

European Risk Insurance Company

INSURED'S CLAIMS EXCESS PROTECTION

Whereas the Insured named in the Schedule hereto has agreed to pay European Risk Insurance Company (hereinafter called "the Company") the Premium specified in the Schedule as consideration for the following Policy.

The Company hereby agrees to indemnify the Insured to the extent of the limits set forth in the Limits hereunder of the Schedule hereof in respect of all sums which the Insured shall become legally liable to pay as damages consequent upon a valid claim occurring during the Period of the Policy and caused in connection with the Business.

Cover is provided for the reimbursement of the excess of your main insurance policy following the successful settlement of such claim.

The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount you would be responsible for, which is the first amount of any claim, shown in the schedule of your Insurance Policy. Only when the excess of the current and valid insurance policy is exceeded will this Policy respond to its full value.

Signed



Director

For and on behalf of European Risk Insurance Company

Important Notice to the Insured

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. The Company should be contacted immediately if any correction is necessary

DEFINITIONS

1. **Insured / Policyholder** means
the name that appears at the top of Your Certificate of Insurance
2. **We/Us/Our/the Company** means
European Risk Insurance Company. European Risk Insurance Company is registered in Iceland, Company Number 661103-2210, and is licensed by the Financial Supervisory Authority, to carry on insurance business.
3. **Main Insurance Policy** means
one of the following insurance policies; Public liability, Professional Indemnity, Commercial Combined, Commercial Property, Property Owners (per Unit / Occupant / Dwelling), Contracting Risks (JCT / Contract Works etc), Goods In Transit
4. **Excess** means
the amount You must pay under the terms of Your Main Insurance Policy
5. **Public Liability** means
insurance to protect a policyholder's business against claims from a third party, who is not connected to the Insured's business
6. **Commercial Property** means
insurance to protect a policyholder's business and which is not for personal use. The insurance may include buildings insurance, where the outside of the premises is covered, with contents or stock insurance where the contents or stock of your business are insured against theft or damage.
7. **Professional Indemnity** means
insurance to protect the policyholder against any negligent act, error or omission
8. **Commercial Combined** means
insurance to protect a policyholder's business for any combination of Public liability, Professional Indemnity, Commercial Combined, Commercial Property, Property Owners (per Unit / Occupant / Dwelling), Contracting Risks (JCT / Contract Works etc) or Goods In Transit.
9. **Insurance Policy** means
any insurance policy that you have that is provided by an EEA approved insurer
10. **ICE Protection** means
this insurance product

CONDITIONS

1. We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of any payment made under this Policy
2. You must take reasonable steps to safeguard against loss or additional exposure to loss
3. If at the time any claim arises under this Policy there is or but for the existence of this Policy there would be any other insurance covering the same liability the Company shall not be liable under this Policy except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.
4. The Company may cancel this Policy by giving seven days notice by recorded delivery letter to the Insured at his last known address. The Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the Company of any Minimum Premium under this Policy
After the end of the 'cooling off period' as explained in the Key Facts document, the Insured may cancel this Policy but no return of premium will be payable by the Company.
5. The Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
6. In case of any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the Insurer, the applicable law of this policy shall be English law.
The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.
7. Cover is provided for the following insurance policies; Public liability, Professional Indemnity, Commercial Combined, Commercial Property, Property Owners (per Unit / Occupant / Dwelling), Contracting Risks (JCT / Contract Works etc), Goods In Transit
8. The insurance policies that you have must be current and valid insurance that is provided by an EEA regulated insurer
9. The Policyholder as stated on the certificate of insurance must match the lead name on the main policy that has responded and to which this policy will reimburse the excess.
10. Only when the excess of the current and valid main insurance policy is exceeded and following a successful claim payment will this Policy respond to its full value.
11. If you make a claim under this Policy that is false or fraudulent in any way, this Policy is void and any claim will not be paid
12. Unless otherwise agreed, this Policy applies only within the following territorial limits or in transit by sea, rail or air including loading and unloading between: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

EXCLUSIONS

1. Any claim that your main policy does not respond to or the excess is not exceeded

2. Any claim on the main insurance policy which occurred prior to the start date of this Insurance as shown on your certificate of insurance
3. Any claim notified to Us more than 31 days following the settlement of your claim by your main policy Insurer.
4. Any contribution or deduction from the settlement of Your claim against Your main Insurance Policy other than the stated Policy Excess, for which you have been made liable.
5. Any liability You accept by agreement or contract, unless You would have been liable anyway
6. Any claim that is refused by Your main policy Insurers to whom you are claiming.
7. Any Excess recoverable from a third party within 6 months of the claim being made
8. War and Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company allege that by reason of this exclusion, any Injury, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. Liability arising Offshore.

CLAIMS

In the event of a claim or possible claim under this Policy the Insured and/or person claiming to be indemnified shall:-

- (i) notify the Company as soon as possible giving full particulars of the occurrence by completing a claim form available from your insurance broker or from the Company whose details are below. Claims forms are also available from www.erichf.com;
- (ii) You must provide a copy of your settlement letter from your Insurance Company, which must state the amount settled, the excess deducted and the incident date;
- (iii) You must provide a copy of your Insurers Certificate of Insurance
- (iv) give all such information and assistance as the Company or its representatives may require.

Once the claim form is fully completed, signed and dated please post it with all the required supporting documentation to: -

European Risk Insurance Company, 39 Clarence Street, Southend-on-sea, Essex, SS1 1BH

Tel: 0845 009 4392

Fax: 0845 009 0703

Email: info@erichf.com

COMPLAINTS PROCEDURE

The Company is committed to providing you with the high quality of service you have the right to expect and which we expect to maintain throughout the duration of the Policy. In order for this level of service to be fully appreciated, we would first ask you to read the Policy carefully to ensure you understand the extent of the cover provided and the conditions and exclusions which apply and particularly, the actions you must take if and when you become aware of a claim or a circumstance which may give rise to a claim being made against you.

If you have any questions or concerns about your Policy that cannot be answered to your satisfaction by your Broker, then please contact the Company at the contact address shown below.

If you feel that we have failed to provide you with a first class service, please write and tell us and we will do our very best to resolve the matter with you. If you have any complaint or issues over the handling of a claim you should, in the first instance, contact the Company's Compliance Officer, at the same contact address.

Contact Address:

European Risk Insurance Company, 39 Clarence Street, Southend-on-sea, Essex, SS1 1BH

If you are still unhappy with the way your complaint has been handled, then please contact the Managing Director at the above contact address.

Complaints that cannot be resolved through this process may be referred to the Financial Ombudsman Service, further details of which will be provided at the appropriate stage of the complaints process.