



**“Positively Insured”**

**10 YEAR TERM LIFE**

**AND OPTIONAL ACCIDENTAL DEATH INSURANCE**

**PROPOSAL FORM**

**Professional Underwriters for Life and Special Expenses Limited  
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**Authorised and regulated by the Financial Services Authority**

# PROPOSAL FOR “Positively Insured” 10 YEAR TERM LIFE AND OPTIONAL ACCIDENTAL DEATH INSURANCE

Before any question is answered, please read carefully the declaration at the end of this Proposal, which must be signed and dated. Please ensure that the person to be insured answers all questions fully and correctly. Any question left unanswered or only answered with a dash will delay the assessment of this Proposal for insurance. **NO INSURANCE IS IN FORCE UNTIL THIS PROPOSAL HAS BEEN ACCEPTED BY UNDERWRITERS AND THE FIRST PREMIUM PAID.**

**IMPORTANT INFORMATION:** In accordance with the Association of British Insurers’ policy on genetics and insurance, you do not need to tell us about any genetic test results you have had if this application for life insurance, taken together with any other life insurance policies you already have, totals £500,000 or less. Above this limit, you may need to tell us about certain genetic test results when applying for insurance. We will only be interested in genetic test results where the Government’s Genetics and Insurance Committee (GAIC) has approved them for insurers to use. If you think this may apply to you, please ask your financial adviser for details of the current position. These details are also available from the ABI website at [www.abi.org.uk/consumer2/disclosure.htm](http://www.abi.org.uk/consumer2/disclosure.htm). However, you must tell us if you either have a family history of, or are experiencing symptoms of, or are having treatment for, a medical condition including any genetically inherited condition.

### Section 1: Details of the person to be insured

Title (Mr., Mrs., Miss, other)		Surname		Forenames	
Address					
			Postcode	Contact telephone number	
Date of birth		Sex (M, F)		Marital status (married, single, divorced, separated, widowed, in civil partnership)	

### Section 2: Details of the proposer, if different from the person to be insured

Title (Mr., Mrs., Miss, other)		Surname		Forenames	
Address					
				Postcode	
Details of insurable interest and reason for insurance or relationship to the person to be insured					

### Section 3: Insurance details

Sum insured required (PLEASE TICK)*:	<b>£10,000</b>	<b>£50,000</b>	<b>£100,000</b>	<b>£150,000</b>	<b>£200,000</b>	
Total sum insured under existing life insurance policies :		Commencement date required:				
Are you currently effecting or intending to effect any other life insurance cover, or have you done so within the last 12 months? If so, please give details of companies, dates and sums insured.						

**\* NOTE: THE SELECTED SUM INSURED WILL BE PAYABLE IF DEATH IS CAUSED BY BODILY INJURY. HOWEVER, IF DEATH IS CAUSED BY ILLNESS, THE BENEFIT PAYABLE IS £10,000 IN ALL CASES.**

Sum Assured	£10,000	£50,000	£100,000	£150,000	£200,000
<b>Age next birthday</b>	<b>Monthly premium</b>				
<b>18-24</b>	£5.00	£25.00	£50.00	£75.00	£100.00
<b>25-29</b>	£5.00	£25.00	£50.00	£75.00	£100.00
<b>30-34</b>	£5.00	£25.00	£50.00	£75.00	£100.00
<b>35-39</b>	£5.00	£25.00	£50.00	£75.00	£100.00
<b>40-44</b>	£7.00	£35.00	£70.00	£105.00	£140.00
<b>45-49</b>	£11.00	£55.00	£105.00	£160.00	£210.00
<b>50-54</b>	£17.50	£85.00	£170.00	£250.00	£335.00
<b>55-60</b>	£27.00	£135.00	£275.00	£410.00	£545.00
<b>61-64</b>	£44.00	£220.00	£440.00	£660.00	£880.00

#### Section 4: G.P. details

Name of doctor who currently holds your medical records	
Address and telephone number	
If you have changed doctors within the last 3 months, please give the name, address and telephone number of your previous doctor.	

#### Section 5: Occupation

Nature of business or occupation in which you are engaged (if more than one, please state all):			
Please state rank and duties if a member of the Armed Forces:			
	<b>Yes</b>	<b>No</b>	<b>If yes, please give full details</b>
Do your duties involve you in any way (other than clerical) with:			
1) the licenced trade or entertainment industry?			
(g) working at heights, offshore, aviation (other than on scheduled flights), diving, or the fishing or mining industries, work requiring special safety precautions or any other activity which may be regarded as hazardous?			
Does your job require a licence, e.g. driving?			

#### Section 6: Smoking and alcohol details

	<b>Yes</b>	<b>No</b>	<b>If yes, please state average consumption per day</b>
Have you smoked any form of tobacco within the last 12 months?			
Do you drink alcohol?			

#### Section 7: Personal details

Height		Weight	
	<b>Yes</b>	<b>No</b>	<b>If yes please provide details, including name of doctor or hospital, dates, duration, test results etc.</b>
Has your weight changed recently?			
When was your first positive HIV test result?			
Please give approximate date of infection, if known.			
Please give your CD4 count, if known.			
Please give your viral load, if known.			
What treatment are you taking?			
When did you start taking this treatment?			
Have you had any HIV-related illnesses or symptoms, such as pneumonia, diarrhoea, night sweats, etc?			<i>Nature of problem</i> <span style="float: right;"><i>Date</i></span>
Have you EVER suffered from:			
(a) any chest or lung disorder?			
(b) anxiety, depression or other mental or nervous disorder?			
(c) arthritis?			
(d) epilepsy?			
(e) any stomach or bowel complaint?			

	Yes	No	If yes please provide details, including name of doctor or hospital, dates, duration, test results etc.	
(f) diabetes, gout, kidney, liver, prostate or bladder problem, including hepatitis B or C?				
(g) heart disease, rheumatic fever or chest pain?				
(h) high blood pressure or stroke?				
(i) lump, cyst or cancer?				
Have you ever taken drugs other than over-the-counter or prescription medicine?			<u>Name of drug(s):</u>	<u>Date(s) of use:</u>
Do you anticipate travel outside your normal country of residence, Western Europe, North America or Australasia?				
Do you engage in hazardous sports, such as aviation, motor sports, diving, etc.?				
Have either of your parents or any brothers or sisters died from or suffered from heart disease, stroke, diabetes, cancer or a nervous disorder?			<i>If yes please provide details including relationship and age at time, and state if death resulted.</i>	

## SECTION 8: IMPORTANT NOTES

- Please note that your answers to the questions on this form will be used to assess this Proposal. All material facts must be disclosed since part or all of the benefit might be forfeited if relevant information were to be withheld. A material fact is one that is likely to influence the assessment and acceptance of the Proposal. If you are unsure whether a particular fact is material you should disclose it. You must not assume that we shall be asking your doctor for confirmation of what you have told us.
- Cover will not start until we have assessed and accepted your application, and the first premium has been paid. If you have a birthday while your application is being processed, the terms may differ from those originally quoted.
- In most instances your payments will be as originally quoted. Revised terms may be offered to you, but occasionally we may be unable to offer any terms.
- We may ask you to contact your doctor to speed up the completion of reports that we have requested.
- If we ask you to attend a medical examination, it will be necessary for us to share the application information with another company authorized by us. They will make the arrangements for the examination to take place.
- It may be necessary to send your application and relevant medical reports to our Reassurers for their opinion or agreement of the terms offered, or to other Kiln Syndicates or Lloyd's Life Syndicates if they are to participate in cover. You can obtain details of general reinsurance principles from our Head Office, together with details of any company or Lloyd's Syndicate to whom this information may be sent.
- On occasion the faxing of medical reports may help to ensure a speedier assessment of your application. We only accept faxed information direct to a fax machine in a secure part of our building. This ensures that we maintain strict confidentiality. If you do not agree to allow the faxing of information, please indicate by deleting the appropriate section of the Declaration.
- Kiln has a Confidentiality Policy in place which means that your medical information is held securely and access is limited to authorized individuals who need to see it.
- You are entitled to ask for a copy of our standard plan terms and conditions and a copy of your application form at any time.

## SECTION 9: ACCESS TO MEDICAL REPORTS

It may be necessary for us to obtain medical reports to support your application. Before we can ask any doctor that you have consulted to complete a report, we need your permission under the Access to Medical Reports Act 1988. Your rights under the Act are as follows:

- You do not have to give your consent, but if you do not we may be unable to proceed. This does not stop you from applying to other companies for insurance.
- You can ask to see the report before the doctor returns it to us. If you do, we shall tell the doctor to retain the report for 21 days so that you can arrange to see it. If you have not made arrangements to see the report within this time, your doctor will send the report to us.
- If you choose not to see the report at this stage, you may ask the doctor for a copy within 6 months of it being sent to us. A duplicate report can be sent to your doctor on request should you wish to see it at a later date.
- If you consider any aspect of the report to be incorrect or misleading, you may ask the doctor to amend it. If your doctor refuses to make the amendments, you may ask him/her to attach a statement outlining your views, which will then accompany the report.
- Your doctor can withhold access to the report if he/she feels that it would cause physical or mental harm to you or others.
- Your medical report will contain details of relevant consultations, treatment, operations, investigations and test results that you have undergone at any surgery, hospital or clinic. Your consent will give Kiln access to this information.
- If you have any questions regarding your rights under the Act or any questions relating to the process of obtaining, assessing or storing medical information, please write to the Compliance Officer at our Head Office.

- **I do not\* wish to see the report before it is sent to Kiln. (\*Only delete the word “not” if you wish to see the report before it is sent.)**

**SECTION 10: DECLARATION**

Please sign this Declaration once you have read it together with the Important Notes. If you are unsure as to whether any information should be given, you should provide it. If you are applying for insurance with other companies at the same time, by signing the Declaration you are consenting to copies of medical reports being sent to these other companies at their request. However, if we are approached by another company to provide copies of highly sensitive information we shall ask for your specific written permission before doing so.

- I/We will inform you immediately of any changes that occur before the plan starts. I/We understand that failure to do so may result in the contract being declared void, and that a claim for the proceeds may not be paid.
- To the best of my/our knowledge and belief all the statements made, which includes anything I/we may have said, have been recorded accurately in this application or are attached in a sealed Private and Confidential envelope, and are true and complete. This disclosure will form the basis of the contract.  
 Please tick if you have attached a Private and Confidential envelope.
- I/We agree to Kiln obtaining medical information from any doctor whom I/we have consulted about my/our physical or mental health, in order to assess my/our proposal. You may obtain relevant information from other insurers about previous or concurrent applications for life, critical illness, sickness, disability, accident or private medical insurance that I/we have applied for. I/We authorize those asked for such information to provide it on the production of a copy of this consent. This consent allows Kiln to obtain medical reports at any time during the life of the cover or after my death to support any claim made on the cover proceeds.
- This information can also be used to maintain management information for business analysis.
- I/We agree that a copy of the agreement given in this declaration will have the validity of the original.
- I/We agree to Kiln accepting medical reports faxed directly to the company from my doctor’s surgery. I/We also do not\* object to copies of the report being faxed to any other company that I have applied to at their request. (\*Delete the word “not” if you do not wish us to fax information.)

By signing this declaration I am/we are allowing Kiln to process my/our application using the information that I/we have provided. This information can also be used to process any claim made on this insurance.

I/We have read the Declaration, Important Notes and information relating to my/our rights under the Access to Medical Reports Act 1988.

**LIFE TO BE INSURED:**

<b>Signature</b>		<b>Date</b>		<b>Country of signing</b>	
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**GRANTEE** *(only to be completed where the proposer(s) is/are different from the life to be insured.)*

I declare that the answers to the questions on this proposal are true and complete to the best of my knowledge and belief and shall form the basis of my contract between Kiln and me.

<b>Signature</b>		<b>Date</b>		<b>Country of signing</b>	
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## Definitions

In the insurance:

‘**BODILY INJURY**’ means identifiable physical injury which:

- a) is sustained by the Insured during the period of the insurance,
- b) is caused by an **Accident**, and
- c) solely and independently of any other cause, except **Illness** directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death of the Insured within twelve months from the date of the **Accident**.

‘**ACCIDENT**’ means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the period of the insurance.

**Accident** shall also include:

- a) exposure resulting from a mishap to a conveyance in which the Insured is travelling;
- b) if the Insured disappears during the period of the insurance and his body is not found within one year after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained **Bodily Injury** and that such injury caused his death, the Underwriters shall forthwith pay the death benefit under the insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured is subsequently found to be living.

‘**ILLNESS**’ means sickness or disease of the Insured which occasions the death of the Insured during the period of the insurance.

Words in the masculine gender shall include the feminine.

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## PRINCIPAL EXCLUSIONS

The insurance does not cover death in any way caused or contributed to by the Life Insured's wilful self-injury, suicide, attempted suicide, or deliberate exposure to exceptional danger (except in the attempt to save human life).

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## PROVISIONS AND CONDITIONS

1. If the Insured shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with the insurance without first notifying the Underwriters and obtaining their written agreement to the amendment of the insurance (subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** or **Illness** arising from such activity.
2. Any fraud, concealment, or deliberate mis-statement either in the proposal on which the insurance is based or in relation to any other matter affecting the insurance or in connection with the making of any claim hereunder shall render the insurance null and void and all claims hereunder shall be forfeited.
3. Thirty days of grace will be allowed for payment of annual renewal premiums and fifteen days of grace will be allowed for payment of renewal premiums at a lesser interval. Nevertheless if the event upon which the Sum Insured is payable occurs within any days of grace and the premium has not been paid, the Sum Insured will be payable in full less the amount of the overdue premium. The insurance shall become void and no benefit shall be payable hereunder upon the expiry of any days of grace if the premium due remains unpaid, and there shall be no entitlement to a return of any premiums already paid.
4. If it should be found that the age of the Life Insured was understated when the insurance commenced, then the Sum Insured shall be reduced to such a sum as would have been insured had the age been correctly stated
5. The insurance does not acquire a surrender value.
6. The insurance is free from all restrictions as to occupation, foreign travel or residence, except as may be specially provided herein to the contrary, and is indisputable unless there be non-disclosure or misrepresentation of a material fact in the said Proposal and Declaration, or in the statements made to the Medical Examiner and referred to in the said Declaration.

7. Unless specially provided herein to the contrary the insurance shall be governed by English law and the English Courts alone shall have jurisdiction in any dispute arising hereunder.
8. **SEVERAL LIABILITY CLAUSE**  
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance) 08/94

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**NOTE: Wherever the word 'Insured' appears it should be deemed to mean 'Insured or the Insured Person as the case may be'.**

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### **COMPLAINTS PROCEDURE**

Any complaint regarding the handling of your insurance should initially be addressed to:

The Compliance Officer  
R J Kiln & Co Limited  
106 Fenchurch Street  
London  
EC3M 5NR.

In the event that this proves unsatisfactory, written representation should be made to:

Lloyd's Complaints Department  
1 Lime Street  
London  
EC3M 7HA

If your complaint remains unresolved, you may be entitled to refer it to the Financial Ombudsman Service.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

These arrangements for the handling of complaints are entirely without prejudice to a complainant's rights in English law, and you are free at any stage to seek legal advice and take legal action.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).



Kiln Life Syndicate  
Box 182  
Lloyd's  
One Lime Street  
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EC3M 7HA

### **Head Office**

R J Kiln and Co. Limited  
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*R J Kiln and Co. Limited is a subsidiary of the Kiln Group plc.*

