

Policy terms and conditions Liability insurance for companies – garage package

Version: 2019

Important: read first

What is liability insurance for companies?

Liability insurance for companies protects your business against the financial impact of any claims made because of damage that your business has caused. As soon as you take out this insurance, a cooling-off period of 14 days applies. This cooling-off period ends 14 days after you have received the policy schedule.

What do these terms and conditions contain, and what does the policy contain?

The insurance consists of:

- these terms and conditions, and
- the policy. The clauses sheet forms part of the policy.

Please read these terms and conditions to make sure you know what is and isn't covered, and what this means if a claim is made against you. At the end of this document, you will find other provisions that apply to this insurance agreement. Your policy contains agreements that are specific to your insurance, such as the business activities you have insured, the cover, the cover amount, the deductible and the clauses.

If there are any differences between these terms and conditions and your policy, then the agreements contained in your policy take precedence.

Why are some words in italics?

These terms and conditions contain words that are in italics. These words have a specific meaning, and are explained in the Definitions section towards the end of these terms and conditions.

Who do you mean by 'you' and 'we'?

In these terms and conditions and your policy, we refer to 'you' as the policyholder. By 'we', we refer to Hoeksche Waard Assuradeuren as the authorised agent of the risk bearer stated in the policy.

Who is my first point of contact?

If you took out this insurance through an insurance advisor, then they are your first point of contact. That means you should always contact them regarding any claims or any other relevant matters.

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1 How do I inform you about a claim?

If an insured party is held liable for a claim that may be covered by this insurance, or if a circumstance has arisen that could lead to a claim, please contact Hoeksche Waard Assuradeuren as soon as possible.

2 Do I need to inform you about any changes?

If a claim or circumstance is affected by one of the following changes, the insurance will only provide cover once a supplementary agreement has been concluded:

- change to the insured business activity, and/or
- change to the legal form of the insured business or profession, and/or
- delivery and/or handling of goods other than those stated in the policy, and/or
- setting up a branch outside of the Netherlands.

You must inform us of these changes immediately. We will then tell you whether we can accept the changes and how they will affect your insurance.

Claims or circumstances that arise from other changes to the risk are still covered. You must inform us of these changes using the form referred to in article 7.3 'How do you calculate my premium?'.

3 Who is insured?

An insured party is a party that may derive rights from this insurance.

The insured parties are:

- yourself (the policyholder), in the exercise of the insured business activities described in the policy;
- other co-insured parties described in the policy, whether natural persons or legal entities in the exercise of the insured business activities described in the policy;
- partners, directors, board members, supervisors/regulators and joint policymakers of you and your co-insured parties, as described in the policy, in the exercise of their duties in that capacity;
- subordinates (including volunteers and trainees), family members and cohabitants of you and your co-insured parties, as described in the policy, in the exercise of work

- that falls within the insured business activities;
- employee associations, works councils, pension funds and the directors and subordinates thereof, in the exercise of their duties in that capacity.

4 What is insured?

Claims that fall under liability categories A to D below are insured. Your policy explains which categories apply to your insurance.

4.1 What is insured under category A (business liability)?

Under category A, claims are covered for the insured party's liability for damage caused to third parties, except for liability that falls under categories B to D.

4.2 What is insured under category B (product liability)?

Under category B, claims are covered for the insured party's liability for damage caused to third parties by objects that are:

- driven in traffic
- delivered
- supplied after construction, processing or treatment by the insured party or under their responsibility.

4.3 What is insured under category C (employer's liability)?

Under category C, claims are covered for the insured party's liability as an employer towards their subordinates for damage related to the exercise of their duties for the insured party. This includes liability under Articles 7:611 and 7:658 of the Dutch Civil Code. Such duties must be performed as part of the insured business activities stated in the policy.

Employer's liability for motor vehicles (WEGAM)

The following applies by way of partial derogation from articles 5.3.3 and 5.5.5. The insured party's liability as an employer is also covered under this category for damage that their subordinate suffers in the exercise of their duties while driving or while in or on a motor vehicle.

Such damage includes any deductible and/or loss of no-claims bonus under their motor insurance policy for a maximum of 2 years.

4.4 What is insured under category D (environmental liability)?

Under category D, claims are covered for the insured party's liability for damage related to sudden, uncertain damage to the environment. This cover applies only if the damage to the environment is not the direct result of a slow-acting process.

Note: Liability insurance for companies covers only property damage resulting from a defect in a delivered product, in addition to personal injury. For example, it does not cover damage that falls under environmental liability.

4.5 What type of damage is covered?

Cover applies to:

1 Damage to persons

This includes:

- injury, and/or
- damage to health, and/or
- death,

and any damage resulting therefrom.

2 Damage to objects

This includes:

- damage
- pollution
- destruction
- loss

of objects and any damage resulting therefrom, in so far as the damage itself is not excluded by the policy cover. This does not include loss of or damage to data or software. Only damage to objects caused by persons other than yourself is covered.

4.6 When does cover apply?

Cover applies only if:

- the circumstance or the claim, if no circumstance preceded it, was first reported to the insured party during the validity period of this insurance, and
- such circumstance or claim was also first reported to us in writing and acknowledged during the validity period of this insurance, and
- such circumstance or claim was not known to you and the insured party held liable on the commencement date of the insurance or on the commencement date of the extended risk of the insurance, and
- the insured party acts within the limits of the business activities stated in your policy, and

- the damage is not excluded in your policy under article 5 'What is not insured?' or elsewhere in these terms and conditions.

4.7 Are pre-existing risks covered?

Pre-existing risks are defined as:

Claims or circumstances that arise from an act or omission that occurred before the commencement date of the insurance.

1 Pre-existing risks on commencement of the insurance

Pre-existing risks are covered, unless your policy states that we have agreed otherwise with you. The cover applies for a maximum period of five years from the commencement date of this insurance. If your business was founded less than five years before the commencement date of this insurance, then the cover for pre-existing risks begins on the date on which your business was founded.

2 Pre-existing risks for extended risk cover

If we extend your policy cover at your request, such cover also applies to claims or circumstances relating to an extended risk that arise from an act or omission that occurred before the commencement date of the extended risk cover. This does not apply if your policy states that we have agreed otherwise with you.

If this concerns a series of acts or omissions that are related to one another or arise from one another, then the date on which this series began will be used to determine whether all claims arising from such series are covered as a pre-existing risk.

4.8 Do you process claims reported after cover has been reduced or the insurance has been terminated?

1 Reporting a claim when cover has been reduced

If we reduce your policy cover at your request and you inform us of a claim that is no longer covered following such reduction, then we will process claims arising from an act or omission that occurred before the policy cover was reduced for as long as the insurance is in place. This does not apply if your policy states that we have agreed otherwise with you.

2 Reporting a claim when the insurance has been terminated

Claims or circumstances that you report to us after the termination date of the insurance will not be processed.

Three exceptions apply to this:

1 Previously-reported circumstances

If you report a claim to us after the termination date but you reported a circumstance from which such claim arises before the termination date of the insurance, then we will process that claim.

2 Termination by us

If we exercise our right to terminate the insurance, then we will process claims or circumstances that you report to us up to a maximum of one year after the actual termination date, unless we have agreed otherwise with you. If we terminate the insurance after you have knowingly provided us with false information or you default on your premium payments, then we will not process any claims or circumstances that you report to us after the actual termination date.

3 Termination due to discontinuation of business

If your insurance is terminated because you cease your insured business activities, then we will process claims or circumstances that you report to us up to a maximum of three years after the actual termination date, unless we have agreed otherwise with you.

Such claims or circumstances are insured if they arise from acts or omissions that occurred during the validity period of the insurance.

If the act or omission occurred prior to the commencement date of this insurance, then the provisions on which we agreed in article 4.7 apply.

We include such claims or circumstances in the policy year in which the termination date occurred. This means that claims or circumstances included are subject to the maximum insured amount per policy year that applies to that year. For more information about the insured amount, please see article 4.9.

4.9 What amount am I covered for?

Your policy states the insured amount per claim and the insured amount per policy year.

1 Insured amount per claim

For each claim, we will reimburse you for the damage covered under this insurance for all insured parties together up to the maximum insured amount per claim stated in the policy.

2 Insured amount per policy year

For all claims and circumstances reported within a single policy year, we will reimburse you up to the maximum insured amount per policy year stated in the policy. The date of the first written notification of a claim or circumstance sent to us is used to determine the policy year that applies to that claim or circumstance.

3 Additional allowances

Damage covered under this insurance also includes:

1 loss aversion expenses

The loss aversion expenses incurred in preventing or mitigating the damage covered under this insurance and for which an insured party is liable.

2 costs of defence

The costs of legal assistance provided and/or proceedings instigated against a claim made. Such costs are also covered if the claim made proves to be unfounded. The costs of proceedings that you may incur are also covered.

Costs of defence will only be reimbursed if:

- we have agreed to defend against the claim, or
- the defence is instigated at our request.

The deductible does not apply to such costs.

3 statutory interest

The statutory interest on the part of the insured sum that is covered under this insurance.

We will reimburse such costs and interest up to the maximum insured amount per claim/per policy year stated in the policy, regardless of the amount already reimbursed or still to be reimbursed for the relevant claim.

4 Cumulative insured amounts and deductibles

If we specify insured amounts for specific cover in these terms and conditions or in the policy, then those insured amounts form part of the total insured sum stated in the policy under 'Cover'. This means we will not add the insured amounts together. Only the insured amount stated for that cover applies. We will not add together the deductible amounts stated in these terms and conditions or in the policy. Only the highest single deductible applies to each claim. If it is explicitly stated that an additional deductible applies, then that additional deductible applies on top to the highest single deductible amount.

4.10 What area of insurance cover does this insurance relate to?

1 General

This insurance covers claims arising from an act or omission that occurred anywhere in the world.

Claims that arise in the United States of America or Canada or are based on the legal system in one of those countries are not covered.

2 Business trips

Business trips made by an insured party anywhere in the world in the exercise of their business are covered by this insurance.

If the insured party carries out any activities in the exercise of their insured business activities during such trips, then the area of insurance cover described in article 4.10.1 applies to claims arising therefrom.

4.11 What is covered in the event of an overlap?

Sometimes, liability that is covered under this insurance is also insured under one or more other policies. This is called an overlap.

If this is the case and the liability would be insured if this insurance was not in place, then this insurance will only cover the surplus amount not covered by any other insurance policies. This means that under this insurance we will only reimburse the part of the claim amount that exceeds the insured amount under other insurance policies.

The deductible on any other insurance policy will not be reimbursed under this insurance.

5 What is not insured?

This article explains what is not covered under articles 5.1 to 5.16.

If a claim that is covered under this insurance is related to terrorism, then we cannot always reimburse the full claim amount. For more information about what we have agreed on this, please see article 5.17.

5.1 Deliberate act

Claims for damage suffered as a result of the following are not covered:

- 1 a deliberate, unlawful act or omission directed against a person or object by an insured party

- 2 a deliberate, unlawful act or omission directed against a person or object by one or more persons from the group of which an insured party is a part, even if the insured party did not cause the act or omission.

The deliberate act must be intended to cause damage to the person or object.

If the insured party was under the influence of alcohol or another substance and therefore had no control over their actions, this does not excuse the deliberate nature of an unlawful act or omission. This also applies if one or more persons from the group of which an insured party is a part is under the influence of alcohol or another substance.

This exclusion does not apply to the insured party's liability as the employer for damage:

- caused deliberately by their subordinates, or
- for which the insured party as the employer cannot be blamed.

If the insured party is a legal entity, a general partnership or a limited partnership, the insured party is deemed to be the director (as defined in Book 2 of the Dutch Civil Code) or controlling partner.

An example of a situation that does not fall under this exclusion is if the insured party deliberately cycles through a red light and injures somebody. The deliberate act was not an intention to cause damage, rather the act of cycling through a red light.

An example of a situation that falls under this exclusion is if the insured party assaults someone, who then suffers an injury that the insured party did not intend to cause. The deliberate act was the intention to cause damage to that person.

5.2 Sexual harassment

Claims for damage suffered as a result of the following are not covered:

- 1 sexual or sexually-charged behaviour of any kind committed by the insured party
- 2 sexual or sexually-charged behaviour of any kind committed by one or more persons from the group of which an insured party is a part, even if the insured party did not commit the behaviour.

5.3 Goods in trust

Claims for damage suffered to objects that are or were under the care of the insured party or someone acting on their behalf for whatever reason are not covered. This includes objects that are transported, processed, handled, occupied, rented, leased, lent, used, stored or subject to a rental agreement, lease agreement, pledge agreement or right of usufruct by an insured person or someone acting on their behalf.

This exclusion does not apply to:

1 Processing or handling goods entrusted to them

- a within their own business in which case the exclusion does not apply to goods that have been damaged during and due to the exercise of activities involving goods other than those that were damaged;
- b outside of their own business in which case the exclusion is limited to the goods or parts thereof that were involved in the activities at the time of damage.

The exclusion remains applicable to goods or parts thereof:

- to which the order relates;
- that were necessarily involved in the activities due to the working method used;

2 Spaces hired/provided at an exhibition/trade fair

damage to spaces hired/provided arising from the conditions under which an insured party exhibits at an exhibition, trade fair or similar;

3 Property of subordinates

damage to the property of subordinates for which the insured party is liable as the employer. This applies in so far as category C (employer's liability) is not excluded from the cover. Damage to motor vehicles is not covered;

4 Damage compensated under fire insurance

damage to objects that are or were under the care of an insured party or someone acting on their behalf, unless hired, leased, lent or maintained, in so far as the claim amount has already been reimbursed by a fire insurer that has recovered the claim amount from the insured party.

Explanation:

Liability insurance for companies is intended to cover the consequences of damage, destruction, disappearance, contamination or dirtying of goods with which the insured party accidentally, incidentally or temporarily came into contact. Such objects are not classed as goods in trust. If the insured party holds goods in trust, this means that contact with such goods is not incidental, rather it has consciously chosen/accepted to do so.

In such case, the insured party bears a risk of damage and liability for damage is not covered.

An example of a situation that does not fall under this exclusion is damage caused to a vase when moved by an insured person in order to wallpaper a wall behind it. This is not classed as goods in trust.

An example of a situation that does fall under this exclusion is damage caused to a vase that the insured party is restoring. This is classed as goods in trust.

5.4 Delivered goods/services

Claims for the following types of damage are not covered:

- 1 damage to and depreciation of goods that were supplied by or on behalf of an insured party;
- 2 damage and costs relating to recalling, replacing, improving or restoring goods that were supplied by or on behalf of an insured party; this exclusion does not apply to costs considered to be loss aversion expenses;
- 3 damage and costs relating to the whole or partial re-performance of activities performed by or on behalf of an insured party;
- 4 damage and costs incurred because the goods provided/handled cannot be used as intended.

The following applies to points 1 and 2. If the damage:

- relates to goods that were supplied by an insured party, and
- was caused by a component attached or installed by an insured party or a party acting on their behalf after delivery, then this exclusion applies only to that component. If the damage arises from an assembly attachment or installation defect, then the exclusion applies to the goods as a whole.

It does not matter who incurred the costs or suffered the damage mentioned under points 3 and 4.

5.5 Motor vehicles

Claims for reimbursement of damage caused with or by a motor vehicle are not covered.

The exclusion applies if:

- an insured party owns, possesses, drives or uses the motor vehicle;
- an insured party issues instructions or directions to the driver of the motor vehicle;
- an insured party as the employer allows use of the motor vehicle;
- a non-subordinate uses the motor vehicle in the exercise

of work on behalf of the insured party.

It does not matter whether the risk of using the motor vehicle is related to traffic or work.

This exclusion does not apply to:

1 Decoupled trailers

damage caused with or by a decoupled trailer.

Damage is not covered if caused when the trailer becomes loose or disconnected from a motor vehicle and has not yet stopped safely away from traffic.

2 Loading/unloading

damage caused with or by goods being loaded onto or unloaded from a motor vehicle;

3 Fallen/falling loads

damage caused with or by goods that were placed on, were falling from or had fallen from a motor vehicle, except if caused during the loading/unloading;

4 Passenger risk

damage caused by the insured party as a passenger of a motor vehicle; damage caused to the motor vehicle itself is not subject to the exclusion to goods in trust (see article 5.3);

5 Use of motor vehicles by subordinates

damage caused with or by a motor vehicle used by subordinates in the exercise of their duties on behalf of the insured party. This cover only applies if:

- a a motor vehicle is used that is not owned or possessed by the insured party, and
- b the insured party as the employer is also held liable for the damage, in addition to the subordinate.

Personal and property damage to the subordinate driving the motor vehicle is not covered.

The cover described in article 5.5.3, 5.5.4 and 5.5.5 does not apply if and in so far as the damage is covered by another insurance policy within the meaning of the Dutch Motor Insurance Liability Act (WAM). The deductible applicable to insurance under that act is also not covered.

Explanation:

Pursuant to the Dutch Motor Insurance Liability Act (WAM), motor insurance must be taken out on motor vehicles, so that the owner, keeper, driver and passengers are insured against liability that the motor vehicle may incur in traffic. Special insurance applies for working equipment.

Liability insurance for companies excludes by default any damage caused with or by motor vehicles. It does not supplement or substitute motor insurance, work equipment insurance or any other similar insurance.

5.6 Boats and aircraft

Claims for reimbursement of damage caused with or by boats and aircraft are not covered.

This exclusion does not apply to:

1 Damage to persons

damage caused to persons with or by aircraft;

2 Non-motorized boats or boats with maximum engine power of 3 kW

damage caused by a non-motorised boat or a boat with a maximum engine power of 3kW;

3 Passenger risk

damage caused by the insured party as a passenger in a boat or aircraft. Damage caused to the boat or aircraft itself is not subject to the exclusion to goods in trust (see article 5.3).

5.7 Mutual liability

Mutual liability of the insured parties stated in the policy is not covered for property damage.

5.8 Additional liability clauses

Claims arising from a fine, compensation, warranty, indemnification or any other clause of a similar nature are not covered.

This exclusion does not apply if and in so far as the insured party is held liable if such a clause was not in force.

5.9 Breach of government regulations

Claims for compensation for damage arising from or enabled by an act or omission that knowingly breaches a rule or regulation issued by the government are not covered, if done on the instructions of or with the consent of an insured party.

For the purpose of this exclusion, if the insured party held liable is a legal entity, an insured party is defined as:

- a member of the management board or team;
- a person employed by the insured party, who has been given special responsibility for compliance with government regulations by a member of management.

Government regulations include, but are not limited to, all regulations laid down by the government such as laws, generally-binding regulations, directives, decisions, licence conditions, subsidy conditions and policy rules.

5.10 Asbestos

Claims relating to the following are not covered:

- asbestos diseases caused by, arising from or relating to exposure to asbestos. Asbestos diseases include asbestosis, mesothelioma and lung/oesophageal cancer;
- the costs of cleaning up, removing and destroying asbestos, asbestos-related objects or objects contaminated with asbestos.

5.11 Foreign branches/affiliates

Claims relating to business activities carried on by a foreign branch/affiliate outside of the Netherlands are not covered, unless we have agreed otherwise with you in your policy.

5.12 Wilful damage

Claims for compensation relating to wilful damage are not covered.

5.13 Nuclear reaction

Claims for compensation relating to damage caused by or relating to a nuclear reaction are not covered.

5.14 Sanctions law or regulations

The following are not covered:

- activities that we are not permitted to insure on the grounds of sanctions law or regulations;
- the financial interests of persons, companies, government authorities and other entities that we are not permitted to insure on the grounds of sanctions law or regulations;
- claims by third parties whom we are not permitted to pay on the grounds of sanctions law or regulations;
- damage to or loss of objects that we are not permitted to insure on the grounds of sanctions law or regulations.

5.15 What is not insured under category B (product liability)?

In addition to the exclusions in articles 5.1 to 5.14, the following is not insured under category B:

1 Environmental liability

The insured party's liability for damage relating to damage to the environment.

5.16 What is not insured under category D (environmental liability)?

In addition to the exclusions in articles 5.1 to 5.14, the following are not insured under category D:

1. Damage to soil and surface/sub-surface water

Damage to the soil, surface water or any water bodies or channels, whether overground or underground.

Damage to the soil and surface/sub-surface water is insured if the environmental damage is caused by delivered goods.

2 Damage to the environment at own site

The costs:

- a of mitigating or rectifying damage to the environment at the insured party's site;
- b of mitigating or rectifying the consequences of damage to the environment at the insured party's site.

It does not matter who incurred such costs.

'At the insured party's site' means the address(es) at which you and/or your business are established and any other address(es) where the insured business activities are performed in whole or in part.

Any address other than your own where work is performed on behalf of a client is excluded.

This exclusion does not apply if it can be demonstrated that such costs are classed as loss aversion expenses in order to prevent or mitigate damage for which an insured party would be liable and which is covered by this insurance.

3 Genetic damage

Damage and costs resulting from genetic modification.

5.17 Special conditions on terrorism

Settlement Protocol

We are reinsured for the risk of terrorism by Nederlandse Herverzekingsmaatschappij voor Terrorisemeschaden N.V. (Dutch Terrorism Risk Reinsurance Company - NHT).

The NHT Claims Settlement Protocol for terrorism offences applies to claims for damage caused by terrorism. This article contains the key regulations from that protocol. To read the text in full (in Dutch), please visit www.terrorisemeverzekerd.nl or contact us.

What are terrorism/preventive measures?

Terrorism is defined as:

- violent acts and/or conduct, in the form of an attack or a series of attacks related in time and purpose, or
- the spread of pathogens and/or substances, resulting in injury to and/or damage to the health of humans or pets and animals, whether resulting in death or not, and/or damage to property, or otherwise damaging economic interests, reasonably suspected of being an attack or series of attacks or spread of pathogens and/or substances, whether committed by an organised group or not, orchestrated and/or carried out with the intention of achieving certain political and/or religious goals.

Preventive measures are defined as:

any precautionary measures taken by government bodies and/or insured parties and/or third parties to avert the imminent risk of terrorism or, if this danger has manifested itself, to limit the consequences thereof.

How are you insured against terrorism?

1 Limited compensation

For insured claims that are directly or indirectly related to:

- terrorism or preventive measures, and/or
- acts or conduct in preparation of terrorism or preventive measures, we limit the compensation to the amount of the payment we receive from the NHT. The NHT decides whether a claim for damage caused by terrorism is valid. You can only make a claim after the amount of compensation has been determined and announced.

Note: the NHT regulations apply exclusively to risks arising in the Netherlands. This is determined in accordance with Article 1.1 of the Dutch Financial Supervision Act (Wet Financieel Toezicht - Wft) under 'Where the risk arises'. Damage from terrorism that is not compensated by the NHT is not insured.

2 Maximum amount of compensation per location

If the claim relates to:

- material damage to immovable property and/or the contents thereof, or
- the consequences of such damage, then the NHT limits the compensation to € 75,000,000 per policyholder per insured location per year, regardless of the number of policies in place.

In application hereof, any legal entities and companies that fall under the same group are together considered to be a single policyholder. Insured location means:

- all objects insured by the policyholder and present at the risk address, and
- objects located outside that are less than 50 metres apart and of which at least one is located at the risk address.

3 Reporting damage within two years

By way of derogation from any other provisions in the policy or these terms and conditions:

- you must inform us of damage caused by terrorism within two years of the NHT of deciding whether a claim is valid;
- if you fail to comply with this, any right to compensation or payout will lapse.

6 What happens in the event of a claim and what do you pay out?

6.1 What are my obligations in the event of a claim?

As soon as you as the insured party become or should become aware of a claim or circumstance from which an obligation to pay out may arise for us, you must comply with the following obligations.

1 Informing us

You must inform us as soon as is reasonably possible. Please contact your insurance advisor to do this. They will help you to fill in the claim form and will inform us of the claim.

Note: in the event of personal injury, the insured party must report the claim or circumstance to us immediately, even if the damage is or appears to fall under the deductible;

2 Submitting the claim form

You must submit a written statement on the cause and extent of the damage, describing exactly how it was caused;

3 Providing information

You must:

- provide all information and supporting documentation that we or our appointed loss adjuster request, and
- send us all documents that you have received regarding the claim as soon as is reasonably possible. If you receive a summons, it is especially important that we receive this from you immediately;

4 Cooperating with us

You must cooperate with us in full during the claim process.

This means that you must:

- a. allow us to process the claim, handle the claims settlement procedure, and you must follow our instructions, and
- b. cooperate fully with us to recover any amount paid out by us;

5 Preventing you from harming our interests

You must not do anything that could harm our interests, such as admitting liability;

6 Mitigating the damage

You must do all that you can to mitigate any further damage. It is important that you as the insured party fulfil these obligations. If you or another insured person fail to do so, then the right to compensation will lapse if our interests have been harmed by your failure to comply with your obligations. If your intention is to deceive us, this is classed as fraud and the right to compensation will lapse even if our interests have not been harmed. We may also take action as described in article 7.5 ('Fraud').

6.2 Reporting a circumstance

If something has happened for which you or another insured party could be held liable, then this is called a circumstance. You must report circumstances to us, even if you or another insured party have not yet been held liable.

If you or another insured party are held liable, then we will use the date on which you reported the circumstance as the date of the claim.

If your insurance has changed during the validity period, then the cover that applied at the time when you reported or should have reported the circumstance applies.

This also means that claims arising from the circumstance you reported, regardless of the year in which they were reported, are subject to the same limited insured amount per policy year that applied in the policy year in which you reported or should have reported the circumstance.

6.3 When does the right to cover lapse?

In addition to the limitation period prescribed by the Dutch Civil Code, the right to cover lapses in the following cases:

1 Intention to deceive

If an insured party knowingly provides false information when making a claim.

2 Failure to comply with obligations

If an insured party fails to comply with any obligations arising under this insurance agreement, resulting in our interests being harmed.

3 Failure to report damage from terrorism in time

If a claim related to terrorism is not reported to us within two years of the Nederlandse Herverzekingsmaatschappij voor Terrorismeschaden N.V. (Dutch Terrorism Risk Reinsurance Company - NHT) deciding whether such a claim is valid (see article 5.17 for more information).

6.4 What do you do if I inform you of any damage?

If you report any damage to us, we will determine what has happened. We will also assess whether the damage is covered under this insurance. If so, we will determine whether the insured party is liable. We will also decide on the extent of the damage. Sometimes, we will appoint a loss adjuster to liaise with the insured party and/or injured party to determine the damage.

6.5 What is compensated and who is paid?

We will reimburse the damage that has been determined in so far as it is covered and the insured party is held liable. We are entitled to pay the compensation to the insured party or to the injured party directly.

The insured party's deductible will be deducted from the compensation paid out. If we compensate the injured party directly, then the insured party must still pay the deductible to the injured party.

In the event of personal injury, we are entitled to settle the damage with the injured party on behalf of and at the expense of the insured party. This means that we will also pay the insured party's deductible to the injured party. Once we have settled the personal injury claim with the injured party, the insured party must reimburse us for the deductible.

7 What other agreements apply?

7.1 General information

What is the cooling-off period?

As soon as you take out this insurance, a cooling-off period of 14 days applies from the moment you receive your policy. This gives you a chance to decide whether you want to keep the insurance in place or not.

If you decide to cancel the insurance, you must inform us by post or email within the 14-day period. The insurance will then be cancelled and you do not need to pay any premiums.

If you incur any damage, this will not be compensated.

Who insures me?

You are insured by Hoeksche Waard Assuradeuren, which is the authorised agent of the risk bearer stated in the policy. Which address will you send information to about the insurance?

By law, we can only send information about your insurance to the address that was last reported to us.

This means that we may assume that the information we have sent has been correctly addressed and reached you.

Note: Don't forget to tell us if you change your address.

How do we process your personal data?

When you wish to apply for or change an insurance policy, we will ask you for personal details. We will use this data to:

- set up and maintain the insurance;
- carry out our statutory obligations;
- prevent fraud;
- carry out marketing activities;
- ensure the security and integrity of the financial sector, our organisation, our staff and our customers.

The Dutch Code of Conduct for the Processing of Personal Data by Financial Institutions is applicable to the processing of personal data. To read the Code of Conduct in full, please visit Dutch Association of Insurers (Verbond van Verzekeraars) website (www.verzekeraars.nl). You can also contact the association to receive a copy.

In order to be able to maintain a sound acceptance, risk and fraud policy, we will view and record information about you and your insurance policies in the Central Information System of the Dutch insurers (Centraal Informatiesysteem van de Nederlandse verzekeraars - CIS).

For more information, including the CIS Privacy Policy, please visit www.stichtingcis.nl

What national law applies to the insurance?

Dutch law applies to this insurance.

What do I do if I have a complaint?

If you have a complaint about the way we have implemented your insurance agreement, please contact: Hoeksche Waard Assuradeuren, Postbus 5621, 3297 ZG Puttershoek, Netherlands. If you do not receive a satisfactory response, please contact the legal representative of Lloyd's.

By post:

Lloyd's Netherlands Representative B.V.

Postbus 30196, 3001 DD Rotterdam, Netherlands

By email: lloydsbenelux@lloyds.com

If you are an individual and are not acting in the exercise of a profession or business, you can also submit a complaint to the Dutch Financial Services Complaints Board (Stichting Klachteninstituut Financiële Dienstverlening - Kifid). This is an independent complaints office. To see the full Kifid complaints and dispute resolution procedure, please visit www.kifid.nl, where you can find out who can submit a complaint, by when it must be submitted and what costs are involved.

If you are not satisfied with the outcome, you can submit a complaint to a competent Dutch court.

7.2 Start and end of the insurance policy

When is my insurance valid until?

The insurance is concluded for a specific period. This period is your first contract term. The date on which your first contract term will end is stated in the first policy that you received.

This is called the contract renewal date. Unless you or we terminate your insurance, your insurance will be renewed beyond the contract term for a period of 12 months. The final date of the renewal period will then become the new contract renewal date.

At what time does my insurance start and end?

The insurance cover starts at 00:00 on the commencement date stated in your policy. The insurance cover ends at 24:00 on the termination date.

Under what circumstances can you terminate the insurance?

We may terminate the insurance in the following cases:

1 On the contract renewal date

If we exercise this right, we will give you at least two months' notice before the contract renewal date.

2 If you fail to pay your premium

If you do not pay your premium by the stated deadline or if you refuse to pay it, we will send you a letter. The insurance will be terminated on the date stated in the letter. You are still obliged to pay the premium that you have not yet paid.

3 Fraud

We may terminate your insurance if we determine that fraud has been committed. In such case, we will send you a letter.

The insurance will be terminated on the date stated in the letter. For more information, please see article 7.5 ('Fraud').

4 If you fail to comply with your obligation to provide information

If you provided incorrect or incomplete information when concluding the insurance, with the intention of deceiving us, or if we would not have agreed to provide the insurance if you had given us the correct information beforehand, we may terminate the insurance within two months of discovery. In such case, we will send you a letter. The insurance will be terminated on the date stated in the letter.

5 Increased risk following a change in the law

If the risk of liability is or will be increased following a change in the law or generally-binding regulations, we may terminate your insurance by informing you two months before the termination date. We may amend your insurance instead of terminating it. In this case, we may adjust the premium and/or terms and conditions. If we do this, you may be entitled to terminate the insurance. For more information, please see 'Under what circumstances can I terminate the insurance?' further below in this article 7.2.

6 Negative claims history

We may terminate the insurance after you report damage or a circumstance, but only after we have warned you about a negative claims history.

We will inform you that we wish to terminate the insurance within one month of the damage being settled.

We will provide another two months of cover after we have informed you that we wish to terminate the insurance on these grounds.

Under what circumstances can I terminate the insurance?

You may terminate the insurance in the following cases:

1 At the end of the first contract term

If you wish to terminate the insurance policy, we must receive your notice of termination no later than two months before the end of the first contract term. The insurance will be terminated on the termination date of the first contract term.

2 After the first contract term

You may terminate the insurance at any time after the first contract term.

The insurance will end on the date that you specified, which must be at least one month after you informed us.

3 If the premium and/or terms and conditions are adjusted

You may terminate the insurance if we change the premium and/or terms and conditions and this negatively affects you

or another insured party. The insurance will then end on the day on which the change would have taken effect, but this must be later than one month after we informed you about the change. If you wish to terminate the insurance policy we must receive your notice of termination no later than one month after we informed you about the change.

You are not entitled to terminate the insurance if the change to the premium and/or terms and conditions:

- arises from statutory regulations or provisions;
- results in a lower premium and does not affect the cover;
- extends the cover and does not increase the premium.

4 If you fail to comply with your obligation to provide information

If you provided incorrect or incomplete information when concluding the insurance, with the intention of deceiving us, or if we would not have agreed to provide the insurance if you had given us the correct information beforehand, you may terminate the insurance within two months of discovery. The insurance will be terminated on the date you specify in your cancellation letter. If you do not state any date in the letter, the insurance will end on the date of the letter.

5 Negative claims history

You may terminate the insurance after you report damage if:

- we have warned you about the consequences of a negative claims history as a result of previous claims, and
- you send the cancellation letter no later than 30 days after we have informed you in writing about our final decision on settlement of the claim.

The insurance will be terminated two months after you have sent the letter. If you would like the insurance to end later, you can state this in the letter.

Sale or discontinuation of business

The insurance will be terminated if:

- you sell your business, or
- you cease your business activities .

You must inform us within 8 days of selling your business or ceasing your business activities.

Consequences of terminating your insurance

If your insurance policy is terminated, then we will not process any claims or circumstances that you report to us after the termination date. Claims for damage that occurred before the insurance was terminated will not be accepted.

It is important that you:

- inform us of any circumstances that may give rise to a claim, before the insurance is terminated, and
- ensure that pre-existing risks are insured by any new insurer.

There are some exceptions to this when we will process claim or circumstances that you report to us after the insurance was terminated. These exceptions are listed in article 4.8.

7.3 Paying the premium

How do you calculate my premium?

We calculate your premium based on variable factors.

We are entitled to ask you to update this information from time to time using a change form.

You are obliged to provide us with the information we require, within the stated time period. If you fail to do so, we are entitled to increase your premium by 50% or as much more as we are entitled to on the basis of the information known to us.

When do I need to pay my premium?

You must pay your premium in advance, by no later than the premium due date stated in the payment request. The premium may also include costs and insurance premium tax.

What happens if I pay my premium late or not at all?

You are responsible for paying the premium. If the premium is not paid in full by the due date, this will affect your cover. So, do make sure that we receive your premium in time. If you pay your premium by direct debit, make sure that we can take the premium from your account on the premium due date.

- 1 If you fail to pay the first premium at the start of the insurance
If you take out insurance with us, you must ensure we receive your premium within 30 days of the date on which you receive the payment request. If we don't receive the premium by this time, you will not be covered on or after the commencement date. We are not obliged to send you a payment reminder
- 2 If you fail to pay the first premium after you cover is extended
If you extend your cover after the commencement date and your premium increases, then you must ensure that we receive the additional amount within 30 days of the

date on which you receive the payment request. The extended cover will not be valid if we do not receive the additional amount on time.

3 If you fail to pay subsequent premiums

If you fail to pay subsequent premiums, we will send you a payment reminder. If you still fail to pay, then you will not be covered for any claims or circumstances that arise from an act or omission from 15 days after the date of notification. If you refuse to pay subsequent premiums, then you will not be covered for any claims or circumstances that arise from an act or omission from 15 days after the premium renewal date.

A subsequent premium means:

- a premium that you must pay for the second policy year and any policy year thereafter;
- a premium that you must pay to renew the insurance.

When will cover be reinstated?

You are still obliged to pay the premium even if the cover has been suspended or terminated because you have failed to pay the premium.

Cover will be reinstated for all claims and circumstances that arise from acts or omissions from the day following the day that we receive all overdue amounts that we are owed.

Overdue amounts mean all premiums that have remained unpaid until that time, plus any recovery costs. For example, if you pay the full amount on the 14th of the month and we receive that payment on the 15th of that month, cover will be reinstated for acts or omissions that occurred on or after the 16th of that month.

When do I get my premium back?

If the insurance is terminated early, you will receive your premium that you paid in advance for the period after which the insurance was terminated. We will determine the amount that you will get back. This may not be the full amount, as processing and administrations costs apply. You will not receive any of your premium back if you have deceived us and/or committed fraud.

7.4 Can the premium or terms and conditions be amended at any point?

We may need to change the premium and/or terms and conditions of insurance during the policy period for insurance policies of the same type. We may do this at the time of renewal. We may only change the insurance at any other time if it cannot wait until the insurance is renewed,

e.g. if there may be very serious financial consequences for us if we do not adjust the insurance or because legislation requires us to adjust the insurance policies.

We will inform you of any changes prior to the commencement date.

If we do this, you may be entitled to terminate the insurance. For more information, please see ‘Under what circumstances can I terminate the insurance?’ in article 7.2.

7.5 Fraud

We assume that the information you provide to us is complete and correct. If you knowingly provide information that is not complete or correct, then you are committing fraud. For example, you provide incorrect information to us when you apply for insurance or make a claim. You are also committing fraud if you do not pass on important information for us to assess your request. If there is any indication that you are committing fraud, then we will carry out an investigation, under the guidelines of the Dutch Association of Insurers (Verbond van Verzekeraars).

If you have committed fraud, we may:

- terminate your insurance or refuse to pay out;
- terminate any other loans, insurance policies and accounts that you have with us;
- demand that you repay any payout that we have issued or cover our investigation costs;
- report the case to the police;
- record details of the case on the Central Information System of the Dutch insurers (Centraal Informatiesysteem van de Nederlandse verzekeraars - CIS). This is a database that banks and insurers use to tackle fraud.

We adhere to the Financial Institution Incident Alert System Protocol (Protocol Incidentenwaarschuwingssysteem Financiële Instellingen - PIFI), as approved by the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

The provisions in this article apply not only to you as a policyholder, but also to other insured parties or third parties that commit fraud.

Definitions

These definitions apply to all terms and conditions and other related documents.

Term	Explanation
Claim(s)	<p>A claim made by a third party against an insured party for compensation for damage that has resulted from an act or omission committed by an insured party. Multiple claims, whether made against multiple insured parties or not, are treated as a single claim if they:</p> <ul style="list-style-type: none"> - are related to one another, or - arise from one another, or - arise from the same act or omission, or - arise from a subsequent act or omission that is attributable to the same cause. <p>We will treat the date on which the first claim was made as the date of claim for all other claims.</p>
Nuclear reaction	<p>Any nuclear reaction which releases energy, such as nuclear fusion, nuclear fission, artificial and naturally-occurring radioactivity. The cause of the reaction is not relevant. A nuclear reaction does not include radioactive nuclides:</p> <ul style="list-style-type: none"> - that are outside a nuclear installation, and - that are used or intended for industrial, commercial, agricultural, medical, scientific, educational or non-military security purposes, and - for which a permit, if required, is issued by a government in order to produce, use, store and dispose of radioactive materials. <p>We do not reimburse claims if a third party is held liable for the damage by law or convention.</p> <p>The term nuclear installation refers to:</p> <ul style="list-style-type: none"> - a nuclear installation as defined in the Nuclear Incidents (Third Party Liability) Act (Wet Aansprakelijkheid Kernongevallen), as published in the Dutch Official Gazette 1979-225 - a nuclear installation on board a ship.
Loss aversion expenses	<p>Costs of measures taken by you, on your behalf or by or on behalf of another insured party during the validity period of the insurance that are reasonably necessary to prevent an imminent threat of damage or to mitigate insured damage that has actually occurred. This also includes damage to objects that are used in taking such measures.</p>
Contract term	<p>The number of months for which the insurance is concluded, from the commencement date until the first contract renewal date, as stated in the policy.</p>
Third party/parties	<p>Any party other than the insured party that is held liable.</p>
Validity period	<p>The period from the commencement date of the insurance until the date on which the insurance is terminated.</p>

Act or omission	<p>Any conduct that results in a claim. An act or omission refers to liability for damage that:</p> <ul style="list-style-type: none"> - is attributable by law to the role exercised by the insured party; - is attributable by generally-accepted standards to the insured party.
Insured sum	The loss amount excluding costs and statutory interest.
Damage to the environment	Any emission, discharge, seepage or escape of a liquid, solid or gaseous substance that has an irritating, polluting, contaminating or deteriorating effect in or on the soil, air, surface water or any water bodies or channels, whether overground or underground.
Wilful damage	<p>Wilful damage is defined as:</p> <ul style="list-style-type: none"> - Armed conflict: any situation in which states or other organised parties fight each other, or one attacks the other, with the use of military force. This includes the armed actions of a United Nations Peacekeeping Force; - Civil war: a more or less organised violent struggle between inhabitants of the same state; - Rebellion: organised violent resistance within a state directed against the public authorities; - Civil commotion: more or less organised violent acts that occur at different locations within a state. - Riot: a more or less organised localised violent movement directed against the public authorities. - Mutiny: a more or less organised violent movement of members of the armed force directed against the authority under which they resort.
Motor vehicles	Any vehicle designed to be propelled exclusively or partially by mechanical means built into or onto the vehicle itself or by electric traction with an external power supply, with the exception of pedal-assisted bicycles and vehicles on rails.
Circumstances	One or more facts arising from or relating to a certain act or omission, that can be reasonably assumed to lead to a claim.
Sanctions law or regulations	<p>Dutch national and international legislation and regulations on trade and economic sanctions</p> <p>Sanctions are political instruments used in response to breaches of international law, human rights or democratic principles, and in the fight against terrorism, for example.</p>
Software	The entire software and procedures used to control an automated computer system.
Stopped safely away from traffic	A legal term included in the Dutch Motor Insurance Liability Act (Wet aansprakelijkheidsverzekering motorrijtuigen -WAM). This term is further explained in case law. It refers to the idea that a trailer must be uncoupled from the vehicle that is towing it and placed somewhere away from traffic if it is being stored for a long period.
Policyholder	A natural person who or legal entity that has concluded an insurance agreement with us and is named as the policyholder in the policy.

Policy year

A period of 12 months from main premium due date and every such consecutive period of the same duration thereafter. If the period from the commencement date of the insurance until the main premium due date or from the main premium due date until the termination date is less than 12 months, this period is also classed as the policy year. If the validity period is less than 12 months, the policy year is the same as the validity period.