

Policy terms and conditions Hoeksche Waard Total insurance for Private individuals (HWTP)

In this document you will find the policy conditions that apply to all insurance policies in the Hoeksche Waard Total insurance for Private individuals.

In addition, supplementary policy conditions apply per insurance policy in this package. If there are any differences between the HWTP terms and conditions and the other policy, the terms and conditions of that policy apply.

Version: 2019

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1 Description of terms

1.1 Terms used

1.1.1 Hoeksche Waard Total insurance for Private individuals (HWTP)

Hoeksche Waard Total insurance for Private individuals (hereafter: the HWTP) comes into effect as soon as the first Hoeksche Waard insurance policy provides cover.

- a. The HWTP consists of various categories, each containing a number of insurance policies. The categories are: rights and obligations, home, transport, leisure and income.
- b. Each insurance policy consists of one or more types of cover.
- c. If you take out insurance in more than one category, you will receive a discount. The more categories, the greater your discount (package discount).
- d. The payment terms and premium payment method apply to all HWTP policies.

1.1.2 Insurer

Hoeksche Waard Assuradeuren as authorised agent of the risk bearer stated in the policy. Hereafter referred to as 'we'.

1.1.3 Policyholder

The person who has taken out the HWTP insurance policies. His or her name is on the policy schedule as policyholder or has been included in the insurer's administration as such. Hereafter referred to as 'you'.

1.1.4 Insured

You can read who is insured in the policy conditions for each insurance policy.

1.1.5 Policy period

The period for which an insurance policy in the HWTP is agreed. You will find this period for each insurance policy on your policy schedule.

1.1.6 Policy year

- a. The first policy year for an insurance policy or cover runs from the commencement date to the same day of the same month in the following calendar year.
- b. Subsequent insurance years or cover is always for a whole year. It always starts on the same day of the same month after the end of the previous insurance year.

1.1.7 Premium due date

The first day of the period to which a subsequent premium applies.

1.1.8 Incident

- a. An event or circumstance that may mean we are obliged to pay compensation. This can also be a series of interrelated events or circumstances.
- b. For a series of events or circumstances, we will assume that all events or circumstances occurred at the time of the first event or circumstance.

2 Description of the cover

For each insurance policy you can read the description of the cover in the policy terms and conditions section with the title 'Description of the cover'.

3 Exclusions

3.1 General exclusions

3.1.1 Nuclear reactions

Damage caused by or related to nuclear reactions.

- a. We understand these to be any nuclear reaction, whatever the cause.
- b. These exclusions relating to nuclear reactions do not apply to radioactive nuclides which are outside a nuclear installation and which are used or intended for industrial, commercial, agricultural, medical, scientific, educational, or (non-military) security purposes, provided that a license is issued by any national government (to the extent required), valid for the manufacture, use, storage and disposal of radioactive materials. A 'nuclear installation' is understood to be a nuclear installation within the meaning of the Nuclear Incidents (Third Party Liability) Act (Dutch: Wet Aansprakelijkheid Kernongevallen – Official Gazette 1979-225), as well as a nuclear installation on board a ship.
- c. Insofar as a third party is liable for the damage suffered under any law or convention, the provisions of subparagraph (b) above will not apply.

3.1.2 Wilful damage

Damage caused by or related to wilful damage.

We understand wilful damage to be:

a. Armed conflict

Any situation in which states or other organised parties fight each other, or the one the other, with the use of military force. Armed conflict includes the armed actions of a United Nations Peacekeeping Force.

b. Civil war

A more or less organised violent struggle between inhabitants of the same state in which a significant portion of the inhabitants of that state are involved.

c. Rebellion

Organised violent resistance within a state directed against the public authorities.

d. Civil commotion

More or less organised violent acts, that occur at different locations within a state.

e. Riot

A more or less organised localised violent movement directed against the public authorities.

f. Mutiny

A more or less organised violent movement of members of the armed force directed against the authority under which they resort.

3.1.3 Terrorism

The Terrorism Cover Clause was developed and recommended by the Verbond van Verzekeraars (Dutch Association of Insurers) and applies to almost all types of non-life insurance and sums. With respect to the cover provided by the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (Dutch Terrorism Risk Reinsurance Company) (NHT), the full text of this clause has been included in the policy terms and conditions.

A Terrorism Cover Clause with the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (Dutch Terrorism Risk Reinsurance Company) (NHT)

B Definitions of terms

The following terms apply to the Terrorism Cover Clause and its provisions.

C Terrorism

Violent acts and/or behaviour – committed outside the scope of one of the six forms of molestation referred to in

the Financial Supervision Act (Wft), Article 3:38 – in the form of an attack or a series of attacks related in time and purpose, as a result of which injury and/or damage to health, whether or not resulting in death, and/or damage to property or otherwise economic interests are affected, in which it is plausible that this attack or series of attacks – whether or not in any organisational context – was planned and/or carried out with the intention of achieving certain political and/or religious and/or ideological objectives.

D Malevolent contamination

Outside the scope of one of the six forms of molestation referred to in the Financial Supervision Act (Wft), Article 3:38, the spreading or arranging the spreading of germs and/or substances that cause injury and/or damage to the health of people or animals, whether or not resulting in death, as a result of their direct or indirect physical, biological, radioactive or chemical effects and/or damage to property or otherwise affect economic interests, in which it is plausible that the spreading – whether or not in any organisational context – was planned and/or carried out with the intention of achieving certain political and/or religious and/or ideological objectives.

E Precautionary measures

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

F Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorisemeschaden N.V.] (NHT)

A reinsurance company established by the Dutch Association of Insurers (Verbond van Verzekeraars), under which payment obligations arising from insurance agreements, which may arise directly or indirectly for insurers authorised in the Netherlands as a result of the realisation of the risks described above under the terms ‘Terrorism’, ‘Malevolent Contamination’ and ‘Precautionary Measures’, may be carried forward to reinsurance.

G Insurance agreements

a. Non-life insurance agreements insofar as they pertain to risks situated in the Netherlands in accordance with the

provisions of Article 1:1 under ‘country where the risk is situated’ of the Financial Supervision Act (Wft).

- b. Insurance agreements for life insurance insofar as these are concluded with a policyholder with normal residence in the Netherlands or, if the policyholder is a legal entity, with offices located in the Netherlands of the legal entity to which the insurance policy relates.
- c. Insurance agreements for funeral insurance with in-kind benefits insofar as these are concluded with a policyholder with normal residence in the Netherlands or, if the policyholder is a legal entity, with offices located in the Netherlands of the legal entity to which the insurance policy relates.

H Insurance companies admitted in the Netherlands

Insurance companies offering life insurance, funeral insurance with in-kind benefits, and non-life insurance, which based on the Financial Supervision Act (Wft) are authorised to conduct insurance business in the Netherlands.

I LIMITATION OF COVER FOR TERRORISM RISK

- a. If and insofar as, with due observance of the descriptions given above under ‘Terrorism’, ‘Malevolent Contamination’ and ‘Precautionary Measures’ and within the limits of the applicable policy conditions, cover exists for the consequences of an incident that is (directly or indirectly) connected with:
 - terrorism, malicious infection or preventive measures,
 - acts or conduct in preparation for terrorism, malicious infection or preventive measures, hereinafter collectively referred to as ‘the terrorism risk’, the insurance company’s obligation to pay compensation in respect of each claim for compensation and/or payment submitted to it shall be limited to the amount of the payment received by the insurer in respect of that claim under the reinsurance for the terrorism risk with the NHT, in the case of an insurance with capital accumulation increased by the amount of the capital accumulation already realised by virtue of the insurance concerned.

In the case of life insurance, the amount of the capital accumulation realised will be equal to the premium reserve for the insurance in question maintained pursuant to the Financial Supervision Act (Wft).

- b. The NHT offers reinsurance cover for the claims mentioned above to a maximum of EUR 1 billion per calendar year. This amount can be adjusted from year to year and applies to all insurers affiliated with the NHT together. Notification of adjustment will be published in three national newspapers.
- c. Contrary to the provisions of the preceding paragraphs of this article applies to insurance policies that cover:
 - loss of or damage to immovable property and/or the contents thereof,
 - consequential loss to immovable property and/or its contents, that per policyholder per insured location per annum a maximum of 75 million euros will be paid in benefit under this insurance agreement, for all participating insurers as referred above under H ‘Insurance companies admitted in the Netherlands’ together, irrespective of the number of policies issued.

For the purposes of this paragraph, insured location is understood to mean: all objects insured by the policyholder present at the risk address as well as all the policyholder’s objects insured outside the risk address of which the use and/or purpose is related to the business activities at the risk address. As such this will at least include all objects insured by the policyholder that are located less than 50 metres apart and of which at least one is located at the risk address. For the application of this sub-paragraph, in the case of legal entities and companies that are affiliated in a group, as referred to in Book 2 Section 24b of the Dutch Civil Code, all group companies together will be regarded as policyholder, regardless of which company or companies belonging to the group have agreed the insurance policy or policies.

J NHT PAYMENT PROTOCOL

- a. The Claims Settlement Protocol (here after referred to as the Protocol) is applicable to all the insurance company’s reinsurance with the NHT.

Based on the provisions stated in this Protocol, the NHT is entitled, among other things, to postpone payment of the compensation or the insured amount until such time that the NHT can determine whether and to what extent it has sufficient financial resources at its disposal to pay in full all claims for which it provides cover as reinsurer. Insofar as the NHT does not appear to have sufficient financial resources at its disposal, it will be entitled to make a partial payment to the insurer in accordance with the provisions referred to above.

- b. With due regard to that stated in Provision 7 of the Claims Settlement Protocol, the NHT is authorised to decide whether an incident in respect of which a claim to benefit is made, will be considered a consequence of the manifestation of the terrorism risk. A decision to this effect taken by the NHT in accordance with the provision mentioned above shall be binding on the insurer, the policyholder, the insured parties and the parties entitled to benefits.
- c. Only after the NHT has notified the insurer of the amount that will be paid to the insurer, by way of an advance or otherwise, in respect of a claim for payment, may the insured or the party entitled to payment of the benefit arising from this article under (a) claim the benefit from the insurer.
- d. Pursuant to Provision 16 of the Protocol, the reinsurance cover with the NHT only applies to claims for damages and/or compensation that are reported within two years after the NHT has established that a particular incident or circumstance is considered to be a manifestation of the terrorism risk within the meaning of the Terrorism Cover Clause conditions.

The Claims Settlement Protocol, including explanatory notes, and the Terrorism Cover Clause conditions at the NHT have been filed with the Chamber of Commerce in Amsterdam under number 27178761.

A summary of the Protocol follows below. On request, and free of charge, the insurer will send you the full text of the Protocol, including explanatory notes.

K Summary of the NHT settlement protocol

L General

The Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V.] (NHT) sets a maximum amount to be distributed each year. This payment capacity, the level of which may vary from year to year, has been set at EUR 1 billion for 2003. The NHT 'Claims Settlement Protocol' determines how this maximum payment capacity for the consequences of terrorism will be distributed among the injured parties.

M Summary of procedure

An incident is understood to be any 'manifestation of the terrorism risk' which may give rise to a settlement entitlement among the injured parties. You can read what

terrorism is understood to include in the Terrorism Cover Clause above. Damage caused by terrorism refers to actual damage to persons and goods, as well as other rights to benefits, such as after death.

The following procedure applies if you submit a claim caused by terrorism.

- a. As always, you report the claim to your insurer as quickly as possible.
- b. The insurer ensures that that all incoming reports are submitted to the NHT.
- c. The NHT collects all claims and determines as soon as possible after receipt whether there is indeed a terrorist act as defined in the clause.

N Terrorism in which year?

Because the NHT has a maximum amount available per year for benefits as a result of terrorism, it is important to determine in which year the act of terrorism took place. If it is certain or likely that the terrorist act took place in year X, then the terrorist act is attributed to year X.

There may be a series of interrelated terrorist acts, but they have been committed over several years. In that case, the terrorist act is attributed to the year in which the first act of the series was committed.

In any case, a series ends when there are more than six months between the acts.

O Determination of payment percentage and compensation

The NHT adds together the amounts of all known and expected claims. Based on this, the NHT will draw up a budget and announce whether the maximum available amount is sufficient to settle the claims in full. It may be that the NHT expects the total of all claims to exceed the maximum payment capacity. In that case, the NHT will determine a (provisional) payment percentage. This percentage is same for all injured parties. The NHT may also decide to settle all claims immediately.

Note: Payment to the insured is always made through your own insurer. You will not have any contact with the NHT.

P Definitive settlement of claims

The NHT will adhere to certain time frames: the NHT will determine the first budget as soon as possible after it has been established that the claims concern a terrorist act.

This budget will then form the basis for determining the payment percentage.

This is followed, within six months, by a subsequent budget if necessary with a new payment percentage. No later than two years after the first budget, the NHT will determine the definitive payment percentage.

A new budget may result in a higher payment percentage. In that case, an additional payment will be made for all claims known at that time. However, if a new budget results in a lower payment percentage, none of the benefit already paid will be recovered.

The new percentage will then only apply to claims that are notified after the publication of the previous percentage.

3.1.3.1 Provision of personal data to third parties

We may pass on personal data that you have provided to us to other parties. These parties may include emergency assistance and service providers, loss adjusters and repair companies.

3.1.3.2 Applicable code of conduct

The Dutch code of conduct for the Processing of Personal Data by Financial Institutions is applicable to the processing of personal data. You can find this at www.verzekeraars.nl.

3.2 Governing law

Dutch law is applicable to all our insurance agreements.

3.3 Complaints

You can submit a complaint about the HWTP or an insurance in this package in writing to our Complaints Desk or via www.hoekschewaardassuradeuren.nl. If you are not satisfied about how we deal with your complaint, you may appeal to the Financial Services Complaints Board [Klachteninstituut Financiële Dienstverlening], PO Box 93257, 2509 AG The Hague, The Netherlands, or via www.kifid.nl.

3.4 Suspensive condition

We may be forbidden from signing an insurance agreement with you (based on national or international sanctions and/or rules). The agreement cannot be finalised if you or another party concerned are mentioned on a national or international sanction list. We check this later, and that is why a ‘suspensive condition’ applies.

We conduct this check as quickly as possible. If you or another party concerned do not appear on a sanctions list, then the

agreement is valid from the commencement date stated on the policy schedule. If a person does appear on a sanction list, we will inform the applicant about this in writing. We will do this within 10 days of sending you the policy.

The suspensive condition is:

The agreement comes into effect only if the result of the check shows that, pursuant to the sanctions law or regulations it is not forbidden to provide financial services to:

- policyholder;
- insured parties, co-insured or other persons and/or legal entities who could benefit from the existence of the agreement;
- representatives and authorised representatives of the policyholder’s company;
- ultimate financial stakeholders in the policyholder’s company.

3.5 Exclusions per insurance policy

For each insurance policy you can read the exclusions to the cover in the policy terms and conditions section with the title ‘Exclusions to the cover’.

4 Damage

4.1 Obligations in the event of damage

4.1.1 Obligation to take loss aversion measures

Within reasonable limits, you must do everything you can to prevent or reduce further damage, as defined in the law. This obligation does not apply to an accident insurance or to accident cover.

4.1.2 Damage reporting obligation

If you (or the insured) know or should know of damage, you (or the insured) are obliged to report this damage to us as soon as is reasonably possible.

4.1.3 Duty to provide information in the event of damage

Within a reasonable period, you (or the insured) are obliged to provide us with all information and documents we need to assess whether we must make a payment.

4.1.4 Duty to cooperate

You (and the insured) are obliged to cooperate and not to do anything that will disadvantage us.

4.2 Penalties for failure to comply with obligations in the event of damage

4.2.1 Damage to interests

The insurance policy does not cover the damage if you (or the insured) have not complied with an obligation in the event of damage and if we (in the reasonable interests) have been disadvantaged as a result.

4.2.2 Intention to deceive

The insurance policy does not cover the damage if you (or the insured) have knowingly given us incorrect information, or have tried to do so. And if the intention was to receive compensation under false pretences.

4.3 Other insurance policy, provision, or settlement

The insurance policy or cover does not cover the damage if you can derive rights from another insurance, provision or settlement (or if you could derive these rights if the present insurance policy did not exist).

This provision does not apply to an accident insurance or to accident cover.

4.4 Obligation to pay

We do our best to pay compensation due as quickly as possible. However, we are not obliged to pay an amount within four weeks of receiving all details that are necessary to determine whether you are entitled to compensation.

4.5 Payment to third parties

We may pay other persons and/or legal entities directly and/or agree settlements with them.

4.6 Right of recourse

By paying you compensation for damage we obtain your rights to claim on other persons and/or legal entities. We can exercise these rights against:

- a. others;
- b. other persons and legal entities, namely:
 - policyholder;
 - a co-insured person;
 - the non-separated spouse, registered partner or life companion of the insured person;
 - blood relatives in the direct line of the insured;
 - an employee or employer of the insured;

- someone who works for the same employer as the insured.

We will only have a claim against these other persons or legal entity if there had not been any cover if the insured had caused the damage themselves.

This provision does not apply to an accident insurance or to accident cover.

5 Premiums

5.1 Payment of premiums

You are obliged to pay the premium including insurance premium tax.

5.1.1 Initial premium

You are obliged to the premium (plus insurance premium tax) for the first month or the first policy year from the first day after we have requested payment from you.

5.1.2 Subsequent premium

For an ongoing insurance policy, you must pay the premium (plus insurance premium tax) on the first day of the period to which the premium applies.

5.1.3 Interim change

If you change an insurance policy, you must pay the premium (plus insurance premium tax) on the first day after you have received our payment request.

5.2 Penalties for failure to comply with payment obligations

If you have not paid the premium and insurance premium tax on the date on which you had to pay, you are in default. The cover then automatically lapses. We do not have to notify you of this.

The HWTP and the insurance policies included will not provide cover for incidents that occur:

- a. after the date you had to pay the premium and insurance premium tax and have not made the payment.

We will only make use of this provision if you have not paid for at least 30 days (while your payment is overdue). For a subsequent premium payment, we will only make use of this provision if we have given you notice in the legally prescribed manner.

- b. if you refuse to pay the premium and insurance premium tax in full.

You are also obliged to pay the premium and insurance premium tax even if you do not have any cover.

The HWTP and the insurance policies included will provide cover again from the day following the date on which we have received all premium and insurance premium tax.

5.3 Restitution of premium

If the HWTP or an insurance policy or cover included therein is terminated prematurely, we will refund you any premium and insurance premium tax paid in excess, after deduction of administrative costs.

This does not apply if the insurance is terminated because you (or the insured) have knowingly given us incorrect information, or have tried to do so. And if the intention was to receive compensation under false pretences.

5.4 Premium calculation

5.4.1 Premium per policy period

For each new policy period we will determine the premium per insurance policy. When we do this, we also take into account:

- Cost of claims and cost developments;
- market conditions; and
- indices published by Statistics Netherlands (CBS).

If we change your premium for any of these reasons, we do not consider this as a change in the insurance policy as described in the section with the title ‘review of rates and/or terms and conditions’. This means that the provisions of that section do not apply.

Naturally, you are entitled to terminate the policy in accordance with the provisions of section 8.1 ‘termination by policyholder’.

5.4.2 Right to terminate the policy

- a. If the new premium is higher than the current premium, we will inform you prior to the new policy period. You may then cancel the insurance policy.
- b. If you do that within one month of our notice, then you will pay the lower of the premiums for this month.

6 Review of rates and/or terms and conditions

6.1 Review

6.1.1 Review of rates and/or terms and conditions

If we change the rates or terms and conditions of the insurance policies or cover provided by policies in the HWTP, we may also adjust your insurance policies or cover to the new rates or terms and conditions. We will inform you in advance.

6.1.2 Change to package discount

A change to the package discount is not considered as a review of rates and/or terms and conditions.

We may determine this discount at the start of each new policy year.

6.2 Right to terminate the policy

- a. If we implement changes in the HWTP, the insurance policy or the cover, you are entitled to terminate the policy within one month of our notification of the changes. If you do that, then you will pay the lower of the premiums for this month.
- b. You decide for yourself on which date your HWTP, insurance policy or cover stops. The HWTP, insurance policy or cover will then terminate on that day, and from then on, you will not pay the premium.

7 Changes to the risk

You can read about changes to the risk and risk limitation per insurance policy in the section with the title ‘Changes to the risk’ in the insurance policy terms and conditions.

8 End of the insurance policy

8.1 Termination by policyholder

The HWTP, insurance policy or cover terminates when you cancel it.

8.1.1 Policy period

- a. All insurance policies have a minimum policy period of one year. This means that you may cancel the insurance policy after one year. After the first year you may cancel

the insurance policy at any time and there is no notice period. The insurance will terminate on the date you specify. If we only receive your cancellation letter after that day, the insurance policy will terminate on the day on which we receive your letter.

8.2 Termination by insurer

The HWTP or insurance policy or cover included in the HWTP will terminate if we cancel this in the following cases.

8.2.1 Policy period

We apply a notice period of two months in the following cases:

- at the end of the policy period;
- at another moment after the first policy period, if we consider, in all reasonableness, that the risk to us is too great or unacceptably high. The number of claims you have made may influence this decision;

We may terminate your insurance immediately if:

- continuation from the agreement can no longer be expected from us. For example, if it concerns insurance for a car that is used for criminal purposes.

8.2.2 No risk run

- a. At the end of a policy year in which you, the insured, and we, the insurer, have not run any risk. An additional requirement applies in this case: that we terminate the insurance within one month after the end of that policy year.
- b. The HWTP or insurance policy or cover terminates immediately after that policy year.

8.2.3 Failure to comply with the obligation to disclose

- a. If we indicate that you have not complied with your obligation to disclose.
- b. The HWTP, insurance policy or cover terminates on the date stated in the cancellation notice.

8.3 Termination by operation of law

The HWTP, insurance policy or cover terminates without notice in the following cases.

8.3.1 Interest in insured object

Immediately if all insured parties no longer have an insurable interest in what is insured. For example, if the insured objects have been sold or gifted. This does not include the death of the policyholder.

8.3.2 Policyholder

- a. If you die, the insurance policy will terminate nine months after the heirs are informed, or could be informed of this. The insurance will also terminate nine months after we have been informed (if this is sooner).

8.4 Dissolution

An insurance policy included in the HWTP ends by dissolution if you have failed to fulfil your obligations.

Valid reasons for dissolution are:

- a. If you or the insured have deliberately misled us or tried to do so.
- b. If you have not paid the premiums or not paid on time.
- c. If you do not cooperate with the prescribed measures to limit the damage (see the section with title 'Change to the risk' in the 'Risk limitation' section of the terms and conditions per policy).

9 Supplementary policy provisions

9.1 Personal data

9.1.1 Processing personal data on application for and/or change to an insurance policy

When you apply for a the HWTP, an insurance policy or cover we request personal data from you. We use this data to enter into agreements and to carry them out, for example: to estimate the risks. In addition, we use this data for marketing activities, fraud prevention, statistical analysis and fulfilling our statutory requirements. In addition to the information we receive from you, we may also obtain information from other parties we consider reliable.

We may also consult personal data held by the Stichting CIS (CIS Foundation) in The Hague or have it recorded there. The CIS Foundation's own privacy regulations apply to this, see (www.stichtingcis.nl).

9.1.2 Processing personal data in the event of damage

If we receive a claim for damage we will request personal data.

We process this data to fulfil our obligations under the insurance agreement, such as assessing risks. In addition to the information we receive from you, we may also obtain information from other parties we consider reliable. We may

also consult personal data held by the CIS Foundation or have it recorded there. The CIS Foundation's own privacy regulations apply to this.

9.1.3 Provision of personal data to third parties

We may pass on personal data that you have provided to us to other parties. These parties may include emergency assistance and service providers, loss adjusters and repair companies.

9.1.4 Applicable code of conduct

The Dutch code of conduct for the Processing of Personal Data by Financial Institutions is applicable to the processing of personal data. You can find this at www.verzekeraars.nl.

9.2 Governing law

Dutch law is applicable to all our insurance agreements.

9.3 Complaints

You can submit a complaint about the HWTP or an insurance in this package in writing to our Complaints Desk or via www.hoekschewaardassuradeuren.nl. If you are not satisfied about how we deal with your complaint, you may appeal to the Financial Services Complaints Board [Klachteninstituut Financiële Dienstverlening], PO Box 93257, 2509 AG The Hague, The Netherlands, or via www.kifid.nl.

9.4 Suspensive condition

We may be forbidden from signing an insurance agreement with you (based on national or international sanctions and/or rules). The agreement cannot be finalised if you or another party concerned are mentioned on a national or international sanction list. We check this later, and that is why a 'suspensive condition' applies.

We conduct this check as quickly as possible. If you or another party concerned do not appear on a sanctions list, then the agreement is valid from the commencement date stated on the policy schedule. If a person does appear on a sanction list, we will inform the applicant about this in writing. We will do this within 10 days of sending you the policy.

The suspensive condition is:

The agreement comes into effect only if the result of the check shows that, pursuant to the sanctions law or regulations it is not forbidden to provide financial services to:

- policyholder;
- insured parties, co-insured or other persons and/or legal entities who could benefit from the existence of the agreement;
- representatives and authorised representatives of the policyholder's company;
- ultimate financial stakeholders in the policyholder's company.