

PRIVATE ART, VALUABLES AND COLLECTORS POLICY WORDING





INTRODUCTION

- Your policy is a legal document and consists of this document, the schedule
 and any endorsements. Please read these documents carefully and let your
 intermediary or us know if any correction is necessary in order to meet your
 needs.
- Your attention is drawn to the "Important Information" section overleaf.
- Your policy has been arranged on your behalf on the understanding that, in return for the premium shown in the schedule, we agree to insure you subject to the terms and conditions set out in this policy including any endorsements.

Please note that this **policy** sets out certain obligations on **you** and that **your** non-compliance with these obligations may affect the **cover** provided by **us** under this insurance.

IMPORTANT INFORMATION

HOW TO GET HELP

If you need any help understanding this **policy**, please contact your intermediary shown in the **schedule** in the first instance, or **us** at:

Protect Underwriting LLP,

1st floor, 63 St Mary Axe, London EC3A 8AA. UK

Telephone: +44 (0)20 3889 7980

Email: fineart@protectunderwriting.com

CLAIMS TELEPHONE: +44 (0)20 3889 7989

CLAIMS EMAIL: fineartclaims@protectunderwriting.com

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HOW LONG THIS POLICY IS VALID

This **policy** is valid for the **period of insurance** as specified in the **schedule** and will expire at the end of the **period of insurance**. Any extension or renewal of **cover** must be agreed by **us** in writing.

LAW APPLICABLE TO THIS POLICY

Unless **we** have agreed otherwise in writing in the **schedule**, this **policy** is governed by the laws of England and Wales. If a dispute arises from or in connection with this **policy**, **you** and **we** agree that the dispute will be dealt with under the jurisdiction of the courts of England.

CLAIMS

Section 5 ("Claims") explains **your** and **our** responsibilities when making a claim under the **policy**.

If **you** do not follow the conditions listed under Section 5, it could adversely affect any claim made under this **policy**.

IMPORTANT INFORMATION

If **you** are unsure of **your** responsibilities in relation to Section 5, please contact **your intermediary** shown in the **schedule** in the first instance, or **us** at the above contact details.

CANCELLATION

Section 6 ("Cancellation") explains your and our cancellation rights under the policy.

You have a statutory right to cancel **your policy** within 14 days from (a) the day of purchase or renewal of the **policy** or (b) the day on which **you** receive **your policy** or the renewal documentation, whichever is the later.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For **your** cancellation rights outside of the statutory cooling off period (the 14 days referred to above), please refer to Section 6.

To cancel, please contact **your intermediary** shown in the **schedule** in the first instance, or **us** at the above contact details.

COMPLAINTS

Section 7 ("Complaints") explains your rights to make a complaint.

We aim to provide all of **our** customers with excellent service. However, **we** acknowledge that there may be times when **you** may need to contact **us** to make a complaint.

If **you** are dissatisfied with any aspect of **our** service or have cause to complain, please contact **your intermediary** in the first instance.

If **you** remain dissatisfied, **you** may, if **you** wish, refer **your** complaint to **us**, or to Lloyd's, or to the Financial Ombudsman Service.

For all contact details, please refer to Section 7.

INFORMATION YOU HAVE GIVEN TO US

In deciding to provide 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 made under this **policy**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay any and 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 the insurance provided by us (for example, we may amend the premium, terms of the scope of cover, or maximum sum insured, amongst other things). We may apply these amended terms as if they were already in place if a claim has been impacted by your carelessness;
- Reduce the amount **we** pay on a claim in the proportion that the **premium you** have paid bears to the **premium we** could have otherwise charged; or
- Cancel **your policy** in accordance with the right to cancel at Section 6 ("Cancellation").

CHANGES TO THE INFORMATION THAT YOU PROVIDED

In order to ensure that **you** are protected by this **policy**, **you** must ensure that the information provided to **us**, is accurate and up to date. If there are changes, please contact **your intermediary** shown in the **schedule** in the first instance, or **us**, as soon as possible, these changes would include:

- Any changes in the security arrangements or occupation of the properties listed on your policy;
- If **you** plan for items to be displayed or exhibited at a gallery, museum, art fair or exposition.

If **you** are in any doubt as to whether or not to notify **us** of a change, please contact **your intermediary** in the first instance or **us**. **We** will notify **you** if these changes affect **your policy**. Depending on the changes, **we** may:

INFORMATION YOU HAVE GIVEN TO US

- Amend the terms of the insurance **cover** provided by **us**;
- Require an additional **premium** to be paid;
- Cancel the **policy** in accordance with **your** cancellation rights.

YOUR OBLIGATIONS

You must take all reasonable steps to:

- Maintain the **collection** in good condition and protect it from **loss**; and
- Ensure that the **collection** is adequately packed for safe transit, taking into account the artistic medium of the item and the method of transport; and
- Maintain the sum insured for **your collection** at a level that represents the replacement cost or current market value, whichever is the greater.



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1. WORDS WITH SPECIAL MEANINGS

Throughout this **policy** certain words appear in **bold**. Wherever the following words appear in **bold** in this **policy**, they have the following meanings:

collection

the private art and/or valuables **collection** that is the subject of this insurance **cover** as specified in the **schedule**.

cover

the insurance **cover** provided by **us** under this **policy**.

excess

the amount for which you are responsible in the event of a loss.

intermediary

the broker or other intermediary, if any, who arranged this policy on your behalf.

loss

physical **loss** or physical damage.

maximum sum insured

the most we will pay for each and every loss as shown in the schedule.

period of insurance

the period shown in the **schedule** and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept the **premium**.

policy

this document, the **schedule** and any endorsements.

premium

the amount paid or payable by **you** for **cover** under this **policy** as set out in the **schedule** or as otherwise amended by **us** in accordance with the terms of this **policy**.

schedule

the document marked "**schedule**" which sets out the specific details of and forms part of **your policy**.

territorial limits

the geographical area of the **cover** provided by this **policy**, as specified in the **schedule** and any endorsements.

us, our or we

the insurer(s) shown in the **schedule**, or Protect Underwriting LLP where they are undertaking administration as agent of the insurers.

you, your

the insured person or persons named in the **schedule**.

2. WHAT IS COVERED

2.1

Your collection is insured against **loss** within the **territorial limits** where the date of **loss** occurs during the **period of insurance**, subject to the following terms, conditions and exclusions.

2.2

Please see Section 3 ("What is not **covered**") for details of the exclusions to this **cover**.

2.3 WHAT **WE** WILL PAY:

The most we will pay for any loss made under this policy is the maximum sum insured.

a) Basis of valuation

i. Specified items:

If the item(s) in question is specifically mentioned in the **schedule**, or an inventory which **you** have agreed with **us**, then the agreed value contained there will be the value of the item for the purpose of this **policy**.

ii. Unspecified items:

If the item(s) is not specifically mentioned in the **schedule**, or an inventory which **you** have agreed with **us**, then the value of that item(s) will be the fair market value, as assessed on the date of **loss**. In any event, **we** will not pay more than sub-limit per item shown in the **schedule**.

b) Total or partial loss

i. Total Loss:

If an item(s) is completely lost or destroyed **we** will pay the amount insured as set out in the basis of valuation above.

ii. Partial Loss:

If an item is partially lost or destroyed, **we** will pay the cost and expense of restoration of the damaged item(s) plus any resulting depreciation. In any event, **we** will not pay more than the value of the item(s) as set out in the basis of valuation above.

2. WHAT IS COVERED

c) Pairs and sets

If any item has an increased value because it forms part of a pair or set and is lost or damaged, any payment **we** make will take account of the increased value. The most **we** will pay is the value of that pair or set, as set out in the basis of valuation above.

d) Full payment

Following the payment of the full value for any item(s), pair or set in **your** collection, we will become the full owners of such item(s), pair or set and reserve the right to take possession of it.

e) Acquisitions

We will automatically **cover** any additions and/or substitutions to **your collection** insured under this **policy** and acquired during the **period of insurance**, provided that **you** notify **us** within 60 days from the date of acquisition and pay any additional **premium** due, calculated proportionately to the **premium** at the start of the **period of insurance**.

3. WHAT IS NOT COVERED

3.1 THF EXCESS

We do not **cover** the amount of the **excess** stated in the **schedule** for each and every **loss** sustained.

3.2 GENERAL EXCLUSIONS

We do not cover any loss arising directly or indirectly from, or in connection with:

- i. wear and tear; or
- ii. gradual deterioration; or
- iii. the nature of the materials which make up the item and where no intervening occurrence or external cause of damage can be identified; or
- iv. rust or oxidation; or
- v. moth or vermin; or
- vi. warping or shrinkage; or
- vii. mechanical or electrical faults or breakdown.

3.3 OTHER INSURANCE

We will not pay a claim under this **policy** if **you** have (or are able to) make a valid claim under another contract of insurance.

3.4 RESTORATION

We will not **cover** any **loss** arising directly or indirectly from or in connection with repairing, restoration, or retouching, unless **we** have instructed the repair, restoration or retouching following physical damage **covered** by this **policy**.

3.5 WAR

We do not **cover loss** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This exclusion shall not apply whilst item(s) are being transported internationally between locations.

We do not cover loss directly or indirectly occasioned by, happening through or arising as a consequence or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. WHAT IS NOT COVERED

3.6 BREACH OF SANCTIONS

We shall not provide any benefit under this **policy** to the extent of providing **cover**, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

3.7 RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

We do not **coverloss**, liability or expense directly or indirectly caused by or contributed to, by or arising from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter:
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v. any chemical, biological, bio-chemical, or electromagnetic weapon.

3.8 CYBER ATTACK

We do not cover loss directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computers of tware programme, malicious code, computer virus or process or any other electronic system other than where as a result of a Targeted Cyber Attack the use of such is in the commission of a theft, robbery, burglary, hold-up or other criminal activity which directly causes the loss, which would otherwise be covered by this policy.

A Targeted Cyber Attack means the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system where the motive is to inflict harm solely on (or upon) the Insured or the Insured's property.

3. WHAT IS NOT COVERED

Where this **policy covers** any risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising from these risks, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, this clause shall not operate to exclude **losses** (which would otherwise be **covered**) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

The conditions of this **policy**, set out below, apply to the whole of this **policy** and in some cases, explain **your** responsibilities. If **you** do not meet **your** responsibilities under these conditions, **we** may be entitled to reject or reduce **your** claim for payment. In some cases, **your policy** may be treated as void.

4.1 **PREMIUM** PAYMENT

We are providing you with this insurance on the basis that you have paid us the premium as set out in the schedule. We will not pay any claim made under this policy if the premium has not been paid within the premium payment period shown in the schedule.

4.2 PERSONAL INFORMATION

We may collect and process data relating to you so that we can:

- Administer an insurance policy for you or that provides you with insurance cover. "Administer" means we may consider an application for, provide a quotation for, issue or administer a policy of insurance for you or that provides you with insurance cover,
- Provide you with a renewal quotation (subject to you continuing to meet our underwriting criteria), and
- Fulfil **our** obligations under various financial crime prevention laws.

Under the General Data Protection Regulation it is regarded that **we** process **your** data for the performance of a contract to which **you** are a party or in order to take steps at **your** request prior to entering into a contract, to meet **your** legitimate interests, and to comply with **our** legal obligations prior to entering into a contract.

We do not use automated decision making using your data.

The data that **we** may collect includes personal data such as the name, address, telephone numbers, e-mail address, date of birth, marital status and any criminal convictions of **you** and any other person who may be subject to the insurance **policy**.

We may collect data directly from you, from a party requesting an insurance policy that may cover you, and from an insurance intermediary. You are under no obligation to provide the data, but failure to do so may mean we cannot provide a quotation or issue a policy, that an existing policy with us is subject to cancellation, or that a claim under the policy may be denied.

The data **we** collect may be shared by **us** with other parties to allow **us** to administer the **policy** or to offer **you** a renewal. This includes underwriters, insurance **intermediaries**, claims handlers, and payment processors. **We** may also share it with insurance regulators and other authorities.

We retain this data for no longer than is required to administer the **policy**. This means that if no **policy** is issued, fifteen months after the **policy** was requested; and if a **policy** is issued, seven years after expiry of the **policy**. Your data may be stored outside of the United Kingdom as we utilise cloud storage.

Individuals have certain rights relating to their personal data, which are:

- 1. The right to be informed
- 2. The right of access
- 3. The right to rectification
- 4. The right to erasure
- 5. The right to restrict processing
- 6. The right to data portability
- 7. The right to object
- 8. Rights in relation to automated decision making and profiling.

If **you** wish to exercise any of these rights, or if **you** have any concerns about privacy or data security please contact **us** at enquiries@protectunderwriting.com, or write to **us** at 1st floor, 63 St Mary Axe, London, EC3A 8AA. **You** also have the right to complain to the Information Commissioner's Office https://ico.org.uk/

WHO LLOYD'S ARE

Lloyd's are the Lloyd's underwriters identified in the **schedule** to **your** insurance **policy**.

THE BASICS

Lloyd's collect and use relevant information about **you** to provide **you** with **your** insurance **cover** or the insurance **cover** that benefits **you** and to meet Lloyd's' legal obligations.

This information includes details such as **your** name, address and contact details and any other information that Lloyd's 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, Lloyd's 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 Lloyd's needs **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 Lloyd's ability to provide the insurance **cover** from which **you** benefit and may prevent them 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, **intermediaries**, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. Lloyd's will only disclose **your** personal information in connection with the insurance **cover** that Lloyd's provide and to the extent required or permitted by law.

OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

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

WANT MORE DETAILS?

For more information about how some of the underwriters at Lloyd's use **your** personal information please see their full privacy notices, which is/are available online on **our** websites at or in other formats on request.

CONTACTING LLOYD'S AND YOUR RIGHTS

You have rights in relation to the information Lloyd's hold about you, including the right to access your information. If you wish to exercise your rights, discuss how Lloyd's uses your information or request a copy of Lloyd's full privacy notices, please contact us, or the intermediary that arranged your insurance who will provide you with our contact details using the details set out in your policy schedule.

4.3 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The terms and the conditions of the **policy** are made between **you** and **us**. A person who is not a party to this **policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any tight or remedy of a third party which exists or is available apart from that Act.

Third Parties (Rights Against Insurers) Act 2010 Clarification Clause

In the event of the policyholder's insolvency, a claimant who is not a party to this **policy** may have the right to apply to the Court to enforce the provisions of this **policy** under the Third Parties (Rights against Insurers) Act 2010.

4.4 SEVERAL LIABILITY NOTICE

Cover under this **policy** is provided by **us**, being the subscribing insurer(s) shown in the **schedule**. The subscribing insurers' obligations under this **policy** are several and not joint and are limited solely to the extent of the 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.

5. CLAIMS

This section of the **policy** explains **your** responsibilities when making a claim under the **policy**. If the conditions listed below are not followed, then a claim may not be paid, may be reduced or may be treated as void.

5.1 HOW TO MAKE A CLAIM

If **you** want to make a claim under this **policy**, **you** must contact **us**, either through **your intermediary** shown in the **schedule** in the first instance, or **us** at the contact details shown on page 2.

5.2 WHAT **YOU** NEED TO TELL **US** IF **YOU** NEED TO MAKE A CLAIM

You must follow the following conditions when making a claim. If you do not, your claim may be reduced or not paid:

- i. You must notify us or your intermediary as soon as possible following a loss, or any incident which may cause a loss, and provide us with full details of the circumstances:
- ii. **You** must provide **us** or **your intermediary** with any other information **we** may reasonably require in relation to the claim, including a crime reference number if relevant:
- iii. You must inform the police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft or attempted theft of the collection or other criminal activities which may have contributed to the loss;
- iv. You must take all reasonable care to limit any loss.

5.3 HOW WE WILL HANDLE YOUR CLAIM

We will not pay any claim until **we** have received satisfactory proof of **loss**. **We** may ask **you** to provide **us** with certain relevant information in order to assist with **our** consideration of **your** claim. This may include receipts, invoices and inventories and any other information **we** may reasonably request. Any material delay or withholding of this information may affect **your** claim being paid.

If **we** establish that **you**, or anyone acting on **your** behalf, have made a claim knowing it to be false or fraudulent (whether in amount or any other respect), **we** can refuse to pay that claim and **your policy** will become invalid from the date

5. CLAIMS

of such claim. This means **we** will not pay the false or fraudulent claim, or any subsequent claim and may keep any **premium** paid.

If **we** make any payment in relation to a claim under this **policy**, due to the fault of a third party, **we** will be entitled to seek to recover those sums against any responsible person or organisation as if the recovery of those sums were being carried out by **you**. **We** may require **your** assistance in recovering any sums paid. If **we** do, **you** must provide **us** with the assistance and information that **we** reasonably require. **We** may also bring proceedings against another person or organisation in **your** name at **our** expense.

If **we** recover any of **your collection** after a **loss**, **we** will write to **you** and offer **you** the option to buy it back from **us** within 60 days. **We** will charge:

- i. the amount of the claim which we paid plus interest; or
- ii. the fair market value of the item at the time of the recovery

whichever is less.

6. CANCELLATION

6.1 YOUR RIGHT TO CANCEL

You have a statutory right to cancel **your policy** within 14 days from (a) the day of purchase or renewal of the **policy** or (b) the day on which **you** receive **your policy** or renewal documentation, whichever is the later.

You may also cancel this **policy** at any time by giving 30 days written notice to **us**, either through **your intermediary** or directly to **us** at the contact details shown on page 2.

6.2 OUR RIGHT TO CANCEL

We may cancel this **policy** by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason, such as:

- i. Non-payment of **premium** within the **premium** payment period; or
- ii. A change in risk which means that **we** can no longer provide **you** with insurance **cover**: or
- iii. **Your** non-cooperation or failure to supply any information or documentation **we** request.

6.3 EFFECT OF CANCELLATION

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any **premium** paid, subject to a deduction for any time for which **you** have been **covered** by this **policy** and a deduction for any additional cancellation charge as specified in the **schedule**, to **cover** the administrative costs of providing the insurance. This will be calculated on a proportional basis. For example, if **you** have been **covered** for six months, the deduction for the time **you** have been **covered** will be half the annual **premium** for a twelve month **policy**.

If **we** exercise **our** right to cancel for non-payment of **premium** within the **premium** payment period, **you** will still be required to pay the **premium** to **us** on a proportional basis for the period that **we** provided **cover** to **you**.

If **we** pay any claim, in whole or in part, then no refund of **premium** will be made.

If **you** wish to cancel and **cover** has not yet commenced, **you** will be entitled to a full refund of the **premium** paid.

7. COMPLAINTS

We are proud of the services that **we** provide. Occasionally, things may go wrong and if this happens **we**, and the service providers connected to **your policy**, have procedures in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence. Who **you** should contact is set out below.

STEP ONE - REGISTERING YOUR COMPLAINT

- In the first instance please contact your insurance intermediary if you have one.
 If they believe that the complaint relates to the service that we have provided
 then they will refer the complaint to us.
- 2. Alternatively, please contact **us** directly. If **you** have an **intermediary** and **we** believe that the complaint is best addressed by them, **we** will refer the complaint to them.

Any other complaints will be addressed by **us** directly. In any event, **your** complaint will be fully investigated and **you** will be kept informed of progress. Complaints are treated with high priority and so **we** ask that **you** provide **us** with a telephone number in order that **we** may contact **you** to discuss the matter further (it may be possible to resolve the matter promptly by conversation), together with **your policy**/claim number and policyholder/insured name.

A full copy of **our** complaints procedure will be issued to **you** when **we** provide a written acknowledgment of **your** complaint. It is also available upon request.

STEP TWO - TAKING YOUR COMPLAINT FURTHER

If **you** are unhappy with the way that **your** complaint has been addressed then **you** may refer to Lloyd's at:

Complaint Department at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Tel: +44 (0) 20 7327 5693 Email: complaints@lloyds.com

STEP THREE - FINANCIAL OMBUDSMAN SERVICE

Ultimately, complaints that cannot be resolved by the Complaints Department at Lloyds may, if eligible, be referred to the Financial Ombudsman Service:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: +44 (0) 800 0234 567

Email: complaint.info@financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

Insurers are **covered** by the Financial Compensation Scheme. **You** may be entitled to compensation from the scheme if an insurer is unable to meet its obligations to **you** under this insurance. If **you** are entitled to compensation under the scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) and their website: www.fscs.org.uk.

TELEPHONE +44 (0) 20 3889 799

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