

This is to certify that in accordance with the authorisation granted under Contract to the undersigned by Arch Insurance Company (Europe) Limited and in consideration of the premium specified in the Schedule We, the Insurers named below, are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

We hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay *You* in respect of the contingencies or events specified in the sections of the Certificate. However this Certificate only applies to those Sections as indicated in the Schedule attached to this Certificate.

The Certificate, Schedule, Exclusions and General Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Certificate, Schedule, Exclusions and General Conditions shall bear the same meaning wherever it may appear.

Please read **this Certificate** and, if it is incorrect, return it immediately for alteration.

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Signed by **DUAL CORPORATE RISKS LIMITED** acting for
Arch Insurance Company (Europe) Limited

CRIME

Section 1. Insurance Cover

In consideration of payment of the premium and in reliance upon all statements made and information provided to the *Insurer*, and subject to all terms and conditions and limitations of the *Certificate*, *Insurers* agree to indemnify the *Insured* in respect of *Loss* resulting directly from the following act(s) where the *Loss* or act is both committed and first *Discovered* during the *Certificate Period* and notified to the *Insurer* during the *Certificate Period* or the *Discovery Period*

1. A criminal act, which is fraudulent or dishonest, of an *Employee*, acting alone or in collusion with others, committed:
 - a) within the *Geographical Limits* ;and
 - b) with the intent to:
 - i) cause the *Insured* to sustain a *Loss*; and
 - ii) obtain financial benefit for that *Employee*, or for any other person or organisation intended by that *Employee* to receive the benefit; and
2. A criminal act, which is fraudulent or dishonest, of a *Third Party* committed:
 - a) within the *Geographical Limits*; and
 - b) with the intent to:
 - i) cause the *Insured* to sustain a *Loss*; and
 - ii) obtain financial benefit for that *Third Party* or for any other person or organisation intended by that *Third Party* to receive the benefit; and

Section 2. Definitions

1. *Associated Company* means a company in which the *Insured* owns more than twenty per-cent of the share capital and retains management control.
2. *Certificate Period* means the period of time specified in Item 2 of the Schedule or any other period agreed in writing between the *Insured* and *Insurers*.
3. *Discovery* or *Discovered* means when the *Insured* becomes aware of a fact which would cause a reasonable person to assume that a *Loss* has been or will be incurred, even though the exact amount or detail of the *Loss* may not then be known.
4. *Discovery Period* means the period of time specified in Item 4 of the Schedule, following termination or expiry of this *Certificate* during which written notice may be given to the *Insurer* of any *Loss* first *Discovered* during such period of time in connection with any act committed prior to the end of the *Certificate Period* and otherwise covered by this *Certificate*
5. *Employee* means:
 - a) any natural person, other than a director or partner of the *Insured* (save where the director or partner are also an *Employee* of the *Insured* and are performing acts within the scope of their duties as an *Employee*), who during the *Certificate Period* has entered into or was under a contract of service within the *Geographical Limits* with the *Insured*, in the ordinary course of the *Insured*'s business, and whom the *Insured*:
 - i) compensates by salary, wages or commissions, and
 - ii) has the right to govern and direct in performance of such service and whom reports directly to the *Insured* including part-time or temporary employees subject to the above provisions.
 - b) students gaining work experience with the *Insured*.
 - c) any individual or individuals assigned to perform employee duties for the *Insured* by any agency furnishing personnel on a contingent, part-time or contractual basis; provided, however, that this *Certificate* does not cover any *Loss* caused by such individual if such *Loss* is also covered by any insurance or suretyship held by the agency furnishing the temporary personnel to the *Insured*;
 - d) any trustee, fiduciary, administrator or officer of any pension or employee benefit plan established by the *Insured* for the benefit of the past, present and future *Employees* of the *Insured* or their respective beneficiaries.

- e) any ex *Employee* of the *Insured*, for 60 days following termination of their employment with the *Insured*, other than where Condition 19 applies.
 - f) any natural person to whom the *Insured* outsources any normal administrative *Function*, provided that the *Insured* can demonstrate that they vetted the natural person for competency and honesty prior to the outsourcing.
6. *Geographical Limits* means the Geographical Limits stated in Item 5 of the Schedule.
 7. *Insured* means the insured named at item 1 of the Schedule and any *Subsidiary* or *Associated Company*.
 8. *Insurer* means the Insurer named in Item 12 of the Schedule.
 9. *Loss* means direct financial loss resulting from appropriation of *Money*, *Securities* or *Property*, sustained by the *Insured*, up to the amount specified in the applicable section of the Schedule, excluding any fines or penalties.

Loss does not mean any *Loss* resulting from or amounting to any dealing or trading in *Securities*, commodities, futures, options, foreign, or federal funds, currencies, foreign exchange and the like unless such *Loss* was caused by fraudulent or dishonest acts of an *Employee* and results in the *Employee* making improper financial gain for themselves or for any other individual or organisation intended by such *Employee* to receive such benefit.
 10. *Money* means money, including, currency, coins, bank notes, bullion, cheques, travellers cheques, registered cheques, postal orders and money orders held for sale to the public.
 11. *Premises* means the interior part of a building including contents, fixtures and fittings, occupied by the *Insured* in the conduct of their business.
 12. *Property* means tangible property belonging to the *Insured* or owned by another for which the *Insured* has physical control and is legally responsible, excluding *Premises*, *Money* and *Securities*.
 13. *Securities* means all negotiable and non-negotiable instruments or contracts including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either *Money* or other property.
 14. *Subsidiary Company* means a company as defined in Section 736 of the Companies Act 1985 or any amendment or re-enactment thereof.
 15. *Third Party* means any natural person other than an *Employee*, The *Insured* or partner of the *Insured* and the *Insurer*.

Section 3 Exclusions

The insurance provided by this *Certificate* excludes:

1. **Defence Costs**
Legal costs and expenses incurred by the *Insured*, save as provided in Condition 1.
2. **Consequential Loss**
Indirect or consequential loss of any nature, including but not limited to any loss of income or profit, interest and dividends not realised by the *Insured* or any other individual or organisation because of a *Loss* covered under this *Certificate*.
3. **Proprietary Information, Trade Secrets etc**
Loss arising from loss of and/or damage to proprietary information, trade secrets, confidential processing methods, or other confidential information of any kind.
4. **Inventory or Profit and Loss Computation**
Loss or that part of any *Loss* the proof of which, either as to its factual existence or as to its amount, is dependent upon a profit and loss computation or a comparison of inventory records with a physical count of the inventory alone. However, if an *Employee* is involved and is identified, inventory records and a physical count of the inventory can be used as supporting documentation of the *Loss*.
5. **Credit**
Loss caused by forgery or alteration of or in any instrument received by the *Insured* in purported payment for property previously sold and delivered on credit.
6. **Damage to Premises**
 - a) Damage to or destruction of any or loss of *Premises* or building; and/or

- b) damage and/or loss caused by fire,
unless covered under Extension 4.

7. Computers

Loss caused by any contractor or agent or other third party granted access to computer hardware systems software or programs operated by the *Insured*.

Loss resulting from loss of computer time or use.

8. Armoured Motor Vehicle/Security Company

Damage to and/or loss of *Money*, *Securities* or *Property* while in the custody of any armoured motor vehicle company or security company, unless such damage and/or *Loss* is in excess of the amount recovered, recoverable, received by the *Insured* under:

- a) the *Insured's* contract with the armoured motor vehicle company or security company, or
- b) any insurance and/or indemnity in force in whatever form carried by the armoured motor vehicle company or security company for the benefit of users of its service.

9. Prior Acts

Loss caused by an *Employee* following Discovery by the *Insured*, or any partner or officer of the *Insured* that such *Employee* has committed any dishonest or fraudulent act, whether such act be committed before or after the date of employment by the *Insured*.

Any indemnity to the *Insured* in respect of an *Employee*, if, prior to the commencement of this *Certificate*, any similar insurance for the *Insured's* benefit was cancelled by any *Insurer* in respect of that *Employee*.

Loss discovered during the period allowed for discovery under any prior insurance.

10. Kidnap/ Ransom/Extortion/Blackmail

Loss caused by actual or threatened, kidnap, ransom, extortion or blackmail.

11. War and Terrorism

Loss arising from any act including but not limited to the use or threat of force any or violence and/ or harm or damage to life or to property (or the threat of such harm or damage) caused or occasioned by any person or group of persons or so claimed in whole or in part for political, religious, ideological or similar purposes or any *Loss* due to war, whether or not declared, civil war, insurrection, rebellion or revolution, acts of foreign enemies, invasion, hostilities or war like operations, civil commotion assuming the proportions of-or amounting to an uprising military or usurped powers.

12. Radioactive Contamination

Loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incidental to these.

Section 4 Conditions

1. Legal Fees

Insurers shall indemnify the *Insured* for reasonable legal fees and expenses incurred in respect of any legal proceedings brought against the *Insured* to enforce payment in respect of any written instrument as a direct result of a fraudulent or dishonest act which caused *Loss*, for which an indemnity is provided under this *Certificate*, provided that *Insurers'* prior written consent is obtained to incur such costs and/or expenses.

2. Joint *Insured*

- a) First Name *Insured*
 - i) If more than one *Insured* is covered under this *Certificate*, the *Insured* first named shall act for itself and for every other *Insured* for all purposes of this *Certificate*.
 - ii) Payment of any *Loss* under this *Certificate* by the *Insurer* to the *Insured* first named shall fully release the *Insurer* on account of such *Loss*.
 - iii) If the *Insured* first named ceases for any reason to be covered under this *Certificate*, then the *Insured* next named shall be considered as the *Insured* first named for all purposes of this *Certificate*.

b) *Discovery by Insured*

Discovery made by any *Insured* or by any partner, director or officer of the *Insured* shall constitute *Discovery* made by every *Insured*.

c) *Limit of Liability - Named Insured*

The liability of *Insurers* for *Loss* sustained by any or all *Insured* shall not exceed the amount for which *Insurers* would be liable had all such *Loss* been sustained by any one of the *Insured*.

d) *Joint Insured*

This *Certificate* is a single contract of insurance and if more than one *Insured* is covered within this *Certificate* it shall remain a single contract of insurance for the benefit of the *Insured* as joint *Insured*.

3. *Limits of Liability*

The payment of any *Loss* under this *Certificate* shall not reduce the *Insurers* liability for other *Losses*; provided that the maximum liability of *Insurers* shall not exceed the amount specified under item 3 of the Schedule or applicable endorsement in respect of any *Loss*.

Any *Loss* covered under this *Certificate* resulting from a single act or any number of acts in which the same *Employee* or *Third Party* is concerned or implicated, whether such act or acts occurred before or during the *Certificate Period*, are treated as a single *Loss* for the purpose of this *Certificate*.

Any *Loss* resulting from acts committed by unidentified persons will be considered to have been committed by one person.

4. *Deductible and Other Insurance*

Cover under this *Certificate* will be excess of the greater of the following amounts with respects to each and every *Loss*:

- a) the deductible specified in Item 3 of the Schedule, or
- b) the amount of any other insurance or suretyship available to the *Insured*, unless such other insurance or suretyship is written only as specific excess insurance over the limits of liability under this *Certificate*.

If a *Loss* is covered in part under this *Certificate* and in part under a prior similar policy or bond superseded by this *Certificate*, the deductible amount applicable to such *Loss* under this *Certificate* will be reduced by the deductible applied to such *Loss* under such other policy or bond.

5. *Proposal and representation*

In granting cover to any one *Insured*, the *Insurer* has relied upon the statements and particulars in the proposal, together with its attachments and other information supplied. All such statements, attachments and information are the basis of and are incorporated into the contract of insurance. The *Insured* shall not conceal or misrepresent any material fact or circumstance when making such representation.

6. *Discovery Period*

The *Insured* shall have the right to purchase the *Discovery Period* upon payment of the additional premium stated in Item 4 of the Schedule. The *Discovery Period* specified in item 4 of the Schedule following termination or expiry of this *Certificate*. The *Insured* shall have no right to a *Discovery Period* on renewal of this *Certificate*, nor upon expiry, cancellation, or termination of this *Certificate* or if another similar insurance policy replaces it.

7. *Basis of Valuation*

To the extent that this *Certificate* provides insurance for any of the following categories, the valuation of the relevant *Loss* shall be on the following basis:

a) *Securities*

For *Securities*, not more than the actual cash value at the close of business on the business day immediately preceding the day on which the *Loss* was *Discovered*.

b) *Books of Accounts and Records*

For *Loss* of or damage to property consisting of books of accounts or other records (other than electronic data) used by the *Insured* in the conduct of their business, if such books or records are actually reproduced, not more than the costs of blank books, blank pages or other materials plus the cost of labour and computer time for the transcription or copying of data which shall have been furnished by the *Insured* in order to reproduce such books

and other records.

c) **Electronic Data**

For the destruction, erasure or theft of electronic data used by the *Insured* while such data are stored within the *Insured's* computer systems, if such data are actually reproduced, only the cost of labour for the transcription or copying of data, which shall be furnished by the *Insured* in order to reproduce such electronic data.

d) **Damage to Premises**

For damage to the *Premises*, not more than the actual cost of repairing the *Premises* with material of like quality and value.

e) **Foreign Currency**

If a foreign currency (being a currency other than the currency in which this *Certificate* is written) is involved in a *Loss* sustained by the *Insured* under this *Certificate*, for the purpose of any calculation required in the settlement of a *Loss*, the rate of exchange, shall be the rate as offered by the *Insurers' Clearing Bank* on the date of such settlement.

f) **Other Property**

For other property (not included in Condition 7), for not more than the actual cash value at the time of *Loss* or no more than the actual cost of repairing such other property or of replacing same with property or material of like quality and value, provided that, the actual cash value of such other property held by the *Insured* as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the *Insured* when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

8. Settlement of Loss

- a) The *Insurer* may, with the consent of the *Insured*, settle any claim for *Loss of Property* with the owner. Any *Property* for which the *Insurer* has indemnified shall become the property of the *Insurer*.
- b) The *Insurer* may, at their discretion, pay either the actual cash value, or make repairs or replacements. If the *Insurer* and the *Insured* cannot agree upon the cash value or the cost of repairs or replacements, the cash value or costs shall be determined by arbitration.

9. Non-Accumulation of Liability

Regardless of the number of years this *Certificate* shall continue in force and the number of premiums which shall be payable or paid, the limit of the *Insurer's* liability, as specified in the Schedule, shall not be cumulative from year to year or period to period.

10. Consolidation, Merger or Acquisition

If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become *Employees*, or if the *Insured* shall thereby acquire the use and control of any additional premises, the insurance afforded by this *Certificate* shall also apply as respects such *Employees* and *Premises*, provided that the *Insured* shall:

- a) give the *Insurer* written notice within thirty days of the acquisition, and
- b) give the *Insurer* such other additional information as *Insurers* may reasonably require, and
- c) pay the *Insurer* any additional premium they require.

11. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect or waive or change any part of this *Certificate* or stop *Insurers* from asserting any right under the terms of this *Certificate*; nor shall the terms of this *Certificate* be waived or changed, except by endorsement to this *Certificate* signed by an officer of the *Insurer*.

12. Jewellery etc Loss

Loss of or damage to any jewellery, precious metals, precious stones shall not be covered under this *Certificate* unless the items at the time of the loss or damage had been in a vault, safe or strongroom and:

- a) the door of the vault, safe or strongroom had been equipped with a combination lock and/or key lock and all doors had been duly closed and locked by the combination locks and/or key lock; and
- b) the *loss* or damage was caused by a person making criminal entry into the vault, safe or strongroom; and

c) the entry was made by force or violence.

13. Unidentified Employee

In the event that a *Loss* is alleged to have been caused by the fraud or dishonesty of any one or more *Employee* and the *Insured* shall be unable to designate the specific *Employee* or *Employees* causing such *Loss*, subject to the terms of condition of this *Certificate*, the *Insured* will be entitled to an indemnity, provided that the evidence submitted proves beyond reasonable doubt that the *Loss* was due to the fraud or dishonesty of one or more of the said *Employees*, and provided, further that *Insurers* aggregate liability for such *Loss* shall not exceed the Limit of Liability applicable to Section 1.

14. Credit Cards

No indemnity shall be provided under this *Certificate* in relation to *Loss* resulting from the use of a credit card unless the *Insured* or the party to whom the card was issued fully complied with the terms and conditions under which the card was issued.

15. Limit of Liability under this Certificate and Prior Insurance

With respect to a *Loss* which occurs partly during the *Certificate Period* and partly during the period of other policies of the *Insured* which are terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time the *Loss* is discovered, the total liability of the *Insurer* under this *Certificate* and under such other policies shall not exceed, in the aggregate, the applicable amount specified in the Schedule for the *Loss* or the amount available to the *Insured* under the other policies, as limited by the terms and conditions for the *Loss*, if the latter amount is larger.

16. Loss Under Prior Certificate

If cover under this *Certificate* is substituted for any prior policy of insurance, which was terminated, cancelled or was allowed to expire as at the time of the substitution, *Insurers* agree that cover applies to *Loss* which is *Discovered* and which would have been recoverable by the *Insured* under such prior policy, save that the time within which to discover such loss had expired, provided that:

- a) the cover provided by this clause shall be part of and not in addition to the level of cover afforded by this *Certificate*;
- b) such *Loss* would have been covered under this *Certificate* had the *Certificate* been in force when the acts or events causing the *Loss* were committed or occurred; and
- c) recovery under this *Certificate* on account of such *Loss* shall not exceed the amount which would have been recoverable under this *Certificate* in the amount for which it is written as at the time of the substitution, had the *Certificate* been in force when the acts or events were committed or occurred, or the amount which would have been recoverable under such prior policy had the policy continued in force until the discovery of the loss, if the latter amount be smaller.

17. Recoveries

Recoveries whether effected by *Insurers* or the *Insured*, less the cost of recovery, shall be distributed as follows:

- a) First, to the *Insured* for the amount of any *Loss* which would have been covered under the *Certificate* but for the limits of liability, less any applicable *Deductible*.
- b) Second, to *Insurers* for the amount paid under the *Certificate* in relation to the *Loss*.
- c) Third, to the *Insured* for the *Deductible*.
- d) Fourth, to the *Insured* for any *Loss* excluded under the *Certificate*.

18. Subrogation

Anyone making a claim under this *Certificate* must at *Insurers'* request and expense do anything *Insurers'* reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which *Insurer's* would be entitled or subrogated upon paying or making good any *Loss* under this *Certificate*, whether such actions are required before or after *Insurer's* agree to indemnify or indemnify under this *Certificate*.

19. Cancellation of Employee Cover

The insurance provided under this *Certificate* shall be cancelled in relation to the acts of any *Employee* upon the date and at the time specified in a written notice posted to the *Insured* by *Insurers*, the date not to be less than fifteen days after the date of posting. Posting by *Insurers* of the written notice to the *Insured's* address shown in the Schedule shall be sufficient proof of notice. Delivery of the written notice by *Insurers* to the *Insured* shall be equivalent to posting.

20. Signature

The insurance provided by this *Certificate* is only operative if the *Certificate* bears the signature of an authorised representative of the *Insurer*.

21. Intention

For the purposes of this *Certificate*, recklessness or inadvertence do not constitute intent.

22. Legal Proceedings

No action shall lie against *Insurers*:

- a) unless as a condition precedent, the *Insured* has complied with all the terms of this *Certificate*;
- b) until ninety days after the required proofs of loss have been filed with *Insurers*;
- c) unless legal proceedings are commenced within two years from the date when the *Insured* discovered the *Loss*.

If any limitation of time for notice of loss or legal proceedings is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this *Certificate*, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation stated in this *Certificate*.

23. Fraudulent Claims

If the *Insured* shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this *Certificate* shall be void and all claims under it shall be forfeited.

24. Assignment

This *Certificate* and any rights under it cannot be assigned without written consent of *Insurers*.

25. Contracts (Right of Third Parties) Act 1999

Pursuant to Section 1(a) and Section 1(2) of the Contracts (Rights of Third Parties) Act 1999, nothing in this *Certificate* is intended to confer a directly enforceable benefit on any party other than the *Insured*.

26. Arbitration

If any difference shall arise as to the amount to be paid under this *Certificate* (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that respect for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the *Insurer*.

27. Interpretation and Governing Law

The construction, interpretation and meaning of the terms, exclusions, limitations and conditions of this *Certificate* shall be determined in accordance with the law(s) of the England and Wales and in accordance with the English text as it appears in this *Certificate* and the English Courts shall have exclusive jurisdiction over any dispute arising in relation to this *Certificate*.

Section 5 Notification

As a condition precedent to *Insurers'* obligations under this *Certificate*, the *Insured* shall:

1. give written notice to the *Insurer* as soon as practicable and following *Discovery* but in any event no later than 30 days or before the *Discovery Period* whichever is the sooner.
2. give notice to the police or relevant authority of the *Loss*;
3. provide the *Insurer* with all information and documents they request;
4. co-operate fully with the *Insurer* in all matters relating to the *Loss*; and
5. provide the *Insurer* with full details of the *Loss*, including providing a completed proof of loss form, in the format specified by the *Insurer*, within 6 months of the written notice given in accordance with clause 5.1.

Written notice shall be sent to the address stated in Item 9 of the Schedule.

Section 6 Extensions (cover only applies if shown as "Covered" in Item 10 of the Schedule)

Subject to the terms and conditions of this *Certificate*, insurance is included for the following:

1. Investigation Costs

External investigation costs in establishing the existence and amount of any *Loss* covered under this *Certificate* exceeding the Deductible, incurred with the *Insurer* prior written consent:

2. Auditors' Fees

Auditors' fees necessarily incurred by the *Insured*, with the prior written consent of *Insurers*, in respect of a *Loss* covered under this *Certificate*. The amount payable under this Extension will be part of the Limit of Liability stated in Item 3 of the Schedule. This Extension shall not apply in respect of *losses* falling within the Deductible stated under Item 3 of the Schedule.

3. Computer Program and Data Restoration

The costs of restoration or rewriting or amending the *Insured's* data (whether or not contained in a manuscript record, account, microfilm, tape, or other record), computer systems or software programs, where the restoration, rewriting or amendment is necessary to restore the data, correct the programs or amend the security codes following a *Loss* covered under this *Certificate*, incurred with the *Insurers'* prior written consent.

4. Damage to Premises, Safes and Vaults

The physical loss of or damage to the *Premises* and/or damage to the *Insured's* safes or vaults caused by a fraudulent or dishonest act by a *Third Party* or an *Employee* being carried out by forcible and violent means committed with the intent to cause the *Insured* to sustain a *Loss*.

5. Credit Cards

Loss arising out of fraudulent or dishonest acts by a *Third Party* or *Employee* in relation to the use of credit cards issued to any partner, officer, or *Employee* of the *Insured* or to the *Insured's* spouse or any child residing permanently in the *Insured's* residence.

Please note that this page replaces the content on the inside back cover of this Certificate.

Our Regulatory Status

This insurance is underwritten by DUAL Corporate Risks Limited (Company No. 4160680) on behalf of Arch Insurance Company (Europe) Limited (Company No. 4977362). Both DUAL Corporate Risks Limited and Arch Insurance Company (Europe) Limited are authorised and regulated by the Financial Services Authority. The Registration Numbers at the FSA are 312593 and 229887 respectively. These details may be checked by visiting the Financial Services Authority website at www.fsa.gov.uk/register. Alternatively the Financial Services Authority may be contacted on 0845 606 1234.

DUAL Corporate Risks Limited is a member of the Financial Services Compensation Scheme (FSCS). Compensation under the scheme for insurance advising and arranging is covered for 100% of the first GBP 2,000 and 90% of the remainder of the cost, without any upper limit. However for risks incepting on or after 1st January 2010, compensation under the scheme for insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Arch Insurance Company (Europe) Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if it is unable to meet its liabilities under this insurance certificate. This depends upon the type of business and the circumstances of the claim. Further Information about the compensation scheme arrangements is available from the FSCS or by visiting the FSCS website at www.fscs.org.uk.

How to Complain

We intend to provide an excellent service to you, however, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive, please contact either your insurance broker or

The Managing Director
DUAL Corporate Risks Limited
140 Leadenhall Street
London
EC3V 4QT

Please state the nature of your complaint, the certificate and/or claim number.

If after taking this action you are still unhappy with our response please write to:

Chief Executive Officer
Arch Insurance Company (Europe) Limited
6th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from The Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall London E14 9SR
Telephone – 0845 080 1800
Email – enquiries@financial-ombudsman.org.uk
Website – www.financial-ombudsman.org.uk
The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against DUAL Corporate Risks Limited or Arch Insurance Company (Europe) Limited.