



SafeHaven Policy Summary



This document provides a summary of the significant features, benefits, limitations and exclusions of the cover provided by the SafeHaven policy under DUAL Corporate Risks' Evolution Individual D&O Certificate of Insurance. This document is a Policy Summary only and does not contain the full terms and conditions, which can be found in the Certificate wording.

This summary is not part of the Certificate Wording.

The DUAL Evolution Individual D&O certificate is underwritten by DUAL Corporate Risks Limited on behalf of Arch Insurance Company (Europe) Limited and is an annual contract that may be renewed at expiry of a period of insurance subject to our terms and conditions and your needs, as discussed with McParland Finn Limited (MFL).

This type of certificate covers individual Directors' & Officers' Liability and is suitable for UK Directors.

SIGNIFICANT FEATURES & BENEFITS AND SIGNIFICANT EXCLUSIONS OR LIMITATIONS:

The following notes the main policy features and benefits along with any significant exclusions and limitations.

The DUAL Evolution Individual D&O Certificate is underwritten on a 'Claims Made' basis, requiring the claim to be notified to insurers as soon as practicable and always during the Certificate Period shown in the policy schedule.

STANDARD COVER (Numbers in brackets relate to the item as numbered in the Certificate Wording.)

Directors' & Officers' Liability (1) – The individual liability of a director or officer of a company where that company's ability to pay a claim has been exhausted. This includes any payments under another insurance policy.

LIMIT OF LIABILITY

The Limit of Liability basis is any one claim and in the annual aggregate. Costs and other expenses are payable within the policy limit.

EXCESS

No excess applies to cover under this policy.

GENERAL CONDITIONS

Allocation (7.1) – Where you are joined in an action and the other party or parties are not insured, the insurers will use their best efforts to agree a fair and proper apportionment of that claim between what is covered and what is not covered.

Changes In Exposure (7.2) – Cover is automatically provided for any new appointments to a limited company from the date of such appointment.

Representations (7.3) – Cover is based on a Statement of Facts you supply to insurers. If anything within this is untrue or inaccurate, insurers have the right to treat the insurance as though it never existed.

Other Insurance (7.4) – This policy only operates once any other policy covering these risks has been exhausted.

Territory (7.5) – Cover is provided for work undertaken anywhere in the world under a UK appointment, other than USA/Canada.

Termination/Cancellation (7.6) – In the event of termination or cancellation of this policy, no return of premium will be made.

Subrogation and Assignment of Rights (7.7) – You have a duty under the policy to co-operate with your insurers in the handling of any claim. This may include the assignment of your rights to insurers to assist in recovering monies from other parties and/or the general handling of the claim.

Assignment of Certificate (7.8) – You may not assign the policy without the insurer's written consent.

Governing Law and Jurisdiction (7.9) – The policy terms and conditions shall be construed under the laws of England and Wales.

Unintentional Non-Disclosure (7.10) – The insurers will not exercise their right to void the policy or refuse cover should you unintentionally fail to disclose or unintentionally misrepresent information provided to them.

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INSURANCE FOR YOUR REPUTATION



SafeHaven Policy Summary Cont'd



EXCLUSIONS

Prior Claims, Circumstances or Proceedings (3.1) – No cover is provided in respect of any matter if written notice has been given under a policy prior to this insurance commencing.

Personal Injury/Property Damage (3.2) – No cover is provided in respect of claims arising for injury to any person or damage to any property.

Pollution (3.3) – No cover is provided for claims for pollution.

Dishonest/Fraudulent Acts (3.4) – No cover is provided (other than in respect of costs including fees, charges and expenses) in respect of claims arising from your dishonesty, fraud or intentional breach of any law.

Professional Services (3.5) – No cover is provided in respect of claims for any service or advice provided by you to a client or customer of the company with whom you carry an appointment.

Personal Profit or Gain To Which The Person Is Not Legally Entitled (3.6) – No cover is provided for claims arising from any personal profit, remuneration or advantage to which you were not legally entitled.

Insolvency (3.7) – No cover is provided (other than in respect of costs including fees, charges and expenses) for any claim arising from insolvency.

USA/Canada (3.8) – No cover is provided in respect of any claim brought in the jurisdiction of the USA or Canada.

YOUR RIGHT TO CANCEL

If this cover does not meet with your requirements, please return all your documents and any certificate to the MFL within 14 days of receipt. We will return any premium and administration fee paid in full.

TERMINATION

If you wish to terminate the contract at any other time, please contact MFL. No return of premium will be provided.

LAW AND JURISDICTION

The Policy shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute unless otherwise agreed.

DATA PROTECTION NOTICE

DUAL Corporate Risks Limited and McParland Finn Limited hold data in accordance with the Data Protection Act of 1998. Data may be passed to other organisations who supply products and services associated with this contract of insurance. We may share information you give us with other organisations and public bodies, including the Police in order to verify information or to prevent and detect fraud.

TO MAKE A COMPLAINT

MFL will handle all complaints fairly and promptly. Our Complaints Procedure complies with the FSA Rules. All complaints should be addressed to The Complaints Director, McParland Finn Ltd, Barlow House, Minshull Street, Manchester M1 3DZ and will be acknowledged in writing within 5 working days. If we are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Full details and further information on the scheme are available from the FSCS.

REGULATORY STATUS

This insurance is underwritten by DUAL Corporate Risks Limited on behalf of Arch Insurance Company (Europe) Limited.

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INSURANCE FOR YOUR REPUTATION



SafeHaven Policy Summary Cont'd



REGULATORY STATUS CONTINUED

DUAL Corporate Risks Limited, Arch Insurance Company (Europe) Limited and McParland Finn Limited are authorised and regulated by the Financial Services Authority. 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, 140 Leadenhall Street, London, EC3V 4QT
Registered in England and Wales 04160680
Authorised and regulated by the Financial Services Authority, Registration No. 312593

McParland Finn Limited, Barlow House, Minshull Street, Manchester M1 3DZ and 4 St David's Court, David Street, Leeds LS11 5QA
Registered in England 2817700
Authorised and regulated by the Financial Services Authority, Registration No. 467933

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INSURANCE FOR YOUR REPUTATION