

The Period of this Insurance:

From: the 20th day of April 2022
To: the 19th day of October 2023
Both days inclusive. Local Standard Time
at the address of the Life Insured

AGREEMENT TO INSURE

Introduction

Thank **You** for choosing this Term Life Insurance Policy, which is underwritten 100% by Beazley Syndicate 3622 at Lloyd's of London managed by Beazley Furlonge Limited (**'Underwriters'**).

This Policy is a legal contract between **Underwriters** and **you** (the **'Policyholder'**). It is important that this document is checked to make sure that it meets **your** requirements and that all the details stated in the **Schedule** are correct and reflect the cover requested.

Beazley Syndicate 3622 at Lloyd's of London managed by Beazley Furlonge Limited, whose address is Plantation Place South, 60 Great Tower Street, London, EC3R 5AD, United Kingdom, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority, with the Financial Services Register number of 204896.

Full details are available on the Financial Services Register at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK or +44 207 066 1000 from abroad.

NOTICES

Documentation

This document, the **Schedule** and any endorsement(s) attaching to this document and/or **Schedule** constitute the Policy, which is the insurance contract and sets out the terms of this insurance between **you** and **Underwriters**.

Your compliance with policy terms

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may result in **your** claim being refused or reduced where that claim has been affected by **your** failure to comply.

Defined terms

Terms that appear in bold face type are defined in the Definitions section of this Policy. Terms with capitalised first letters are defined in more detail in the Schedule to this Policy or as the context requires. The singular includes the plural.

Understanding this policy

This Policy must be read by **you** in its entirety as conditions, exclusions and other limitations apply.

You must ensure that the cover **you** have purchased under this Policy is adequate for **your** needs.

If **You** are unsure or unclear about any aspect, please discuss this Policy with **your Representative**.

If **you** think there is a mistake in or a change needs to be made to this Policy, please notify **your Representative** immediately.

Cooling-off period

If the insurance provided under this Policy does not meet **your** requirements **you** can cancel this Policy within thirty (30) days of the Commencement Date shown in the Schedule, or the date **you** received the Policy, whichever is the later.

Lutine Assurance Services is a trading name of Geo Underwriting Services Ltd

Geo Underwriting Services Ltd registered in England and Wales: No 4070987. Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD

Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400

Lutine Assurance Services is a Coverholder at Lloyd's.

In exercising **your** right to cancel in this way, **you** withdraw from this contract of insurance from the Commencement Date, which means the insurance provided under this Policy will be treated as if it never existed and **Underwriters** will return the premium paid, unless **you** have made a claim or notified **us** of a circumstance that may give rise to a claim.

How to make a complaint

If **you** have any questions or concerns about **your** policy or the handling of a claim, **you** should initially contact **your Representative**.

However, if **you** wish to make a complaint, please contact Underwriters in writing or orally at any time at:

The Complaints Manager
Beazley Syndicate 3622 at Lloyd's of London managed by Beazley Furlonge Limited
Plantation Place South
60 Great Tower Street
London, EC3R 5AD
United Kingdom
T: +44 (0)20 7667 0623
Email: Beazley.complaints@beazley.com

If **you** still remain dissatisfied with **Underwriters'** response to **your** complaint, **you** may refer **your** complaint to the Complaints Department at Lloyd's at:

The Complaints Department
Lloyd's Market Services
Fidentia House
Walter Burke Way
Chatham
Kent
ME4 4RN
United Kingdom
T: +44 (0)20 7327 5693
Email: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk/consumer/complaints.htm

If **you** are unsure whether FOS will consider **your** complaint, please contact them directly for advice. Making a complaint does not affect **your** right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

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Compensation

Underwriters are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **we** are unable to meet our obligations under this Policy. If **you** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: www.fscs.org.uk

Financial Services Compensation Scheme
PO Box 300
Micheldean
GL17 1DY

Telephone +44 (0)800 678 1000

Data Protection Short Form Information Notice

Your personal information notice

Who we are

We are the insurers identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

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Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us on DPO@beazley.com or the agent or broker that arranged this insurance.

Insurance premium tax

The premium payable under this Policy may be subject to compulsory Insurance Premium Tax, which shall be payable by **you** at the appropriate rate, as shown in the Schedule and/or on the applicable premium debit note(s) / invoice(s). If that the rate or application of Insurance Premium Tax changes and any premium payable is subject by law to such change or application, then that premium payable shall incorporate such change or application.

Choice of law and jurisdiction

You and we are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Trading sanction(s) restrictions

Underwriters will not provide cover and or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Agreement to Insure

In consideration of the **Insured** having paid or agreed to pay the premium stated in the Policy, **Underwriters** hereby agree to provide the insurance to the extent and in the manner specified in this Policy.

Provided that:

- 1 the **Insured** shall be subject to all the terms, conditions, limitations and exclusions contained in this Policy or by additional endorsements;
- 2 **Underwriters'** liability shall not exceed the Sum Insured set out in the Schedule;
- 3 the **Schedule**, this Policy wording and any endorsements shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning throughout this Policy;
- 4 the Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy. This Policy does not confer any benefit on any third parties. No third parties may enforce any term of this Policy or any certificate under it. This provision shall not affect the rights of the **Insured**, any assignee, or the rights of any named payee properly notified to Underwriters.

This Certificate has been signed in Doncaster on behalf of **Lutine Assurance Services Limited** by

Signed



Scott Hough Director
Lutine Assurance Services

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POLICY TERMS AND CONDITIONS

Section 1 – The Cover Provided

We will pay the Sum Insured to the Person to whom the Sum Insured is payable as specified in the Schedule, or to the trustees if the Policy has been placed in trust, or to the assignee if the Policy has been assigned, or to the **Life Insured's** estate once satisfactory proof has been produced to **us** of:

- The death of the **Life Insured** during the Period of this Insurance;
- The entitlement to payment of the person claiming payment; and
- The age of the **Life Insured** (where such age has not been admitted).

The payment will also be subject to these Terms and Conditions and any amendments to this Policy requested by the **Policyholder** must be agreed in writing by us.

Information you have given us

In deciding to accept this Policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. You must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the Right to cancel condition below.

We or **your representative** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your representative** as soon as practicable.

This Policy does not acquire a surrender value. The Sum Insured is only payable on death and there is no benefit payable at expiry of this Policy.

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Section 2 – Definitions

Insured/Life Insured

The person whose life is being covered and following whose death a claim could be made, as specified in the Schedule.

Policyholder/You/Your

The person/persons named as **Policyholder** in the Schedule or any other person who becomes the legal owner of the policy.

Representative

The person or organisation who is arranging the cover on **your** behalf.

We/Us/Our/Underwriters

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Accident/Accidental

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place. Accident shall also include:

- exposure resulting from a mishap to a conveyance in which the **Life Insured** is travelling; and
- disappearance.

Bodily Injury

Identifiable physical injury which:

- is caused by Accidental, visible and / or violent means and
- 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 **Life Insured**.

A Life Insured's own criminal act

An act deemed socially harmful or dangerous and specifically defined, prohibited, and punishable under criminal law.

Nuclear Chemical and Biological Terrorism:

The use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the Period of this Insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

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Terrorism

An act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

War

Invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Suicide

The policy will be cancelled if within the first year of the policy, the life insured dies as a result of:

- Suicide or,
- Intentional and serious self-injury or,
- An event where, in **our** reasonable opinion, the **life insured** took their own life.

Relevant Event

A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim)

Drugs and Alcohol

Materially being under the influence of alcohol or drugs, except as properly used as prescribed by a registered qualified medical practitioner.

Section 3 – Premiums

Premiums for **your** Policy must be paid within thirty (30) days of the commencement date of this Policy and within 30 days of each due date thereafter. If a claim arises during this period, the balance of the premium for the Policy will be deducted from any Sum Insured payable. The premiums payable are guaranteed not to change during the Period of this Insurance.

If **your** premium has not been paid by the end of these thirty (30) days, **we** can cancel this Policy by giving you thirty (30) days' notice in writing, which will be sent by post to the last address we hold for you. If **your** premium has not been paid within the thirty (30) day notice period, the Policy will be cancelled and all benefits under it will cease.

Section 4 – Policy Exclusions

This Policy is free from all restrictions as to occupation, foreign travel or residence, unless specifically stated below.

No Sum Assured shall be payable if the death of a Life Insured results directly or indirectly as a result of;

- As a result of being involved in criminal activity
- Nuclear Chemical and Biological Terrorism;
- All acts of terror
- War (declared or not);
- Suicide as defined; or
- Taking of alcohol, non-prescribed drugs.

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Section 5 – Cancelling this Policy

You have a statutory right to cancel this Policy within thirty (30) days from the commencement date of the Policy or the date the documents are received, whichever is the later. This Policy can be cancelled by completing and returning the Cancellation Form included with these documents. Providing the Cancellation Form is posted on or before the 30th day after the commencement date of this Policy, any money **you** have paid to **your representative** will be repaid, free of any charge and within thirty (30) days of receipt of the Cancellation Form.

You may cancel this Policy at any time after the 30th day after the commencement date of this Policy by writing to **your representative** (the contact details are shown on the Schedule). In the event that premium is paid monthly your Policy will be cancelled immediately. In the event that an annual premium has been paid **you** will be entitled to a refund of premium paid, subject to a deduction for the time in which **you** have been covered. This will be calculated on a proportional basis and providing **you** have not made a claim.

We can cancel this Policy by giving **you** thirty (30) days' notice in writing, which will be sent by post to the last address **we** hold for **you**. **We** will only do this for a valid reason such as:

- non-payment of premium;
- a change in risk, where cover can no longer be provided;
- non-cooperation or failure to supply information/documentation

Once the cooling-off process has started, the contract is deemed cancelled with immediate effect

Section 6 – Making a Claim

If **you** or your intended beneficiaries need to make a claim, **you** or your intended beneficiaries should contact **your representative** (using the contact details are shown on the Schedule) who will send **you** a claim form for completion.

In order for the claim to be assessed, the completed claim form will need to be returned together with the original Death Certificate. In addition, **we** may need some or all of the following evidence depending on the nature and circumstances of the claim:

- Proof of the **Life Insured's** age
- Policyholder details
- Medical reports and records
- Coroners and/or police reports
- Such other information as **we** may reasonably require to assess the claim.

If the age of the **Life Insured** was understated when this Policy commenced, then the Sum Insured shall be reduced to such a sum as would have been Insured had the age been correctly stated.

- (a) (i) If **we** establish that **you** make a fraudulent claim under this **policy**, **we**:
- (a) are not liable to pay the claim; and
 - (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act, in writing to **you** at **your** address shown in the Schedule.
- (ii) If **we** exercise **our** right under clause (a) (i) (c) above:

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- (a) **we** shall not be liable to **you** in respect of a **relevant event** occurring after the time of the fraudulent act; and
- (b) **we** need not return any of the premiums paid.

Dated in England this 21st day of April 2022

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Cancellation form

IMPORTANT NOTICE

ONLY RETURN THIS FORM IF YOU WISH TO CANCEL YOUR POLICY

To:
"Your Representative"
Finch Commercial Insurance Brokers Ltd
Lumiara House
Flexford Road
Baddesley
Southampton
SO52 9DF

Email: traineepilots@finchinsurance.co.uk

I hereby give notice that **I have decided not to proceed with this Policy** and I require the return of any money paid to you in connection with it, which I am entitled to have returned.

I have attached my Policy.

Signed : _____ Policyholder

Signed: _____ Life Insured

Date : ____/____/____

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