



Customer Information

This form provides information about the identity of the insurer and the material contents of the insurance contract (according to Art.3 of the Swiss Federal Insurance Contract Act). The rights and duties of the contracting parties are set forth in the proposal form, the insurance contract, as well as applicable laws, in particular the Swiss Federal Insurance Contract Act. After the acceptance of the proposal and offer, the Insured will be provided with a policy. The proposal form is the basis for the policy.

Information about the Insurer

The insurer is HOUSTON CASUALTY COMPANY EUROPE, SEGUROS Y REASEGUROS, S.A.: Swiss branch address: Lavaterstrasse 87, 8002 Zürich (hereinafter: HCC Europe); Head Office: C/ Chile nº 8 , Edificio Azasol Planta 1, 28290 Las Rozas (Madrid), Spain. HCC Europe is a Spanish corporation and subsidiary of HCC Insurance Holdings Inc.

Insured Risks and Scope of Insurance Coverage

The perils insured as well as the insurance coverage provided are set forth in the proposal and offer, and subsequently in the policy issued.

Premium Rate

The premium rate depends on the particular perils and the requested coverages. All details regarding the premium and any additional fees are contained in the proposal and offer, and subsequently in the policy issued.

Reimbursement of the Premium

If the premium was paid in advance for a certain policy period and the contract is cancelled before the expiration date, HCC Europe will reimburse the pro rata premium.

The Premium is fully earned by HCC Europe when insured coverage was granted:

- but the insured perils no longer exist;
- for a part of the loss but the Insured cancels the policy during the year following the policy's inception date.

Further Duties of the Insured

• Changes of the Risk:

If any material fact changes during the policy period and materially increases the risk, HCC Europe must be notified promptly in writing according to the contract conditions.

• Investigation of Circumstances:

In the event of enquiry of circumstances regarding the policy - including but not limited to pre-contractual disclosure of information, change of risk and coverage determinations - the Insured shall cooperate and provide HCC Europe with all relevant information and documents, obtain these if necessary from third parties for HCC Europe, and authorize third parties to release to HCC Europe the information and documentation that HCC Europe may deem appropriate. HCC Europe is also entitled to conduct its own investigations.

• Covered Event:

The covered event shall be notified promptly and in writing to HCC Europe in accordance with the policy conditions.

The foregoing is a non-exhaustive list of the most common duties. Further duties may result from the policy conditions as well as under the Swiss Federal Insurance Contract Act.

Inception of the Policy Period

The insurance coverage begins on the inception date, which is stated in the proposal and offer as well as in the policy. If any temporary proof of insurance or a binder has been issued prior to issuance of the policy, HCC Europe grants insurance coverage to the full extent stated in the written temporary proof or binder and in respect of applicable law until such insurance policy is delivered.



Termination of the Contract

The insurance contract is not tacitly renewed; therefore the insurance contract terminates on the expiration date stated in the policy.

The Insured may cancel the contract:

- after each event, for which a loss must be reimbursed, not later than 14 days upon notice of payment by HCC Europe;
- if HCC Europe breaches its informational duty pursuant to Art. 3 of the Swiss Federal Insurance Contract Act. The cancellation right expires 4 weeks after the Insured becomes aware of the breach, however in any case after the expiry of one year following such breach of duty.

HCC Europe may terminate the contract by cancellation:

- after each covered event, for which a loss must be reimbursed; cancellation to be effected prior to the payment of loss;
- if any material fact has not been disclosed or it was disclosed incompletely or inaccurately (breach of the duty of disclosure).

HCC Europe may withdraw from the contract:

- if the Insured fails to pay the premium and HCC Europe unsuccessfully seeks payment of premium;
- if the Insured fails to notify a change of any material circumstances. HCC Europe is entitled to cancel the contract within two weeks after giving a 4-weeks prior notice.
- in case of insurance fraud.

The foregoing is a non-exhaustive list of the most common duties. Further duties may result from the policy conditions as well as under the Swiss Federal Insurance Contract Act.

Processing and Storage of Personal Data

The interested party is hereby informed that any personal data, including all data provided in this document and all subsequent data provided related to the fulfilment of the insurance contract, will be included in a data file controlled by Houston Casualty Company Europe, Seguros y Reaseguros, S.A. The data will be processed for the purpose of fulfilling the insurance contract, and to enable Houston Casualty Company Europe, Seguros y Reaseguros, S.A. to send information on its products and services. The Insured hereby provides its express consent for the data to be transferred to other entities for co-insurance, reinsurance, portfolio assignment or management or for the adoption of anti-fraud measures. The Insured also provides its express consent for the data to be transferred to other companies belonging to the same group as Houston Casualty Company Europe, Seguros y Reaseguros, S.A located in countries outside of Switzerland and the European Union, with the exclusive purpose that these may provide data processing services. The Insured may at any time exercise its right to access, rectify, cancel or oppose its data by notifying Houston Casualty Company Europe, Seguros y Reaseguros, S.A., C/ Chile nº 8 , Edificio Azasol Planta 1, 28290 Las Rozas (Madrid), Spain, pursuant to the provisions of the Swiss Data Protection Act and of Spanish Organic Law 15/1999, on the Protection of Personal Data. Should the Insured provide Houston Casualty Company Europe, Seguros y Reaseguros, S.A. with information related to the Insured, any damaged parties or any third person, the Insured hereby declares that all the data related to the Insured, the damaged parties or any third person given to the Insurer have been provided by them, and that the Insured, the damaged parties or any third person have provided their consent for their data to be transferred by the Insured to the Insurer for the fulfilment of the insurance contract in the terms established in this clause.

For further information:

HOUSTON CASUALTY COMPANY EUROPE,
SEGUROS Y REASEGUROS, S.A.,
SWISS BRANCH
Lavaterstrasse 87
CH-8002 Zürich
Tel No: +41 43 344 99 40
Fax No: +41 43 344 99 41