

The products on this form are designed for appointed non-professional executors and arranged by Arthur J. Gallagher & Co.

1. Your details

Full name

Date of birth

Address

Postcode

Telephone Mobile

Email

2. Deceased's details

Full name

Date of death

3. Cover details

Please note the value of the estate:

0- £150,000	<input type="checkbox"/>	£150,001-£250,000	<input type="checkbox"/>	£250,001-£500,000	<input type="checkbox"/>
£500,001-£750,000	<input type="checkbox"/>	£750,001- £1,000,000	<input type="checkbox"/>		

Please note amount of additional non-professional joint executors

Period of insurance

The premiums stated above represent the premiums due for 18 months of cover followed by a 72 month run-off period for the discovery of claims for negligence occurring within the 18 month policy period. This is not an annual policy.

4. Statement of fact

By accepting this insurance you confirm that the facts stated below are true. We have relied on your answers to our questions, and all information you or anyone on your behalf provided in deciding to accept this insurance and in setting the terms and premium. Each executor applying for cover must complete the statement of fact and make sure that all information is accurate and complete and that you have taken care to answer all questions honestly and to the best of your knowledge.

You must tell us, as soon as possible, if there are any changes to the information you have given to us, including if any of the answers below or supporting information provided to us is no longer accurate. We may then amend the terms of this policy.

If you are in any doubt, please contact us.

1. You have been appointed as an executor by the deceased in relation to a will being read wholly under the laws of England, Scotland, Wales or Northern Ireland and where the deceased did not die intestate. Yes No
2. You are an individual consumer and are not purchasing this insurance in any professional capacity. Yes No
3. You are not aware of any act, error, omission, fact or circumstance which is likely to give rise to a claim which may fall for consideration under the cover provided in this policy. Yes No
4. You were made aware of your appointment as an executor within 30 days of the death of the deceased. Yes No
5. No more than 30 days have passed since the time you were first aware of your appointment as an executor before the purchase of this insurance policy. Yes No
6. You have no knowledge of any disputes or ill feeling between the beneficiaries of the estate. Yes No

7. If you are appointed a joint executor of the will you are purchasing this insurance for all joint executors and all joint executors are individual consumers and are not purchasing this insurance in any professional capacity. Yes No
8. To the best of your knowledge you do not believe that the value of the estate exceeds £1,000,000. Yes No
9. You have read and understood the executors' duties checklist form. Yes No
10. You have established and recorded or will attempt to establish and record within a reasonable period of time all of the assets and liabilities of the deceased's estate. Yes No
11. You have completed and submitted to Her Majesties Revenue and Customs or will complete within a reasonable period of time and submit to Her Majesties Revenue and Customs all necessary tax returns for inheritance tax, capital gains tax, income tax and stamp duty land tax. Yes No
12. You have completed and submitted, or will complete and submit within a reasonable period of time, an application for the Grant of Probate and have on oath declared that the information on the application is correct. Yes No
13. You have established and recorded the renewal dates or will attempt to establish and record within a reasonable period of time the renewal dates for all insurance policies held by the deceased and ensure that insurance cover remains in force until your responsibilities as the executor are complete. Yes No
14. You have never been convicted of or charged with any offence, other than a motoring offence or conviction spent under the Rehabilitation of Offenders Act 1974. Yes No
15. You have never been declared bankrupt or become insolvent or made any voluntary arrangement with creditors or been subject to enforcement of a judgement debt either in a personal capacity or as a business. Yes No
16. You have not had an insurance or proposal cancelled, withdrawn, declined or made subject to special terms. Yes No

5. Insurance details

Important notice for your protection

Within 30 days of receipt of this proposal acceptance form by us, you will be sent your policy documents which contain full details of your cover and other important information. Please take time to read these documents carefully, particularly noting the policy exclusions and limitations.

Please ensure that the details in the policy documents are correct.

In the event that you change your mind you have 14 days to cancel the policy and, providing that no claims have been made, receive a full refund. After that period you can cancel your policy by giving 30 days notice.

6. Acceptance

I would like to proceed with cover to start on*

/ /

*Please add today's date.

Please note that cover will only commence once you have received confirmation from Hiscox.

I confirm that I have read the statement of fact section above and I accept and agree the offer of insurance based on the cover and limits detailed above. Yes No

If No, please speak to your broker.

7. Information

In deciding whether to accept the insurance 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.

You must tell us, as soon as possible, if there are any changes to the information you have given us. If you are in any doubt, please contact us or your insurance agent.

When we are notified of a change we will tell you if this affects your policy. For example we may cancel your policy in accordance with the cancellation condition, amend the terms of your policy or require you to pay more for your insurance.

If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

8. Misrepresentation

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

If we establish that you were careless in providing us with the information we have relied upon in accepting the insurance and setting its terms and premium we may: (i) treat the insurance as if it never existed, refuse all claims and return the premium. (We will only do this if we provided you with insurance cover which we would not otherwise have offered); (ii) amend the terms of the insurance (We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness); (iii) charge more for the insurance or reduce the amount we pay on a claim in the proportion that the premium you have paid bears to the premium we would have charged you; or (iv) cancel the insurance in accordance with the cancellation condition of the insurance.

We or your insurance agent will write to you if we: (i) intend to treat this insurance as if it never existed; (ii) need to amend the terms of your policy; or (iii) require you to pay more for your insurance.

9. Data protection

By signing this proposal acceptance form you consent to Hiscox using the information we may hold about you for the purpose of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities.

Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

10. Declaration

You must read this before signing below.

I/We declare that (a) this questionnaire has been completed after proper enquiry; (b) its contents are true, accurate and complete and (c) reasonable care has been taken to answer all questions honestly and to the best of my/our knowledge.

Name

Signature

/ /

Date

Please return this proposal acceptance form to your broker once it has been completed.

A copy of this proposal acceptance form and any other information supplied to us for the purposes of obtaining this insurance should be retained for your records.

11. Complaints

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any questions or concerns about the sale of your policy or the service offered by your broker, you should contact Arthur J. Gallagher:

Telephone: 01268 602602

Email: andrew.sinclair@gilesinsurance.co.uk

Address:

Arthur J. Gallagher
2nd Floor Vantage House
6-7 Claydons Lane
Rayleigh
SS6 7UP

If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705

or by email at customer.relations@hiscox.com.

If you are dissatisfied with the final response from your broker or from Hiscox, you may have the right to refer your complaint to the Financial Ombudsman Service. For more information regarding the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

Please note that you will have six months from the date of the final response regarding your complaint, to refer it to the Financial Ombudsman Service.