



EXCESS FSCS SURETY BOND CLAIM FORM

This claim form is for use only in filing a claim under an Excess FSCS Surety Bond (a "Surety Bond") issued by Customer Asset Protection Company ("CAPCO") to an authorised person (the "Principal") that is subject to the appointment of an insolvency official or court order for winding up, dissolution, etc. and/or a declaration of default by the Financial Services Compensation Scheme ("FSCS"), Financial Services Authority ("FSA"), or other competent judicial authority. It is recommended that you follow the instructions for U.K. claims available at www.capcoexcess.com when completing and submitting this form.

NOTE: ANY CLAIM UNDER A CAPCO EXCESS FSCS SURETY BOND MUST BE RECEIVED BY CAPCO NO LATER THAN SIX MONTHS AFTER THE DATE UPON WHICH THE FINAL DIVIDEND/DISTRIBUTION OF THE AUTHORISED PERSON'S ASSETS HAS BEEN DECLARED BY THE APPROPRIATE PRACTITIONER.

TO BE COMPLETED BY CAPCO ONLY:

Bond Number:
Claim Number:
Date Claim Received By CAPCO:

TO BE COMPLETED BY THE INVESTOR (please print or type):

I. NAME OF THE PRINCIPAL: _____

(Note: The Principal is the person or firm in default/subject of the insolvency proceedings.)

II. INFORMATION ABOUT THE INVESTOR:

A. Investor's Details:

Name of Investor: _____

Address: _____

_____ Postcode: _____

Daytime Phone Number: () _____ - _____

Home Phone Number: () _____ - _____

Email address: _____

Number(s) (and name(s), if applicable) of Account(s). (Use Separate Page If Necessary.)

B. Is the Investor a direct client of the Principal?

Tick the box as applicable: Yes No

If the answer to the previous query is "No" please identify the entity of which the Investor is a customer. (N.B. This entity must itself be a client of the Principal.)

C. Details of Other Account Holders/Joint Investors:

If the account(s) for which you are claiming is/are in the name of other persons as well, please state their names, addresses, telephone numbers, and percentage ownership for each of the accounts. (Provide Information For Each Account And Use Separate Pages If Necessary.)

Account Number (and name, if applicable): _____	
Name:	
Address:	
Phone Number: () _____ - _____	% Ownership: _____

Account Number (and name, if applicable): _____

Name:	
Address:	
Phone Number: () _____ - _____	% Ownership: _____

D. Capacity In Which Account(s) Is/Are Held. (Provide Information For Each Account And Use Separate Page If Necessary.):

Account Number (and name, if applicable): _____	
<input type="checkbox"/> Personal (i.e., in your own name)	<input type="checkbox"/> Trustee
<input type="checkbox"/> Corporate	<input type="checkbox"/> Other (specify): _____

E. Claimant's Details (if different):

If you are not the Investor, but are claiming on behalf of the Investor (including where you are the director or other officer of an Investor company), please complete the following:

Your Name: _____

Capacity in which making claim (e.g., executor to Investor's estate, trustee):

Address for Correspondence:

_____ Postcode: _____

Phone Number: () _____ - _____

Email address: _____

III. INFORMATION CONCERNING THE PRINCIPAL'S DEFAULT/INSOLVENCY PROCEEDINGS:

A. Practitioner's Name and Address: _____

B. Nature of Practitioner:

Tick the box as applicable: Liquidator Receiver
Administrator Other

C. Date Principal was declared to be *in default/insolvent* by Practitioner: _____/_____/_____
(mm/dd/yyyy)

D. Date Principal was determined to be *in default/insolvent* by FSA/FSCS: _____/_____/_____
(mm/dd/yyyy)

E. Date Practitioner appointed: _____/_____/_____
(mm/dd/yyyy)

F. Date of Court Order for winding up, dissolution, etc. of Practitioner: _____/_____/_____
(mm/dd/yyyy)

G. Date Final Dividend/Distribution Declared by Practitioner: _____/_____/_____
(mm/dd/yyyy)

H. Did you make any claim against the Practitioner? Yes No

I. If not, why not? _____

J. If you did make a claim, how much did you claim and how much did you recover? Claim: £ _____
Recovery: £ _____

IV. LOST CASH/SECURITIES

N.B. As provided in the Surety Bond, where there are any netting arrangements in place between you and the Principal which were triggered by or in connection with the default or insolvency of the Principal, you should not refer to any net amount arising in formulating your claim. Instead, you should list separately each item which fell within those netting arrangements, being (i) in response A and C below, each claim against the Principal (whether for cash or Securities) and (ii) in response B below, each liability owed to the Principal.

A. If you are claiming an amount in respect of Lost Cash, please state total amount £ _____

Notes to Completion of this Section A

If the amount specified above consists of more than one claim, each of which arises out of

one or more accounts and/or one or more transactions with the Principal, please list below the details of the constituent amounts making up the total claim, including the name, number and any identifying details of the relevant account(s). Further, describe briefly the purpose for which the account was held with the Principal (e.g., in support of equity trading activities) (Use Separate Page If Necessary.)

If you are claiming a cash amount which reflects the amount due to you under a transaction as of the Determination Date, please indicate also the nature of the transaction under which the amount became due to you (ignoring any netting arrangements, as noted above), including confirmation that it was in relation to Securities. (Use Separate Page If Necessary.)

B. Do you owe the Principal any money? Yes No

If so, how much? £ _____

Why do you owe the Principal this sum? _____

C. If you are claiming for lost Securities, please set out details of the Securities below. (Provide Information For Each Account And Use Separate Page If Necessary.):

Account Number (and name, if applicable): _____			
Name of Security	Number of, or Face Value, of Security	Is the Security quoted on any stock exchange? If so, which?	Transaction under which claim arises (see Notes to Completion, below)

Notes to Completion of this Section C

For the purposes of confirming that the claim falls within the scope of the Surety Bond, please specify in respect of each entry the nature of the transaction in relation to which the claim arises, being one of the following: (i) Securities Sale/Purchase; (ii) Stock Loan; (iii) Held under Title Transfer Collateral Arrangement; (iv) Collateral held under Right of Use;

VI. ANY PARTIAL OR FULL SATISFACTION OF YOUR CLAIM:

Describe here any and all payments or securities that have been received in partial or full satisfaction of your claim, and identify the source of the payments and securities received, whether from the Principal, the Practitioner, an insurance company, a governmental authority, or any other person or entity. (Use Separate Page If Necessary.)

Cash or Security Received (if replacement securities were received, specify type and number of securities received):

Source:

VII. IDENTIFY ANY AND ALL PERSONS OR ENTITIES (EXCLUDING THE PRINCIPAL, THE PRACTITIONER, FSCS AND CAPCO) AGAINST WHOM YOU MIGHT HAVE A RIGHT TO RECOVER ANY LOSSES IN THE ACCOUNT AND THE BASIS FOR THAT CLAIM:

Name: _____
Basis of Claim: _____

Name: _____
Basis of Claim: _____

(Use Separate Page If Necessary.)

VIII. INVESTOR'S PAYMENT INSTRUCTIONS TO CAPCO:

Name of account into which payment should be made: _____

(Note: CAPCO will make payments into accounts in the names of persons other than the Investor only when it has written authority from the Investor or its successor in title.)

Bank name: _____

Sort Code: ____ - ____ - ____ Account Number _____

Ref: (if any) _____

Address for sending cheques/replacement securities to:

Postcode: _____

IX. DOCUMENTATION REQUIRED FOR THE PROCESSING OF YOUR CLAIM:

Submission of the proper documentation can help speed the review of your claim. Please make certain that ALL required documents are affixed to this claim form before submitting it to CAPCO. CAPCO reserves the right to request sight of copy documentation to evidence the description of the transactions underlying any claim and the nature of any netting arrangements which may be in place between you and the Principal, as they may impact on your claim

Please tick each box below to confirm that all of the specified documentation is enclosed with this claim form for each relevant account.

A. Copies of the following documents, if applicable:

- FSCS's/FSA's notice(s) of determination
- Decision(s) of judge/Practitioner/FSCS/other allowing or denying claim in part or in full
- Settlement agreement(s) you have entered into with the Practitioner/FSCS
- Receipts of payment or securities in full/partial satisfaction of any claim
- Copies of all documentation submitted to, and all correspondence with, the FSCS.

B. To the extent available, copies of your last three sets of account statements, and purchase or sale confirmations that relate to the securities or cash that you claim, and any other documents such as receipts or correspondence that might be of assistance in review of your claim, such as bank statements.

C. "Assignment of Rights and Claims to CAPCO and Release of Claims Against CAPCO" (Form attached.)

D. "Release of Data" (Form attached.)

E. If you are acting on behalf of the Investor, **certified copies** of documents (e.g., documents of

probate, power of attorney) proving your authority to act. If the Investor is a company or partnership, send a **certified copy** of your last filed accounts and either the partnership deed or Memorandum of Association. If the Investor is a trust, please send a **certified copy** of the trust deed.

X. STATEMENTS/AGREEMENTS BY THE INVESTOR SUBMITTING THIS CLAIM:

By my signature below, I represent and agree to each of the following statements:

(Note: In all cases of joint account holders, "I" means "we" and the declaration MUST be signed by all account holders or their duly appointed representatives. In the case of a partnership, ALL partners must sign.)

- a) The photocopies of all documents sent with this claim form are true and accurate copies of the originals.
- b) The information contained in this form is true and accurate to the best of my knowledge and belief. I am aware that making a false claim may forfeit my right to any compensation and may make me liable to civil and/or criminal liability. **(It is a criminal offence to make a false/knowingly exaggerated claim against CAPCO.)**
- c) I assign such rights and claims in favour of CAPCO as provided in the "Deed of Assignment of Rights and Claims to CAPCO and Release of Claims Against CAPCO" attached herewith.
- d) I agree to cooperate with CAPCO and use my reasonable endeavours to assist the Company to recover such payment, together with all costs and expenses incurred by the Company in connection with the claim.
- e) I have not (or where I am claiming on behalf of the Investor, that the Investor has not) been deemed by the FSCS, the Practitioner, or any duly constituted court or tribunal to be responsible for any of the loss that forms part of the claim.
- f) The claim does not arise from any illegal act or omission by me/the Investor, including without limitation any fraudulent or dishonest act.
- g) The claims made on this form amount to all claims that will be made by me/us (or my/our successor by operation of law) against CAPCO.
- h) I have, in formulating and describing the claims made on this form, disregarded the effect of any netting arrangements between me/the Investor and the Principal which were triggered by or in connection with the default or insolvency of the Principal.
- i) My claim shall be decided upon in accordance with the Surety Bond wording as agreed between the Principal and CAPCO. All terms in this claim form shall be given the definitions set out in that wording, where relevant. In the case of any difference between the wording of this form and the Surety Bond wording, the Surety Bond wording shall apply.

- j) If there is a dispute between CAPCO and me/us, the dispute shall be decided in accordance with English law. All disputes shall be decided by Arbitration, as provided for in the Surety Bond wording and reproduced below.

Arbitration Provision

Any dispute between the Company (CAPCO) and the Principal and/or any Investor arising out of or in connection with the Surety Bond, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (“LCIA”) Rules, which Rules are deemed to be incorporated into the Surety Bond by reference into this Section.

There shall be three arbitrators, all of whom shall be lawyers, and/or active retired officers of insurance or surety companies, with relevant insurance expertise in the construction of surety bonds, insolvency surety bonds and/or insurance.

Upon written request of any party, each party shall nominate an arbitrator within 30 days of receipt of that written request, failing which, that arbitrator shall be appointed at the sole discretion of the LCIA. If the LCIA refuses to appoint an arbitrator nominated by any party, that party may make one further nomination within 30 days of the LCIA’s refusal. The LCIA shall appoint the third arbitrator at their sole discretion.

The parties hereby agree to waive Article 6 of the LCIA Rules (Nationality of Arbitrators) such that the arbitrators may be of any nationality.

Prior to any determination of costs by the arbitration tribunal, the parties to the arbitration shall each bear their own costs and shall share the costs of the arbitration between them equally.

The seat, or legal place, of arbitration shall be London and the arbitration shall take place in London. The language of the arbitration shall be English.

Where more than one Investor has commenced an arbitration against the Company, the Company shall be entitled at its option to require that those arbitration proceedings be consolidated. The LCIA is entitled at its sole discretion to choose the three arbitrators at any consolidated arbitration.

In bringing any arbitration, the Investor is obliged to keep all details of the arbitration and the dispute confidential, failing which the Investor’s claim will be forfeited. The Principal is obliged to keep all details of any arbitration or dispute confidential, including any arbitration brought by any Investor. The Company, however, may refer as it sees fit to any details of any previous arbitration brought by any other Investor.

(1) Print Name

Sign Name

Date

(dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

(2) Print Name

Sign Name

Date

(dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

(3) Print Name

Sign Name

Date

(dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

TO BE COMPLETED BY THE INVESTOR(S) (please print or type):

Name of the Principal: _____

Number (and name, if applicable) of Account(s): _____

DEED
OF
ASSIGNMENT OF RIGHTS AND CLAIMS TO CAPCO AND
RELEASE OF CLAIMS AGAINST CAPCO

_____ [see note 1], (the "Investor(s)") agree(s) that, contingent upon, and triggered by, receipt by the Investor(s) of payment either in the form of monies or replaced securities, which form of payment shall be at the sole option of the Customer Asset Protection Company ("CAPCO"), the Investor(s) hereby:

Assigns and transfers to CAPCO, all rights, including any and all claims and causes of action, that the Investor(s) may have against the Principal and any and all third parties regarding its/their account, to the extent that, and only to the extent that, CAPCO has paid monies or replaced securities, to the Investor(s) to satisfy the Investor's(s') claim for its/their account against the Principal.

Agrees that, at CAPCO's expense, the Investor will cooperate with CAPCO and exercise its reasonable efforts to assist CAPCO to recover the foregoing payments of cash or securities, as the case may be, together with all costs and expenses incurred by CAPCO in connection therewith.

Releases and discharges CAPCO (including CAPCO's agents, employees, officers, directors, professionals, successors and assigns) of and from any and all claims, and any and all circumstances giving rise to said claims, that the Investor(s) now has/have or hereafter can, shall or may has/have arising out of or relating to the Investor's(s') account with The Principal.

Print Name	Sign Name	Date
_____ Investor	_____	_____ (dd/mm/yyyy)

_____ Investor	_____	_____ (dd/mm/yyyy)
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Signature witnessed by:

Print Name	Sign Name	Date
_____	_____	_____ (dd/mm/yyyy)

Witness' Address _____

Witness' Occupation _____

NOTES:

1. At “Investor” please include the names of all joint account holders (and each must sign accordingly). Personal representatives must state in what capacity they are signing.
2. Provided they are not directly related to the Investor and are not making a claim in respect of the same Principal, any person may witness the Investor’s signature.
3. Where the Investor is a company regulated by the Companies Act 1985, the Signatures MUST be made by two directors or the company secretary and a director. A witness is not required for these signatures. For all other corporate bodies, the common seal of that body must be affixed to this deed. For any company incorporated outside Great Britain, this deed may be executed in any manner permitted by the laws of the territory in which the company is incorporated for the execution of documents by such a company.

TO BE COMPLETED BY THE INVESTOR(S) (please print or type):

Name of the Principal: _____

Number (and name, if applicable) of Account(s): _____

RELEASE OF DATA

I/We _____

Of _____

_____ (address)

hereby consent to CAPCO, their officers, servants or agents, requesting and receiving any such information or documentation as may be required in connection with my/our claim for compensation .

I/We also consent to the release by CAPCO of the information provided about myself/ourselves or my/our claim to any third party where necessary in connection with any claim for compensation.

(1) Print Name

Sign Name

Date

_____ (dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

(2) Print Name

Sign Name

Date

_____ (dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

(3) Print Name

Sign Name

Date

_____ (dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here
