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Individuals

Life insurance plan agreement

For members with a life insurance policy whose policy year starts on or between 01 January 2025 and 31 December 2025.





Welcome to William Russell	3
General conditions	4
Your obligations	6
Administration of your policy	7
Your life benefits	9
The optional accident benefit	10
What you're not covered for	14
How to make a complaint	15
How we process your data	17
Definitions	18

Welcome to William Russell

Thank **you** for choosing a personal life insurance **policy**. 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 policy**, and how **your claims** will be administered.

By taking out a life insurance policy from William Russell, you have become a member of the William Russell Association for Health, Financial Protection and Well-Being (WRA), and you are eligible for insurance cover under the WRA's contract of insurance with us. You can find the rules that apply to your membership of the WRA on our website.

Please take time to read this **agreement** along with **your certificate of insurance** and **application form**. Together, these documents describe **your** cover under the contract of insurance between the **WRA** 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 Europe SRL, on behalf of the insurer
- 'Life benefit' means the amount for which you have insured your life, 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 y**our claim**. **You** can find **our** contact details below.

William Russell

William Russell Europe SRL is the administrator of **your policy**. William Russell Europe SRL is registered in Belgium with the Financial Services and Markets Authority as a mandated underwriter, acting on behalf of AWP Health & Life SA.

Allianz

The **insurer** of **your policy** is AWP Health & Life SA, an insurance company in the Allianz group. AWP Health & Life SA has its registered address at Eurosquare 2, 7 rue Dora Maar, 93400 Saint Ouen, France, and is regulated by the French Prudential Supervisory Authority ("Autorite de Controle Prudentiel et de Resolution"). AWP Health & Life SA is authorised to carry out insurance activities in accordance with the provisions of the Insurance Code in France.

Your right to cancel within 30 days

If you decide your policy does not meet your needs, you will need to send us the following email if you wish to cancel your policy within 30 days. Provided we receive your instruction within 30 days of your policy start date, and provided you have made no claims, we will refund your premium in full.

I, [Enter Full Name & Address], withdraw from membership to the policy number [Enter Policy Number] subscribed to by [Enter Full Name] with AWP Health & Life SA, in accordance with Article L.132-5-1 of the French Insurance Code.

I hereby certify that, on the date of this email, I am not aware of any claim invoking the policy coverage since the policy was concluded.

If **we** receive **your** instruction to cancel **your policy** more than 30 days after **your date of entry**, the terms of **our** cancellation policy will apply.

Contact details

If you have an enquiry about your policy or insurance	Phone	+44 1276 486 455
Available from 9:00am to 5:00pm (UK time), Monday to Friday	Email	contact@william-russell.com
If you need to make a claim	Phone	+44 1276 486 460
Available from 6:00am to 6:00pm (UK time), Monday to Friday	Email	claims@william-russell.com
If you'd like to write to us	William Russell Europe SRL Place Marcel Broodthaers, 8 1060 Saint-Gilles Brussels, Belgium	

General conditions

This **agreement**, together with **your application form** and **your certificate of insurance** determine the terms and conditions of **your** cover under the **master policy**.

Eligibility for cover

To be eligible for cover under the policy:

- you must not be living in any of the following countries: Iran, North Korea, Libya, South Sudan, Syria, Yemen or Switzerland.
- you must be at least 18 years of age, on the date that your policy starts
- you must not be more than 69 years of age
- your occupation must be 100% office-based (if your occupation is not 100% office-based, you must provide us with a full job description)

Maximum life benefit

The maximum amount payable for the **life benefit** is 20 times **your gross annual earnings** at the time **you** made **your** application, less the benefit payable under any other life insurance policy that **you** held at the time **you** made **your** application, subject to a maximum benefit of US\$2,000,000 or £1,500,000 or £1,700,000.

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 life benefit and your other life insurance cover combined at the time you made your application.

If **you** are a **houseperson**, student, retired person or voluntary worker, at the time **you** made **your** application, the maximum amount payable under the **life benefit** is US\$160,000 or £120,000 or €136,000.

Maximum accident benefit

The maximum amount payable under the **accident benefit** is US\$500,000 or £375,000 or €500,000. The amount payable under the **accident benefit** cannot exceed the amount of **your life benefit**.

When your policy ceases

Your policy will automatically cease:

- on the date of your death
- upon payment of the terminal illness benefit
- at the end of the annual policy year during which you reach your 70th birthday
- if **you** take up residence in any of the following countries: Iran, North Korea, Libya, South Sudan, Syria, Yemen
- at the renewal date immediately following the date of your becoming a resident of Switzerland, regadless of whether Switzerland is your country of nationality

• at the **renewal date** immediately following the date of **your** return to live in the USA, if **your country of nationality** is the USA.

If your policy ceases because we have paid the terminal illness benefit or the life benefit, we will not refund the unused premium for the remainder of the policy year. If your policy ceases and we have not paid the terminal illness benefit or the life benefit, we will refund the unused premium for the remainder of the policy year.

When we have the right to cancel your policy

We have the right to cancel your policy immediately if:

- you do not pay your renewal premium within 30 days of your renewal date
- you do not pay your monthly or quarterly or semi-annual premium within 30 days of its due date
- you cease to be a member of the William Russell Association for Health, Financial Protection and Well-Being.
- you or any person acting on your behalf has made any threatening or abusive comment or used any unacceptable language towards us, any member of our staff, or any service provider acting on our behalf, whether verbally or in writing
- you have misled us, or attempted to mislead us, whether intentionally or carelessly, at any time by providing us with false information or by working with another party to provide false information to us.

If we cancel your policy for any of the above reasons, we may also report the matter to the relevant authorities (if appropriate).

If your death, terminal illness diagnosis or accidental bodily injury occurs after your policy has ceased, no benefit will be payable, even if the death, terminal illness or accidental bodily injury arises from an injury or illness that existed whilst your policy was in force.

You may cancel your policy by instructing us in writing. Your policy will be cancelled upon receipt by us of your instruction to do so.

Sanctions restrictions

We will not provide insurance cover or pay any claims under your policy if the laws of any relevant jurisdiction (including France, the UK, and the European Union), the resolutions, trade sanctions, and economic sanctions of the United Nations, or other sanctions under international law prevent or restrict us from doing so.

We will not provide you with any services or insurance cover including (but not limited to) acceptance of premium payments, claim payments, and other reimbursements if, in doing so, we would violate any applicable laws, regulations, codes, or court orders, or we are (or will be) otherwise sanctioned, prevented, or restricted.

We may cancel your policy if we consider you a sanctioned person, or if you conduct an activity that is sanctioned according to trade or economic laws and regulations.

Limitations on actions

The provisions relating to the statute of limitations on actions arising from the insurance contract are established by Articles L.114-1 - L.114-3 of the French Insurance Code indicated hereafter:

Article L. 114-1 of the French Insurance Code

All actions arising from an insurance contract are limited to two years after the incident giving rise thereto. However, this statute of limitations only applies:

1° In case of concealment, omission, false or inaccurate declaration of the risk involved, from the day on which the **insurer** had knowledge thereof;

2° In the event of a **claim** of damages, from the day on which the Parties involved became aware thereof, if they prove that they were unaware of it until then.

When the action of the Insured Party against the **Insurer** is due to the action of a third party, the statute of limitations only starts to run from the day on which the third party initiated legal proceedings against the Insured Party or was compensated by him.

The limitation is extended to ten years in life insurance contracts when the beneficiary is a person distinct from the policyholder and, in accident insurance contracts affecting people, when the beneficiaries are the beneficiaries of the deceased insured party.

For life insurance contracts, notwithstanding the provisions of Item 2, the actions of beneficiaries are limited to thirty years after the death of the Insured Party.

Article L. 114-2 of the French Insurance Code

The running of the statute of limitations is interrupted by one of the ordinary causes of interruption and by the appointment of experts following an incident. The interruption of the statute of limitations of the action can furthermore result from the sending of a registered letter with return receipt requested sent by the **Insurer** to the Insured Party regarding the action for the payment of the **premium** and by the Insured Party to the **Insurer** for the payment of the compensation.

Article L. 114-3 of the French Insurance Code

As an exception to article 2254 of the French Civil Code, the Parties to the insurance contract cannot, even by joint agreement, modify the duration of the statute of limitations, nor add to the causes of its suspension or interruption.

Additional information

The ordinary causes of interruption of the statute of limitations are mentioned in Article 2240 and in accordance with the Civil Code; among the latter include notably: the questioning of one of the joint debtors by a judicial action or by an act of compulsory execution or the acknowledgement by the debtor of the right of the person against whom he applied the statute of limitations. For the exhaustive list of the ordinary causes of interruption of the statute of limitations refer to the aforementioned articles of the Civil Code herein above.

Your obligations

Full disclosure about your medical history

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

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

If a claim is submitted in respect of death, **terminal illness** or **accidental bodily injury** which is caused by or related to a **preexisting medical 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 policy void. Alternatively we may impose special terms on your policy 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>contact@</u> <u>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 <u>contact@william-</u> russell.com, if you change your occupation or the tasks and duties within that occupation. If you change your occupation we may cancel your policy, increase your premium, reduce your benefit or make your policy subject to special terms.

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

You must inform us immediately, by email to <u>contact@william-</u> russell.com if you change your address and/or country of residence. If you change your country of residence we may cancel your policy, increase your premium, reduce your benefit or make your policy 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 <u>contact@william-russell.com</u> of your intention to participate in any hazardous activities.

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

If you return home

Please tell us as soon as possible if you return to your country of nationality. If you are an expatriate and you return to your country of nationality you may continue to renew your policy provided that the local laws in your country of nationality 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 become a resident of Switzerland (whatever your country of nationality) your policy will automatically cease at the renewal date immediately following the date of your becoming a resident of Switzerland.

If **you** return home to the USA and **your country of nationality** is the USA, **your policy** will automatically terminate on the **renewal date** following **your** permanent return to the USA.

Administration of your policy

Claiming your reimbursement of medical fees

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

Medicals can be completed by a doctor of **your** choice providing 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 policy** going into force (or **your** increased cover going into force if **your** application is for an increase in benefits on an existing **policy**), **we** will reimburse **you**, up to a maximum amount of US\$750 or £563 or €638, depending upon the currency of **your policy**. Medical fees will be refunded in **your policy** 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, it will be made by **us** direct to **your** bank account at the end of the month following the month **your policy** goes into force. If **you** pay **your premiums** semiannually, quarterly or monthly, reimbursement will be made direct to **your** bank account after **your policy** has been in force for a full 6-month period.

If you decide not to accept any offer we may make to start cover (or to increase cover if your application is for an increase in benefits under an existing policy) 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 policy within 12 months of commencing your policy or increasing your benefit, we shall deduct from your premium refund any reimbursement we have made to you in respect of your medical fees.

We will not reimburse any bills received by us more than 2 months after your policy starts, 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 premiums** from expires during **your policy year** 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 policy** 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 policy.

Unpaid or late premiums

You must contact us as soon as you become aware that you may not be able to pay your premium. We may automatically cancel your policy 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 policy 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 policy 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 medical condition exclusion will apply from your date of entry to your new policy and you will be charged at the premium rates prevailing when we decide to start your new policy. 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.

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 policy

Once **your policy** has started **you** may continue to renew **your policy** each year subject to the **agreement** in force at the time of each subsequent **renewal date**.

We will not cancel **your policy** unless we are entitled to do so under **our** cancellation policy (please see the When your policy **ceases** section on Page 4).

Maximum ages for renewing your policy

You cannot renew your policy once you reach the age of 70 years.

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

Each time you renew your policy, you can increase your life benefit by up to 10% (up to US\$50,000 or £37,500 or €42,500) without submitting an application form or further medical underwriting. Your life benefit can never exceed US\$2,000,000 or £1,500,000 or €1,700,000.

If you want to increase your life benefit further, you may need to complete a new application form. Once we have received your new application form, we will let you know you of our medical requirements to underwrite your proposed life benefit increase. 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.

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 policy (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.

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

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 start **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.

Your life benefit and accident benefit may be increased up to age 69 (subject to the maximum benefit limits stated in this agreement).

Applying for a reduction in benefit

You may apply to reduce your benefit 6-months after your date of entry, by sending your instructions by email to <u>contact@</u> william-russell.com.

Appointing a beneficiary

You can, at any time, nominate a beneficiary to receive the life benefit payable in the event of your death. If you did not nominate a beneficiary when you applied for your policy, you can appoint a beneficiary at any time. Please email us at <u>contact@william-russell.com</u> and we will send you the necessary information and forms.

If **you** have not appointed a beneficiary at the time of **your** death, the beneficiary of **your policy** shall be:

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

If you are diagnosed with a terminal illness, we will pay your life benefit to you.

*Means **your** legal spouse, or someone living with **you** as **your** *de facto* spouse on a genuine domestic basis. In the event of a claim, a partner may not have the same rights as attributed to a legal spouse. If **you** wish **us** to pay the **life benefit** to **your** partner, please name **your** partner as beneficiary.

Cancelling your policy

You may cancel your policy 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 policy you may be entitled to a *pro rata* refund of your premium. If you decide to cancel your policy 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.

No premium refund is due if a claim has been made.

If you are not satisfied with your **policy**, you can instruct us to cancel from the date the **policy** started. **We** will refund **your** premium in full, provided that we receive **your** instruction within 30 days of **your policy** starting, and that no claims have been made.

The **policy** is not an investment plan and does not acquire a cash or surrender value.

Your life benefit

When we pay your life benefit

In the event of **your** death, **we** will pay the **life benefit** stated on **your certificate of insurance**, provided that:

- your life benefit does not exceed 20 times your gross annual earnings at the time that you applied for your policy
- · your policy was in full force at the time of your death
- your death was not caused directly or indirectly by any risk excluded in this agreement, or by any special terms stated on your certificate of insurance.

In the event of a **terminal illness we** will pay the **life benefit** stated on **your certificate of insurance**, provided that:

- your terminal illness is expected (by your consultant and by our Chief Medical Officer) to lead to your death within 12 months or before the first renewal date following your 70th birthday, whichever is the earlier date
- your life benefit does not exceed 20 times your gross annual earnings at the time that you applied for your policy
- your policy is in full force at the time you notify us that your consultant has confirmed that your condition is terminal
- your terminal illness is not caused directly or indirectly by any risk excluded in this agreement, or by any special terms stated on your certificate of insurance.

Please note that the decision of our Chief Medical Officer is final.

Making a claim for your life benefit

To substantiate a claim for **your life benefit** following **your** death, 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
- any other medical reports or proof that we may reasonably require in order to assess your claim.

To substantiate a claim for **your life benefit** as a result of **terminal illness**, the following documents must be submitted to **us** as soon as reasonably possible:

- · an official document that confirms your date of birth
- a claim form completed by you or your next of kin (if you are unable to complete it yourself)
- proof of your gross annual earnings at the time you made your application (if this was not provided at application stage)
- identification (if applicable) for any named beneficiaries showing date of birth, proof of life, proof of address, and full bank details
- a medical report that gives full details about the onset, progression, and prognosis of your terminal illness, including full details of treatments you are receiving
- any other medical reports or proof that we may reasonably require in order to assess your claim.

The optional accident benefit

When we pay your accident benefit

The **accident benefit** becomes payable if **you** die as a consequence of an **accidental bodily injury** that is suffered during the **policy year**, provided that:

- your policy was in full force at the time of you sustained the accidental bodily injury
- your death arises within one year of the date on which you sustained the accidental bodily injury
- the accidental bodily injury is not caused directly or indirectly by any risk excluded in this agreement or by any special terms stated on your certificate of insurance.

A percentage of the **accident benefit** becomes payable if **you** suffer an **accidental bodily injury** that results in any disability stated on the **compensation schedule** (below), provided that:

- your policy was in full force at the time of you sustained the accidental bodily injury
- your accidental bodily injury occurs prior to your renewal date following your 70th birthday
- the accidental bodily injury is not caused directly or indirectly by any risk excluded in this agreement or by any special terms stated on your certificate of insurance.

If you suffer from several disabilities as a consequence of your accidental bodily injury, the accident benefit we pay will be calculated by adding together the various benefit amounts stated in the compensation schedule. The total accident benefit payable will be limited to the accident benefit stated on your certificate of insurance.

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

Permanent disabilities that are not specified in the **compensation schedule** will be compensated in accordance with their severity, which will adjudged in the light of similar disabilities specified in the **compensation schedule**. **Your** occupation will not be taken into consideration.

The compensation schedule assumes that your right hand is your dominant hand. If your left hand is your dominant hand, the percentages stated in the 'Left' and 'Right' columns of the compensation schedule for the various disabilities specified under the heading, 'Upper limbs', will be transposed.

Compensation schedule for the accident benefit

This is the schedule of disabilities eligible for benefit as a percentage of the **accident benefit** stated on **your certificate of insurance**.

Compensation schedule	% of accident benefit payable
Disabilities for which 100% of the accident benefit is payable	
Loss of life	100%
Total and irrecoverable loss of sight in both eyes	100%
Loss of, or loss of use of, both arms or both hands	100%
Complete and permanent deafness of both ears	100%
Removal of lower jaw	100%
Permanent loss of speech	100%
Loss of, or loss of use of, one arm and one leg	100%
Loss of, or loss of use of, one arm and one foot	100%
Loss of, or loss of use of, one hand and one leg	100%
Loss of, or loss of use of, one hand and one foot	100%
Loss of, or loss of use of, both legs	100%
Loss of, or loss of use of, both feet	100%

Compensation schedule	% of accident	% of accident benefit payable	
Head			
Loss of osseous substance of the skull in all its thickness:			
surface of at least 6 sq. cm	40%		
• surface of 3 to 6 sq. cm	20%		
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%		
Total and irrecoverable loss of sight in one eye	40%		
Complete and permanent deafness in one ear	30%		
Upper limbs	Right	Left	
Loss of, or loss of use 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%	
in an unfavourable position	40%	30%	
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%	
Total paralysis of the radian nerve at the torsion cradle	40%	35%	
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	15%	10%	
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%	

Compensation schedule	% of accider	% of accident benefit payable	
Upper limbs (continued)	Right	Left	
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%		
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 (excluding the big toe)	10%		
Amputation of the big toe	10%		
Amputation of two toes (excluding the big toe)	5%		
Amputation of one toe (excluding the big toe)	3%		

Making a claim for your 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 (if this was not provided at application stage)
- 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.

What you're not covered for

What your policy does not cover

No benefit will be paid if **your** death, **terminal illness** or **accidental bodily injury** arises from any of the following:

- · any items specifically excluded on your certificate of insurance
- a pre-existing medical condition or related condition, unless you have told us about it and we have agreed to accept cover for it
- your active participation in war, warlike activities or terrorist activities
- your gross negligence and deliberate exposure to exceptional danger (except in the attempt to save a human life)
- your participation in any kind of professional sport or professional racing (including training or practicing for any kind of professional sport or professional racing)
- **your** participation in an activity that is illegal in the country in which it is performed
- suicide, or the consequences of attempted suicide or intentionally self-inflicted injuries, whether sane or insane. This exclusion only applies to the first year of your policy. If you subsequently apply to increase your life benefit, this 1-year exclusion shall apply from the date of the increase, but only for the amount of the increase. Each increase in your life benefit will be treated separately.
- war, terrorism, kidnap, murder, assault of any kind, or any other act of violence, sustained whilst you are in a country or region that the British Foreign, Commonwealth & Development Office ("FCDO") has advised its citizens to leave, or has advised against all travel to, or has advised against all but essential travel to due to security reasons (whether your presence in that country or region is permanent or temporary.
- any cause whatsoever, if sustained whilst you are in Iran, Libya, North Korea, South Sudan, Syria, or Yemen (whether your presence in the country is permanent or temporary).

No benefit will be paid for any death or **accidental bodily injury** that has not been reported to **us** within 12 months of the death or **accident bodily injury** occuring.

No benefit will be paid upon **your** death if the **life benefit** has already been paid following **your** diagnosis with a **terminal illness**.

You can check the current advice offered by the FCDO about a particular country or region at the following web address: <u>gov.uk/</u><u>foreign-travel-advice</u>.

Additional exclusions applying to the accident benefit only

Additional exclusions apply in respect of the **accident benefit**. No benefit will be paid if death or **accidental bodily injury** is caused by:

- war, warlike activities, military action, acts of foreign hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, usurped power, mutiny, riot, strike, martial law, state of siege, attempted overthrow of government, any acts of terrorism, murder, attempted murder, kidnap (including attempted kidnap or 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)
- intentional inhalation of gas, or intentional ingestion of poisons or drugs
- · intentionally contracted infection by bacteria or virus
- 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.

No benefit will be paid if accidental bodily injury is caused by:

• the consequences of attempted suicide or intentionally selfinflicted injuries, whether sane or insane.

How to make a complaint

At William Russell, each one of **our** members 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 Europe SRL

Place Marcel Broodthaers, 8 1060 Saint-Gilles Brussels, Belgium Phone +44 1276 486 455 Email <u>contact@william-russell.com</u>

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

AWP Health & Life SA

Customer Relationships Eurosquare, 2 7 rue Dora Maar 93400 Saint Ouen France

Email client.care@allianzworldwidecare.com

AWP Health & Life SA is a signatory to the French Insurance Mediation charter. In the event of a persistent and definitive disagreement, the **policyholder** has the option, after the exhaustion of all domestic remedies referred to above, to call for the French Insurance Mediator without prejudice to possibilities of legal action.

La Médiation de l'assurance

TSA 50 110 75441 Paris Cedex 09 France

Web mediation-assurance.org

If **your** complaint relates to a service provided by William Russell Europe SRL 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 Financial Ombudsman Service in the UK or the Belgian Ombudsman des assurances.

Financial Ombudsman Service

Exchange Tower London E14 9SR, UK

Phone+44 (0)20 7964 0500Emailcomplaint.info@financial-ombudsman.org.ukWebfinancial-ombudsman.org.uk

L'Ombudsman des assurances

Square de Meeûs, 35 1000 Brussels, Belgium

 Phone
 +32 (0)2 547 58 71

 Fax
 +32 (0)2 547 59 75

 Email
 info@ombudsman-insurance.be

 Web
 ombudsman-insurance.be

Arbitration and 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 French 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.

How we process your data

Your policy is underwritten by AWP Health & Life SA and administered by William Russell Europe SRL. What follows here is a summary of the <u>William Russell privacy policy</u> and the <u>AWP privacy policy</u>.

The personal data we collect

We collect data about you from you, your medical practitioners, your insurance adviser (if you have appointed one), and other third parties involved in arranging and administering your policy.

We collect data as part of your application and in correspondence with you by phone, email, post, or other means of communication. This data may include sensitive medical data such as details of your physical health, mental health, and well-being.

Failing to provide the personal data **we** require in order to underwrite and administer **your policy**, or to process **your claims**, could result in **us** rejecting or not fully paying **your claims**, or **us** cancelling **your policy**.

How we use your personal data

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

- Underwriting and administration of your policy
- · 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

We only use your personal data in ways the law permits us. Where the use of your personal data relies on your consent, you can withdraw your consent. But if you do, we may not be able to process your claims or manage your policy properly.

Who we may share data with

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

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

Your personal data may be disclosed to other parties (such as other insurance companies) with a view to preventing fraudulent or improper **claims**. We never sell, rent or share unlawfully your personal data to third parties.

Processing claims

In the event of a **claim**, **we** may have to share **your** personal data to those involved in **your treatment** or care, or to **your** representative (if **you** have appointed one). This will be done confidentially.

If **you** have another insurance policy that covers the same costs that **you** are claiming from **us**, then **we** may also disclose **your** relevant personal data to the other insurer so **we** can ensure that **we** only pay **our** portion of the **claim** costs.

How we keep, store, and dispose of your personal data

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

Where we store your personal data

The personal data **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 data, **you** agree to this transfer, storing, and processing. **We** will take all steps necessary to ensure that **your** personal data are treated securely and in accordance with the information in this section.

Marketing

You have the right to ask us not to process your personal data for marketing purposes. We will always seek your explicit consent before collecting your personal data for marketing purposes. You can withdraw your consent for us to use your personal data in this way at anytime by emailing us at <u>marketing@william-russell.</u> com.

Obtaining a copy of the information we hold about you

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

The Data Protection Officer

William Russell Europe SRL Place Marcel Broodthaers, 8 1060 Saint-Gilles Brussels, Belgium

Phone +44 1276 486 455 Email contact@william-russell.com Where personal data has been supplied by a medical practitioner, you should be aware that we need their consent before we can supply this to you. Alternatively, you can request such personal data directly from the **medical practitioner**.

If you believe we are not processing your personal data in accordance with the law, you can complain to:

The Data Protection Authority Rue de la Presse-Drukpersstraat, 35 1000 Brussels, Belgium

You can view our full privacy policy at william-russell.com/ privacy.

Definitions

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

Acceptance terms

Acceptance terms state the terms upon which we are prepared to accept your application, and the premium required to put your policy 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 document, read in conjunction with your completed and signed application form and your certificate of insurance. Together, these items make up your agreement and determine the terms and conditions of your cover under the master policy.

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 policy you have bought, its currency, your policy year, your insured benefit, any special terms relating to your policy, your country of residence, and your country of nationality. 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 disabilities eligible for benefit as a percentage of the **accident benefit** stated on **your certificate of insurance**.

Country of nationality

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

Country of residence

The country in which you are habitually resident.

Date of entry

The date on which your policy first started.

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** apply.

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** apply.

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 apply, 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** apply.

Hazardous activities

Activities that increase the risk of death or **accidental bodily injury**. They include (but are not limited to):

Off-piste or freestyle skiing/snowboarding; scuba diving; rock climbing; mountaineering, pot-holing or caving; hang-gliding or parachuting (including tandem); bungee jumping; kite surfing or windsurfing; hunting or competitive horse-riding; driving or riding a motorised vehicle in any kind of race or competition; riding or riding pillion a motorcycle, motor scooter, moped or quad bike; flying other than as a passenger in a commercial aeroplane; competitive and/or offshore sailing; contact sport.

Any other activity that puts employees 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.

Houseperson

A person who is not in any form of paid employment, including self-employment.

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 policy**. The **insurer** is Allianz (AWP Health & Life SA).

Life benefit

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

Master policy

The contract of insurance issued by us to the William Russell Association for Health, Financial Protection and Well-Being, for the benefit of its members.

Policy

The insurance cover **you** derive from **your** membership of the **WRA**. We set out the terms and conditions of **your** insurance cover in this **agreement**. You can find the terms and conditions of **your WRA** membership in the <u>membership rules</u>.

Policy year

The period stated as the **policy year** on **your certificate of insurance**.

Pre-existing medical condition

Any disease, illness or injury, whether the condition has been diagnosed or not before **your date of entry**, for which:

- you have received medication, advice or treatment; or
- you have experienced symptoms

Premium

The amount(s) **you** are required to pay **us** either annually, semi-annually, quarterly or monthly for this **policy**.

Premium due date

The date on which your premium is due to be paid by you.

Pro rata refund

In the event of a *pro rata* refund the amount refunded, (using an annually paid **policy** as an example), will be the annual **premium** paid divided by 12 and multiplied by the number of whole calendar months remaining in the **policy year**. If the **policy** 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 **policy year** is 01 January to 31 December 2020, and the **policy** ceases on 27 September 2020, 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.

Professional racing

Any racing where an employee is being paid to participate, whether by sponsorship, prize money, appearance fees, bonuses, regular income or any other means.

Professional sport

Any sport where an employee is being paid to participate, whether by sponsorship, prize money, appearance fees, bonuses, regular income or any other means.

Related condition

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

Renewal date

Renewal date is normally the anniversary of your original date of entry to your policy.

Special terms

Exclusions or conditions that **we** may apply to **your policy** in addition to the terms, conditions and exclusions explained in this booklet. Any **special terms** that apply to **your policy** will be stated on **our Acceptance Terms** invoice and on **your certificate of insurance**.

Terminal illness

An illness that has no known cure or has progressed to a point where it cannot be cured, and, in the opinion of **your** hospital consultant and **our** Chief Medical Officer, is expected to lead to death within 12 months.

Us, we, our

William Russell Europe SRL, on behalf of the insurer.

William Russell Association for Health, Financial Protection and Wellbeing (WRA)

The not-for-profit association registered in Belgium as the William Russell Association for Health, Financial Protection and Well-Being.

You, your

The policyholder as named on your certificate of insurance.



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<u> </u>

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- Email: <u>info@internationalinsurance.com</u>
- Visit: <u>www.internationalinsurance.com</u>

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