent **renewal date**.

Allianz Nederland Levensverzekering N.V. and/or Allianz Benelux N.V. will not cancel an individual Global Protection plan due to claims made against it. Irrespective of claims **you** may have submitted under the **Accident benefit** or Global Income plan, **we** will offer renewal terms based on the standard rates generally available to **our** other individual Global Protection plan clients of the same age, up to a maximum age of 69 for the Life plan and **Accident benefit**, and 64 for the Income plan.

We do, however, reserve the right to cancel an individual's Global Protection plan if:

- you have fraudulently changed original documents, disclosed incorrect information, or withheld facts which may be regarded as being important to William Russell Ltd, and/or Allianz Nederland Levensverzekering N.V. and/or Allianz Benelux N.V, whether in the application process, the administration of the plan or the conduct of any claim
- you no longer qualify for the plan for example if you take up residence in a country that we cannot offer cover in, or if you reach the age of 70
- you have not provided us with medical information we have requested in connection with a claim made on the plan or that we have requested in order to assist our administration of the plan, including administering potential claims that may arise in the future
- **you**, or any person acting on **your** behalf has made any threatening or abusive comment, or used any unacceptable language towards **us** or any member of **our** staff, or any service provider acting on **our** behalf, whether verbally (including any

telephone conversation) or in writing (including any electronic communication)

If you are not satisfied with your Global Protection plan, you can instruct us to cancel the plan from your renewal date. Provided we receive this instruction within 30 days of your renewal date, we will cancel your plan from your renewal date and make a refund of the premium you have paid to us, provided that no claim has been made.

Maximum ages for renewing your plan

You cannot renew **your** Global Life/Accident plan once **you** have attained the age of 70 years and **your** Global Income plan once **you** have attained the age of 65 years.

Your Global Life/Accident plan will be lapsed at the **renewal date** following **your** 70th birthday.

Your Global Income plan will be cancelled on your 65th birthday.

Age-related premiums

Our premiums are age-related and will increase as **you** get older. The **premiums** are subject to change and cannot be guaranteed for the future.

Applying for an increase in benefit

You may apply for an increase in benefit at any time by completing a new **application form**. Upon receipt of **your** application for an increase in benefit **we** will advise **you** of **our** medical requirements to underwrite the increase in benefit **you** require. Any increase in benefit must be within the maximum benefit limits stated in this **agreement**.

When **we** have received sufficient information about **your** health, **your** occupation and **your hazardous activities we** will assess **your** application for additional benefit.

If **your** state of health has changed since **your** original application, we may impose a medical **premium** loading, and/or a specific medical exclusion in respect of the additional benefit. We may also decline to accept **your** application for additional benefit at **our** discretion.

Please note in some circumstances after **you** have been accepted for an increase in benefit, it may be necessary to provide **you** with a separate plan which may have different renewal and **premium due dates.** This will be communicated to **you** if this is required.

If **you** have changed **your** occupation and/or location, or **you** have taken up a previously undeclared **hazardous activity**, **we** may impose a **premium** loading and/or exclusion in respect of **your** WHOLE Global Life and Accident plan and/or Global Income plan (and not just the amount of the increase).

If **we** decide to accept **your** application for an increase in benefit, **we** will issue a **premium** invoice that will state the terms upon which **your** application for the additional benefit has been accepted, and the **premium** required to put **your** additional cover into force.

You must pay this additional **premium** within 30 days of the date of **our** invoice. Provided **we** receive payment of **your** invoice within 30 days, **we** will commence **your** additional benefit from the date of **our** invoice, subject to there having been no change in **your** state of health. If **we** have not received payment within 30 days, **your** application for additional benefit will be cancelled and **you** will have to reapply for the additional benefit.

Global **Life benefits** and **Accident benefits** may be increased up to age 69 (subject to the maximum benefit limits stated in this **agreement**). Global **Annual Income benefits** may be increased up to age 55.

Applying for a reduction in benefit

You may reduce **your** benefit at any time by giving **us your** instructions in writing.

Appointing a beneficiary or beneficiaries

If **you** have a Global Life plan and **you** did not nominate a beneficiary on **your application form**, **we** strongly advise that **you** consider appointing a beneficiary using **our** Beneficiary Nomination form.

If **you** do not appoint a beneficiary, the beneficiary(ies) of **your** plan shall be:

- your spouse*; failing him/her
- **your** legally declared child(ren) in equal shares; failing him/her/ them
- your estate.

*Please note that in the event of a claim a partner may not have the same rights as attributed to a spouse. If **you** wish the proceeds to be paid to **your** partner, **you** must name **your** partner as beneficiary using **our** Beneficiary Nomination form.

Cancelling your plan

You may cancel your plan after it has been in force for a full 6 month period. After that, upon receipt of your written instruction that you wish to cancel your plan a pro rata refund of your premium will be refunded to you, less any bank charges we incur in making the premium refund to your account. If you decide to cancel your plan within the first 12 months, (or within 12 months of an increase in benefit), we will deduct the amount of any medical fees reimbursement we have made to you from your premium refund.

If a Global Life claim has been made, upon the receipt of the claim notification, the plan will be cancelled but no refund will be due.

If a Global Income and/or Accident claim has been made no refund will be due if **you** cancel **your** plan.

As the Global Protection plans are not whole of life policies, there are no cash or surrender values upon cancellation.

4. Exclusions applying to the Global Protection plans

The following exclusions apply to the Global Protection plan:

No benefit will be paid if **your** death, **accidental bodily injury** or disablement is a result of any of the following:

- any items specifically excluded on your Certificate of Insurance
- a **pre-existing condition** or **related condition** unless **you** have told **us** about it and **we** have agreed to accept cover for it
- active participation in war, warlike activities and terrorist activities
- any reason, if you are resident in any country or region listed as an excluded or restricted country on your Certificate of Insurance, or any country or region that the British Foreign & Commonwealth Office has advised its citizens to leave and/or advised against all travel to
- gross negligence and deliberate exposure to exceptional danger (except in the attempt to save a human life)

- your participation in any professional sport
- any accident arising from **your** participation in an activity that is illegal in the country in which it is performed

In addition, no benefit will be paid as a result of **your** death, **accidental bodily injury** or disablement, even if **you** are an innocent bystander, if this occurs while **you** are in any country or region listed as an excluded or restricted country on **your Certificate of Insurance**, or any country or region that the British Foreign & Commonwealth Office has advised its citizens to leave and/or advised against all travel to, for a consequence of 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, attempted overthrow of government, any acts of terrorism, murder, attempted murder, kidnap (including attempted kidnap and attempted rescue from kidnapping) or assault of any kind.

5. Global Life plan and optional Accident benefit

When your Global Life benefit becomes payable

In the event of **your** death occurring during the **period of cover**, as stated on **your Certificate of Insurance**, **we** will pay the amount specified as the **Life benefit** on **your Certificate of Insurance**, provided this does not exceed 20 times **your gross annual earnings** at the time that **you** applied for the Global Life plan and provided that:

- your coverage was in full force
- your death occurs prior to the plan **renewal date** following the attainment of age 70
- **your** death is not caused directly or indirectly by any risk excluded in this **agreement**, and/or by any **special terms** stated on **your Certificate of Insurance**

Additional exclusions applying to the Global Life plan

No benefit will be paid if **your** death is a result of any of the following:

- any of the causes specified in section 4 of this agreement
- suicide, or the consequences of attempted suicide or intentionally self-inflicted injuries, whether sane or insane. This exclusion applies only to the first 3 years of **your** plan. If **you** subsequently apply to increase **your Life benefit**, this 3 year exclusion shall apply from the date of any subsequent increase in benefit, but only for the amount of any such increase, each increase will be treated separately
- ${\scriptstyle \bullet}$ any death that has not been reported to us within 12 months of the death occurring
- normal pregnancy if at application stage you are pregnant. This exclusion will apply for a maximum of 12 months from the date you fall pregnant.

Making a claim on the Global Life plan

To substantiate a claim for life insurance benefit, the following documents must be submitted to **us** as soon as reasonably possible:

- an official death certificate confirming the cause of death and stating the date of death
- an official document which confirms your date of birth
- in the event of death due to an accident, a medical or official certificate stating the cause and circumstances of death, all other reports including police reports, ambulance reports and the reports of any eye-witnesses and such other documents as **we** may reasonably require to establish the cause of death and the circumstances surrounding the death
- proof of **your gross annual earnings** at the time **you** made **your** application, if this was not provided at application stage
- identification for any named beneficiaries showing date of birth, proof of life, proof of address and full bank details

6. Optional Accident benefit

When the Accident benefit becomes payable

The Accident benefit stated on your Certificate of Insurance becomes payable if you die as a consequence of accidental bodily injury suffered during the period of cover as stated on your Certificate of Insurance which results in your death within one year of the date on which you sustained the accidental bodily injury, provided that the accidental bodily injury is not caused directly or indirectly by any risk excluded in this agreement, and/ or by any special terms stated on your Certificate of Insurance.

A percentage of the Accident benefit stated on your Certificate of Insurance becomes payable if accidental bodily injury suffered during your period of cover results in any disability stated on the Compensation Schedule, provided always that your premiums have been fully paid up until the time that you sustain the accidental bodily injury, and provided that the accidental bodily injury occurs prior to the plan renewal date following the attainment of age 70, and providing that the accident is not caused directly or indirectly by any risk excluded in this agreement, and/ or by any special terms stated on your Certificate of Insurance.

If **you** suffer from several disabilities as a consequence of **accidental bodily injury**, the benefit **we** pay will be arrived at by

adding together the various benefit amounts, but shall not, in total, exceed 100% of the **Accident benefit**.

Ankylosis of the fingers (other than the thumb and forefinger) and of the toes (other than the big toe) shall entitle **you** to 50% of the compensation that would be due for the loss of the said members.

Permanent disabilities not specified in the **Compensation Schedule** shall be compensated in accordance with their severity, as compared with the severity of those specified (**your** occupation not being taken into consideration).

If your left hand is your dominant hand, the percentages set out in the LEFT and RIGHT columns of the **Compensation Schedule** for the various disabilities specified under the heading of '**Upper limbs**' will be transposed.

The total **Accident benefit** payable shall be limited to the **Accident benefit** stated on **your Certificate of Insurance**.

Compensation Schedule (Accident benefit)

Schedule of benefits payable as a percentage of the **Accident benefit** stated on **your Certificate of Insurance**:

Disability payable benefit	Percentage of accident
Loss of life	100%
Total and irrecoverable loss of sight, both eyes	100%
Loss of both arms or both hands	100%
Complete and permanent deafness of both ears, of traumatic origin	100%
Removal of lower jaw	100%
Permanent loss of speech of traumatic origin	100%
Loss of one arm and one leg	100%
Loss of one arm and one foot	100%
Loss of one hand and one leg	100%
Loss of one hand and one foot	100%
Loss of both legs	100%
Loss of both feet	100%

Disability payable benefit

Head Loss of osseous substance of the skull in all its thickness: 40% • surface of at least 6 sq cm 20% • surface of 3 to 6 sq cm • surface of less than 3 sq cm 10% Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone 40% Loss of one eye 40% Complete and permanent deafness in one ear 30% **Upper limbs** Right Left Loss of one arm or one hand 60% 50% Considerable loss of osseous substance of the arm (definite & incurable lesion) 50% 40% Total paralysis of the upper limb (incurable lesion of the nerves) 65% 55% Total paralysis of the circumflex nerve 20% 15% Shoulder Ankylosis 40% 30% **Elbow Ankylosis:** • in a favourable position (15 degrees round the right angle) 25% 20% 30% • in an unfavourable position 40% Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion) 40% 30% Total paralysis of the median nerve 45% 35% 40% 35% Total paralysis of the radian nerve at the torsion cradle Total paralysis of the forearm radian nerve 30% 25% Total paralysis of the hand radial nerve 20% 15% Total paralysis of the cubital nerve 30% 25% Ankylosis of the wrist in favourable position (straight and pronation) 20% 15% Ankylosis of the wrist in unfavourable position (flexion or strained extension of supine position) 30% 25% Total loss of thumb 20% 15% Partial loss of thumb (ungual phalanx) 10% 5% Total ankylosis of thumb 20% 15%

Total amputation of forefinger

10%

15%

Percentage

of accident

Disability payable benefit	Percentage of accident	
Upper limbs (continued)	Right	Left
Amputation of two phalanges of forefinger	10%	8%
Amputation of the ungual phalanx of forefinger	5%	3%
Simultaneous amputation of thumb and forefinger	35%	25%
Amputation of thumb and finger other than forefinger	25%	20%
Amputation of two fingers other than thumb and forefinger	12%	8%
Amputation of three fingers other than thumb and forefinger	20%	15%
Amputation of four fingers including thumb	45%	40%
Amputation of four fingers excluding thumb	40%	35%
Amputation of the medial finger	10%	8%
Amputation of the finger other than thumb, forefinger and median	7%	3%
Lower limbs		
Amputation at the thigh (upper half)	60%	
Amputation at the thigh (lower half and leg)	50%	
Total loss of foot (tiblo-tarsal disarticulation)	45%	
Partial loss of foot (sub ankle bone disarticulation)	40%	
Partial loss of foot (medio-tarsal disarticulation)	35%	
Partial loss of foot (tarso-metatarsal disarticulation)	30%	
Total paralysis of lower limb (incurable nerve lesion)	60%	
Complete paralysis of the external poplitic sciatic nerve	30%	
Complete paralysis of the internal poplitic sciatic nerve	20%	
Complete paralysis of two nerves (poplitic sciatic external and internal)	40%	
Ankylosis of the hip	40%	
Ankylosis of the knee	20%	
Loss of osseous substance from the thigh or bones of the leg (incurable condition)	60%	
Loss of osseous of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%	
Loss of osseous substance of the knee-pan while the movements are preserved	20%	

Disability payable benefit

Lower limbs (continued)

Lower limbs (continued)	
Shortening of the lower limb:	
• by at least 5 cm	30%
• by 3-5 cm	20%
• by 1-3 cm	10%
Total amputation of all toes on one foot	25%
Amputation of four toes including the big toe	20%
Amputation of four toes	10%
Amputation of the big toe	10%
Amputation of two toes	5%
Amputation of one toe, other than the big toe	3%

Additional exclusions applying to the Global Life plan's optional Accident benefit

Wider exclusions apply in respect of the **Accident benefit**. No benefit will be paid if death or injury is caused by:

- any risk excluded under the Global Life plan
- any of the causes specified in section 4 of this agreement
- war, warlike activities, 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, any acts of terrorism, murder, attempted murder, kidnap (including attempted kidnap and attempted rescue from kidnapping) or assault of any kind, anywhere in the world. (This exclusion will apply irrespective of whether **you** are an active participant in any of the above activities or merely an innocent bystander)
- any illness or disease
- food poisoning and bacterial infections (except infection which occurs through accidental cut or wound injury)
- suicide, or the consequences of attempted suicide or intentionally self-inflicted injuries, whether sane or insane
- intentional inhalation of gas, or intentional ingestion of poisons or drugs
- intentionally contracted infection by bacteria or virus
- reckless exposure to needless danger except in attempt to save human life

- you being under the influence of alcohol or drugs
- an accident whilst participating in a **hazardous activity** unless **you** have made a full declaration of how often **you** intend to participate in that particular activity and **we** have agreed to cover **you** in writing, and **you** have paid any additional **premium** required by **us** to cover the increased risk

Percentage

of accident

• any **accidental bodily injury** that has not been reported to **us** within 12 months of the **accidental bodily injury** occurring

Making a claim for Accident benefit

To substantiate a claim for **Accident benefit**, the following documents must be submitted to **us** as soon as reasonably possible:

- an official document which confirms your date of birth
- a medical or official certificate stating the cause and circumstances of the accident, including police reports, ambulance reports and eye-witness statements
- a detailed medical report describing the injuries sustained
- proof of **your gross annual earnings** at the time **you** made **your** application
- in the event of death, an official death certificate confirming the cause of death and stating the date of death
- any other documentation or proof that **we** may reasonably require in order to assess **your** claim

All documentation and medical reports submitted in connection with a claim must be furnished at **your** own expense.

7. When the Global Income plan benefit becomes payable

When the Global Income plan benefit becomes payable

Your Global Income plan benefit becomes payable if you suffer an illness or injury during your period of cover as stated on your Certificate of Insurance which results in you becoming totally disabled from carrying out your own occupation for a period longer than your deferment period, provided you are not following any other occupation, except as provided under the rehabilitation benefit.

Cover during periods of unemployment

The Global Income plan only provides cover whilst **you** are in employment and have a salary to insure, or if **you** are temporarily unemployed up to a maximum period of four consecutive months. If **you** remain unemployed for longer than 4 months, **your** cover will automatically cease, even if **your premiums** have been paid.

No benefit will be payable for disablement after the 4 month period commencing with the date on which **you** became unemployed.

Your deferment period

The **deferment period** is stated on **your Certificate of Insurance**. No benefit is paid in respect of **your deferment period**.

If, within a period equal to twice **your deferment period you** suffer successive periods of absence from work as a direct cause of the same illness or injury, **you** can apply for **your** Global Income benefit to start once the total amount of time **you** have been unable to work due to that illness or injury equals **your deferment period**.

The benefit you are entitled to receive from your Global Income plan during your first 24 months of claiming

Once **we** have accepted **your** claim, **we** will pay **your** benefit monthly in arrears from the end of **your deferment period** at a rate of 1/12 (one twelfth) of the annual benefit.

The annual benefit will be the LOWER amount of:

- the benefit amount stated on your Certificate of Insurance
- 75% of the gross annual earnings being paid to you at the time you became totally disabled from following your own occupation, LESS the sum of any other income being paid to you whilst you are disabled
- £90,000 or US\$144,000 or €144,000 or AED 528,000

During **your** period of disablement from work **you** must continue to provide **us** with updated medical records from **your** attending physician as often as **we** may reasonably require. **We** reserve the right to appoint an independent medical examiner to examine **you** if **we** deem this necessary.

Once **we** have accepted **your** claim, **we** will continue to pay **you** benefit for a period for up to 24 months whilst **you** remain totally unable to perform the duties of **your own occupation**.

Linked claims

If, following a period of disablement from work during which **we** have paid **you** benefit, **you** return to work and within 26 weeks of **your** return, **you** suffer a relapse due to the same cause, **we** will re-start **your** benefit from the date on which **you** are unable to return to work following the relapse.

If **you** suffer a relapse, more than 26 weeks after **your** return to work, **your deferment period** will be applied again.

Claiming rehabilitation benefit

If during the first 24 months of receiving benefit **you** resume **your own occupation** but **your** disablement restricts the scope of the duties **you** are able to perform and as a result there is a reduction in **your gross annual earnings**, **you** may be eligible to claim a **rehabilitation benefit**.

In calculating **your rehabilitation benefit we** will reduce the Global Income plan benefit **we** have been paying **you** by the amount of the payment **you** receive for **your** part-time work. NB: **We** will not take account of any reduction in **your gross annual earnings** unless it is directly due to **your** disablement.

When entitlement to rehabilitation benefit ceases

Your entitlement to **rehabilitation benefit** will automatically cease upon the first of the following events:

- after we have paid you rehabilitation benefit for a period of 6 months
- when the remuneration you receive from part-time work and any other income you are entitled to receive exceeds 75% of your pre-disablement gross annual earnings
- when **you** are medically certified as being fit enough to return to **your own occupation** on a full-time basis
- when we have paid you benefit for a period of 24 months
- upon your death
- upon attainment of your 65th birthday

The benefit you are entitled to receive from your Global Income plan after 24 months of claiming

Once **you** have been receiving benefit for a period of 24 months, we will continue to pay the same monthly benefit amount if **you** are then medically certified as being totally disabled from following **any suitable occupation**, provided that **your** continuing disablement from following **any suitable occupation** is solely due to physical illness or injury. We will only continue to pay benefit after 24 months if **you** are medically certified as being totally disabled from following **any suitable occupation**.

When **we** have paid **you** benefit (including any period of **rehabilitation benefit**) for a total period of 24 months **we** will require that **you** have a medical examination to assess **your** capability to return to **any suitable occupation**. If the medical examiner considers that **you** are medically fit enough to return to **any suitable occupation**, even if it is a less well paid occupation, **your** benefit will cease.

When your entitlement to benefit ceases

Your entitlement to receive benefit will automatically cease upon the first of the following events:

- when a doctor certifies that you are fit enough to return to your own occupation (during the first 24 months of receiving benefit)
- when a doctor certifies that you are fit enough to return to any suitable occupation (after we have paid you benefit for a period equal to 24 months)
- after 24 months if **your** disablement is as a result of mental, nervous or psychological disorders of any type
- upon your death
- upon attainment of **your** 65th birthday

2% annual increase in benefit

Once **we** start paying **you** benefit, **we** will increase the benefit **we** pay **you** by 2% compound after 12 months and on each anniversary date thereafter.

Additional exclusions and limits applying to the Global Income plan

No benefit will be paid in respect of:

- any of the causes specified in section 4 of this agreement
- the consequences of attempted suicide and intentionally selfinflicted injuries (irrespective of whether this is caused by or related to any underlying psychological condition)
- abuse of drugs, alcohol and medication
- normal pregnancy
- any loss of income arising from loss of **your** licence to carry on **your own occupation**
- any disablement not reported to us within 1 year of you becoming totally disabled from working

Benefit in respect of any disablement that results from mental, nervous or psychological disorders of any type will be restricted to one claim per life-time and to a maximum of 24 months.

Making a claim on your Global Income plan

You must advise us about your disablement as soon as possible and in any event no later than 30 days prior to the expiry of your deferment period. In order for us to consider your claim for benefit we will require the following:

- a fully completed Global Income Disablement Claim form including a full declaration of any **other income you** are entitled to receive from the state, another insurance company, a pension fund or **your** employer or business
- a detailed medical report from **your** treating physician with a diagnosis and full information about the onset, cause and prognosis of **your** illness or injury with the degree of **your** disablement and its probable duration
- an official document proving your date of birth

- proof of your gross annual earnings;
 - IF **YOU** ARE EMPLOYED a letter from **your** employer confirming **your gross annual earnings** at the time **you** become totally disabled from carrying out **your own occupation**. This must be an original letter on **your** employer's headed paper, and signed by an official of the company - **we** cannot accept faxes or photocopies. **We** also reserve the right to request **your** recent pay slips.
 - IF YOU ARE SELF-EMPLOYED proof from your accountant of your gross annual earnings in respect of the three year period leading up to the date on which you became totally disabled from carrying out your own occupation. Your accountant must provide us with proof of your gross annual earnings in each 12 month period leading up to the date on which you became totally disabled from carrying out your own occupation, and we will take your average earnings over this period when assessing your gross annual earnings. Proof of your gross annual earnings must be on your accountant's headed paper, and must be signed by the accountant - we cannot accept faxes or photocopies.

We reserve the right to request as much medical and financial information as we may reasonably require to enable **us** to make a decision about **your** claim.

All documentation submitted in support of **your** claim must be the original. We cannot accept faxes or photocopies.

All documentation, including medical reports, proof of earnings and other financial information **we** reasonably request in connection with a claim, must be provided at **your** own expense.

The deadline for claiming

You must advise **us** of **your** absence from work no later than 30 days prior to the end of **your deferment period**.

The deadline for claiming for **your** Global Income disablement benefit is 1 year after **you** become totally disabled from working. No benefit will be paid at all in respect of any claim that has not been notified to **us** within ONE YEAR after **you** first became totally unable to follow **your own occupation**.

8. Definitions

This section explains what **we** mean by certain words and phrases in this **agreement**. Words written in bold type have the specific meaning set out in this section, wherever they appear in this **agreement** and on **your Certificate of Insurance**.

Acceptance terms

Acceptance terms state the terms upon which we are prepared to accept your application, and the **premium** required to put your plan into force.

Accident benefit

The amount specified as the **Accident benefit** on **your Certificate of Insurance**.

Accidental bodily injury

A physical injury sustained due solely and directly to an external, violent and visible cause, including continuous or repeated exposure to conditions which were neither expected nor intended.

Agreement

The contents of this booklet read in conjunction with **your** completed and signed **application form** and **your Certificate of Insurance**. Together these items make up **your** Global Life and/or Income plan contract with **us**.

Annual Income benefit

The amount specified as the **Annual Income benefit** on **your Certificate of Insurance**.

Any suitable occupation

Your own occupation or any other occupation for which **you** are reasonably suited by training, education or experience.

Application form

The **application form you** have completed and signed.

Certificate of Insurance

The confirmation of insurance cover issued by **us**. **Your Certificate of Insurance** confirms the plan **you** have bought, its currency, details of the countries where cover is restricted or excluded, **your period of cover**, **your renewal date**, **your** insured benefit, any **special terms** relating to **your** cover, **your country of residence** and **your home country**. If there are any changes to the details on **your Certificate of Insurance we** will issue **you** with a new **Certificate of Insurance** confirming the changes.

Compensation Schedule

The schedule of disability payable benefits based on the **Accident benefit** stated on **your Certificate of Insurance**.

Contractual bonuses

Bonuses that are paid to you as part of your employment contract.

Country of residence

The county in which you are habitually resident.

Date of entry

The date on which your plan first commenced.

Deferment period

The period of continuous total disablement from following **your own occupation** which must pass before **you** can become entitled to receive benefit under the Global Income plan.

Gross annual earnings (if you are an employee)

The basic annual salary (including **contractual bonuses** and maternity or paternity pay) **you** are earning (before the deduction of income tax). It does not include any dividends, over-time, noncontractual discretionary bonuses, or benefits in kind such as (but not limited to) a car, and living accommodation.

If you are an employee, but your earnings are based directly on your sales performance, we will take into account 50% of your commission earnings over the 12 month period leading up to the date upon which you became totally disabled from following your own occupation when we assess your gross annual earnings for a claim under the Global Income plan.

If **your** commission earnings fluctuate, **we** will take an average of **your** commission earnings during the period of 36 months immediately preceding the date upon which **you** became totally disabled from following **your own occupation**.

Gross annual earnings (if you are self-employed)

Your gross personal income from **your** business during the 12 months immediately preceding the date upon which **you** became totally disabled from following **your own occupation**, and before the deduction of income tax, excluding income **you** receive from dividends, savings, investments or gifts.

If **your** earnings fluctuate, **we** will take an average of **your gross annual earnings** during the period of 36 months immediately preceding the date upon which **you** became totally disabled from following **your own occupation**, when assessing a claim under the Global Income plan.

Hazardous activities

Hazardous activities are those activities that increase the risk of an accident or death. They include (but are not limited to):

Abseiling, Ballooning, Bobsleigh, Bungee Jumping, Flying (other than in a scheduled airliner as a passenger), Hang Gliding, High Diving, Hunting on horseback, Motor cycle riding, Mountaineering, Parachute Jumping, Paragliding, Parascending, Potholing, Racing of any kind other than on foot, Scuba Diving to a depth of more than 30 metres, Skiing off-piste, Luge, Snow-boarding off-piste, White water rafting.

Any other activity that puts **you** in a similar degree of danger as those activities listed above will be considered as a **hazardous activity**. If **you** are in any doubt as to whether an activity is considered to be hazardous or not, please contact **us** for clarification.

Home country

Your country of origin for which you hold a passport. If you hold more than one passport your home country means the country that you have declared as your home country on your application form.

Insurance premium tax

Any tax due to any government or government authorised body in **your country of residence**.

Insurer

The insurance company that provides the insurance cover for **your** plan. For the Global Life plan it is Allianz Nederland Levensverzekering N.V. and for the Global Accident and Global Income plan is Allianz Benelux N.V.

Life benefit

The amount specified as the Life benefit on your Certificate of Insurance.

Other income

Other income includes any disability benefit **you** are entitled to receive from the state or another insurance company, any salary or other payments from **your** employer or business, or any pension **you** receive.

Period of cover

Period of cover is stated on **your Certificate of Insurance** and cover will remain in force during this period subject to the terms and conditions of this **agreement**, and provided **we** receive **your premium(s)** on or before their due date(s).

Pre-existing condition

Any disease, illness or injury for which **you** have received medication, advice or treatment, or **you** have experienced symptoms, whether the condition has been diagnosed or not, at or prior to **your date of entry** to the plan.

Premium

The amount(s) **you** are required to pay **us** either annually, semiannually, quarterly or monthly for this insurance cover.

Premium due date

Premium due date, or due date means the date on which **your premium** falls due for payment.

Pro rata refund

In the event of a **pro rata refund** the amount refunded, (using an annually paid plan as an example), will be the annual **premium** paid divided by 12 and multiplied by the number of whole calendar months remaining in the **period of cover**. If the plan is cancelled part way through a month, an additional amount, equal

to one twelfth of the annual **premium** paid, multiplied by the proportion of days in the calendar month of cancellation will also be paid.

For example, if the annual **premium** is \$3,000, the **period of cover** is 1st January to 31st December 2017, and the plan ceases on 27th September 2017, the **pro rata refund** will be \$775, as:

- ((\$3,000 / 12) x 3) = \$750 for the three whole months without cover (October, November and December); added to -
- ((\$3,000 / 12) x 0.1) = \$25 for the three days in September without cover (the 0.1 calculated in this example by dividing 3 (the days in September without cover, i.e. the 28th, 29th and 30th) by the total number of days in September (30)).

Appropriate calculation methods using the same principle as the above example will be used if the **premium** frequency is not annual.

Rehabilitation benefit

A reduced benefit which may be paid if **you** are able to return to **your own occupation**, during the first 24 months of claiming, on a part time or reduced basis.

Related condition

Any disease, illness or injury that is caused by a **pre-existing condition** or results from the same underlying cause as a **pre-existing condition**.

Renewal date

Renewal date is shown on **your Certificate of Insurance** and will normally be the anniversary of **your** original **date of entry** to the Global Life and Income plan.

Special terms

Exclusions or conditions that **we** may apply to **your** cover in addition to the terms, conditions and exclusions explained in this booklet. Any **special terms** that apply to **your** plan will be stated on **our Acceptance Terms** Invoice and on **your Certificate of Insurance**.

Upper limbs

All parts of the body specified under the heading of '**Upper limbs**' in the **Compensation Schedule**.

Us, we, our

William Russell on behalf of the Insurer.

You, your

The plan holder as named on your Certificate of Insurance.

Your own occupation

Your occupation as declared to us on your application form or subsequently.

9. Complaints procedure

We want to provide **you** with a first class standard of service at all times. If **you** feel that **our** service has been poor or **you** feel that any decision **we** make about a claim is unfair and not in accordance with the terms of this **agreement**, please let **us** know by contacting:

The Managing Director William Russell Limited William Russell House The Square Lightwater, Surrey GU18 5SS UK.

T: +44 1276 486455 F: +44 1276 486466 E: <u>enquiries@william-russell.com</u>

10. Applicable law

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce of Paris by one or more arbitrators appointed in accordance with the said rules, and shall take place in Paris. The arbitration shall be conducted in English and English law shall apply. A sole arbitrator shall be appointed by the International Chamber of Commerce of Paris unless the parties to the dispute agree otherwise.

11. Privacy and data protection statement

We think it is important for all **our** customers to be made aware of what information we hold about them and to have the reassurance of knowing that we comply with the Data Protection Act. 1988 and the EU Data Protection Directive 95/46/EC.

We will use your information for the purposes of underwriting and administrating your plan and processing claims. By taking out a plan with us, you agree to us processing your personal information and sensitive personal information (e.g. health information). We will also use your information for statistical data analysis, management information and fraud prevention purposes. If you wish to make a claim on your plan, this will invariably mean that you will have to provide us with information regarding your medical condition which we will then process in order to administer your claim.

Please note calls to William Russell Limited will be recorded and may be monitored and used for training purposes.

We may disclose your personal information to our business associates, agents and service providers for the purposes above. Your information may be processed by service providers in a country outside the European Economic Area, which may not have the same standard of data protection as in the UK. All complaints will be acknowledged by telephone, email or letter by the end of the following working day.

All complaints will receive a full and detailed written response within two weeks of issuing **our** acknowledgement.

Please click on the following link for details of **our** full complaints procedure: Life and Income Complaints procedure

We will ensure appropriate safeguards are in place to protect your information. We will pass your information to any legal or regulatory body if we are required to do so. We may also use your information or give it to others, for research, statistical purposes or to improve our services, but we will remove your name and address from this first.

If **you** have appointed an insurance adviser **we** will send them copies of correspondence relating to **your** plan and any renewal documentation. **We** may disclose information about a claim to them, although no medical information will be sent to them without **your** consent.

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

We're here to help

William Russell is the leading independent provider of international health, life and income protection insurance. Since 1992 we have specialised in providing protection for our expatriate and international customers all over the world, and with customers in over 160 countries we really do understand your needs.

To us, you're a customer, not a potential claimant or a policy number. From your first contact with William Russell, you'll deal with a named advisor, each one an expert within a dedicated team.

We appreciate the importance of always being able to contact someone who understands your policy, your needs, and your circumstances.

We truly are here to help.

For more information

call us on +44 1276 486475 or visit william-russell.com

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