



Business Liability Insurance

Policy conditions

AVB01012022GB

TRANSLATION

These conditions have been translated from the original Dutch wording. In case of differences between the wording of these conditions and the original Dutch wording, the provisions of the latter shall prevail.



Introduction

This Business Liability Insurance Policy covers damage that you or your employees cause during working hours.

The policy conditions are set out below. Details are provided of among other things:

- The applicable rules;
- Your and our obligations;
- The method for calculating the premium;
- The compensation or assistance you are entitled to receive;
- The procedure for reporting damage.

It is important that you read these policy conditions carefully. This will ensure that you are fully aware of what actions you should take and your entitlements.

We will send you a policy schedule if you take out insurance with us. This policy schedule sets out the contingencies for which you are insured. Any Special conditions that are applicable to this insurance can also be included on this. Please make sure that you safely store your policy schedule and the accompanying documents.

Reading guide to these policy conditions.

Check the table of contents for the topic you wish to learn more about. This is the quickest way to find the topic.

A description of the General Conditions is given after the explanation of the used terms. These are the conditions that apply for the entire insurance. After this, we then describe the conditions per cover. Your insurance cover is stated on the policy schedule.

If you would like to know whether we reimburse your damage, do not just look at what is insured, it is also important that you look at what is not insured. The excess, the amount of the maximum reimbursement or other special details also influence the amount that will be reimbursed.

Would you like additional information?

Do you have any questions concerning this insurance? Then do not hesitate to contact us. You can call us at +31 (0)528 29 29 99. Was the insurance taken out through an intermediary? Then contact your intermediary. You can also visit our website, www.tvm.nl, for more information on this insurance.



Contents

Explanation of the used terms	4
General conditions	5
1. With who are you insured?	5
2. What rules apply to the policy commencement and expiry dates?	5
2.1. Commencement date and extending the insurance	5
2.2. When can you terminate the insurance?	5
2.3. When can we terminate the Insurance?	5
3. May we change or terminate the insurance in the interim?	6
3.1. Change to your insurance	6
3.2. Do you object to the changes?	6
3.3. In what circumstances are you not entitled to cancel the insurance?	6
3.4. Termination of your insurance	6
4. How do we treat your personal data?	6
5. What can we do in case of fraud?	6
6. What are your options in the event of complaints ?	6
7. What obligations are imposed on you?	7
7.1. What do we expect from you?	7
7.2. What if you do not meet the obligations?	7
8. What should you do if your business activities change or you are involved in a company takeover?	7
9. How do we calculate the premium?	7
10. What rules apply to the payment of premiums?	7
10.1. Payment of first premium	7
10.2. Payment of following premiums or any excess	7
11. What is not insured?	8
12. Is the damage also insured under another insurance policy?	8
13. When do we recover paid claims?	8
14. In which countries are you insured?	8
15. What is the procedure for reporting damage/injury?	8
15.1. What should you do in the event of a claim?	9
15.2. What should you know in the event of a claim?	9
15.3. Who determines the claim?	9
16. When should you report a claim to us?	9
16.1. Report claims during the term of the insurance policy	9
16.2. Damage caused before the insurance policy takes effect (commencement date)	9
16.3. Reporting a circumstance	9
16.4. Extension of the notification period (run-off, subsequent notification)	9
17. How are claims resulting from acts of terrorism settled?	9
What are you insured for?	10
18. Company liability	10
18.1. Additional cover for third-party loading/unloading equipment	12
19. Employer's liability	13
20. Product liability	13
21. Limited environmental liability	14
22. Environmental damage	14
22.1. Your business location and the business locations of third parties	14
22.2. Additional cover for incoming environmental damage	16
22.3. Trading losses related to clean-up operations at the policyholder's business location	16
22.4. What rules apply to cover for environmental damage?	16
22.5. Rules for clean-up operations	17
22.6. Legal assistance for clean-up operations	17

Explanation of the used terms

The following terms and words are explained to ensure these policy conditions are as comprehensible as possible. The terms that appear in these conditions are given below. The terms that we use with the conditions per cover are explained in that section.

- **Claim:** a claim for damages resulting from the actions or omissions of the insured. Interrelated claims are regarded as a single claim.
- **Cybercrime:** damage, or the threat thereof, caused by the unauthorised use - or the threat thereof - of amongst others:
 - a computer or computer system, for example a server, communication system, personal computer, laptop, tablet, smartphone or other electronic equipment;
 - software, for example an operating system or an app;
 - computer code;
 - digital data;
 - a computer virus;
 - a digital information repository;
 - a (micro)chip;
 - electronic components, such as semiconductors and/or an integrated circuit.

By unauthorised use we also mean the unlawful access to or processing of data.
- **Cover:** this describes the risks for which you are insured. This policy provides cover for various types of risk.
- **Third parties:** Anyone except the insured held liable for damage. We also use the term 'other party' in this respect.
- **Fraud:** You commit fraud if you intentionally mislead or attempt to mislead us in order to receive a payment or to achieve the fulfilment of an obligation to which you are not entitled. Fraud also includes seeking to benefit in another way without having any right to reimbursement, payment or the fulfilment of an obligation by intentionally giving us incorrect information.
- **Acts or omissions:** A (wrongful) act or failure to act on the part of the insured, for which they can be held liable. This also includes claims made against the insured person because of their specific legal capacity or status. An insured can, for example, be held liable for damage caused by an animal that they own.
- **Annual salary:** The total gross salary amount in a given calendar year as declared to the tax authorities.
- **Annual turnover:** The total amount of invoices, bills, etc. sent during a given calendar year.
- **Environmental damage:** Contamination of the soil, air, surface water or any other (subterranean) water with chemicals or other pollutants.
- **Circumstance:** The occurrence of an incident or situation as a result of the acts or omissions of an insured or resulting from an accident that will presumably lead to a claim.
- **Subordinates:** Employees, trainees, temporary workers and all other natural persons who carry out work for you in an employment relationship. In this respect, you have to manage and be in charge of the work carried out for you. The work also has to be in line with the insured capacity named in the policy schedule.

- **Communicable disease:** a disease that can be transmitted:
 - from one organism to another (such as humans, animals, plants or bacteria);
 - by a virus, bacteria, parasite, other organism or a variation thereof;
 - directly or indirectly, for example through the air, liquids or an object.
- **Policy schedule:** An outline of the cover provided under the policy conditions.
- **Sanction lists:** Every list drawn up by the Dutch government, the European Union, the United Nations or the United States of people who and organisations which are subject to sanctions.
- **Damage:** This is understood to mean:
 - property damage: damage, contamination or total loss of property, including consequential damage and/or costs that have been incurred;
 - bodily injury: injury, impairment of health or the death of people, including consequential damage and/or costs that have been incurred.
- **You/Policyholder/Employer:** The person who concludes the contract of insurance with us.
- **Insured capacity:** The profession, work or activities that you have insured. This is described in the policy schedule.
- **Insurance year:** Period from the commencing date of the insurance up to the next principal premium due date. And each period of 12 months thereafter.
- **Employer's liability:** The liability of the employer for damage caused by a subordinate while working.
- **Insured:** The policyholder, subordinates, partners, directors, supervisory board members, pension funds, staff associations (including their committee members) and members of the policyholder's household and family. The insurance only applies if these people are actively employed by and/or carry out work for the policyholder.
- **We/us/the insurer:** TVM verzekeringen N.V.

Insurance for the self-employed

You can be held liable for third-party damage caused by a self-employed person contracted by you. Your liability is covered under this insurance, but only if the work they carry out on your behalf falls within your insured capacity. Self-employed persons can also be held liable for damage because they operate as independent contractors. Under the terms of this insurance, this means we can also recover part of any amount we pay in damages from self-employed persons acting on your behalf.

If the work carried out by self-employed persons acting on your behalf does not fall within your insured capacity, we will not compensate any damage. Self-employed persons must therefore have their own third-party liability insurance as well.

Your employer's liability insurance also covers damage suffered by a self-employed person for which you can be held liable.

General Conditions

The conditions that are applicable on the entire insurance are set down in this chapter. Thus, please make sure that you read this carefully so that you will not have any unpleasant surprises later on. The details that you have supplied form the basis for the insurance.

1. With whom are you insured?

You are insured with TVM verzekeringen N.V. (Chamber of Commerce number: 53388992, Dutch Authority of the Financial Markets (AFM) registration number 12040443); www.tvm.nl. Our address is: Van Limburg Stirumstraat 250, 7901 AW Hoogeveen. Our postal address is: Post box 130, 7900 AC, Hoogeveen.

By taking out this insurance you are entitled to apply for membership to the Coöperatie TVM U.A. This is not possible if the insurance is handled by an authorised agent of TVM or if your company is established outside The Netherlands. The Coöperatie TVM U.A. is entitled to cancel the membership if the insurance is going to be handled by an authorised agent. An authorised agent is someone or an organization that may accept insurance on our behalf.

The law of the Netherlands is applicable on this insurance.

2. What rules apply to the policy commencement and expiry dates?

2.1. Commencement date and extending the insurance

- Insurance cover will be provided as of the commencement date stated in your policy schedule.
- The policy schedule also specifies the policy expiry date. If you do not make any new arrangements with us before this date, the insurance will be automatically extended for a period of 12 months.
- You are not entitled to receive compensation for damage resulting from acts or omissions that precede the policy commencement date.

2.2. When can you terminate the insurance?

- You can terminate the insurance at any given moment in writing if you have not concluded any new agreement with us after the first contract term. A notice period of one month applies for this.
- You can terminate the insurance in writing per contract renewal date, if you have agreed a (new) contract term with us. A notice period of two months is applicable in such an instance.

2.3. When can we terminate the Insurance?

- We are entitled to terminate the insurance per contract renewal date if we inform you of this in writing two months before the contract renewal date.
- We can terminate the insurance with immediate effect if:
 - you do not pay the premium or the excess at all or on time;
 - you intentionally mislead us when taking out or during the term of the insurance by providing incorrect or too little information;

- you have not supplied the correct information in the event of a claim;
- your business activities change;
- your company goes bankrupt. We do not provide cover from the moment you are declared bankrupt;
- you, by court order, may defer your payments (suspension of payments);
- your company ceases to exist;
- it is established that there is a case of (an attempt to commit) fraud involving this insurance or any other insurance taken out with us. We shall be entitled to terminate all insurance policies that you have with us as of the date of the letter in which we inform you accordingly;
- the liability risk changes as a result of statutory measures or regulations in such a way that you can no longer reasonably expect us to insure it. In this situation, we can also decide to review the policy conditions and/or the premium.

We always refund premiums paid in excess, except in fraud cases.

- We are entitled to immediately terminate the insurance in relation to sanction legislation if:
 - you are included on the sanction list;
 - you are a legal person, of which a holder of 25% or more of the shares is included on the sanction list;
 - you are a legal person and controlled by a person (natural or legal person) who is included on the sanction list. Consider here, amongst others, a director and/or a supervisory director;
 - a sanction has been imposed by the Dutch government, the European Union, the United States or the United Nations that forbids us from issuing your insurance.
- We are entitled to terminate the insurance in relation to sanction legislation at any given moment, with a notice period of two months, if:
 - you do not cooperate with establishing the ultimate beneficial owner of your legal entity, for example, by not filling in a UBO form.

If one of the above points apply to you or if national or international rules apply that forbid or restrict this, then:

- we will not provide cover under this insurance;
- we will not make any payments to you or on behalf of you;
- we will not refund any premiums paid in excess or advance;

For so long as the sanctions apply, we will not be obliged to do so.

3. May we change or terminate the insurance in the interim?

3.1. Change to your insurance

We are allowed to change the premium and/or conditions of your insurance in the interim. You will receive a letter or e-mail from us at least 30 days before the change takes effect.

3.2. Do you object to the changes?

If you object to the changes, you are entitled to cancel the insurance. You may simply inform us by means of a letter or email that you wish to cancel the insurance. You should, however, do so within 30 days of the date of our notification of implementation of the change. The insurance will then be terminated as of the date of implementation of the change. This date is listed in our message. If you fail to send us a letter or email within the aforementioned 30 day period, then the changes will also apply to you.

3.3. In what circumstances are you not entitled to cancel the insurance?

You cannot cancel the insurance if the change is due to:

- an amendment to legislation or regulations or if it follows from case law;
- an extension of the cover;
- a reduction in the premium;
- an alteration that is either in your favour or bears no further consequences in your case;
- a premium settlement.

3.4. Termination of your insurance

It is in everyone's interest that we remain capable to of fulfilling our service obligations in the future. In exceptional cases it may be necessary for us to terminate the insurance in the interim. We then do this simultaneously for an entire group of clients or insurances in the same way and at the same time.

A situation may arise in which a termination cannot wait until the insurance is renewed, for example because it may have serious financial consequences for us or because legislation obliges us to do so.

Explanation: Special cases are, for example, where we cannot, or cannot at a reasonable premium, reinsure ourselves against certain risks. Or if legislation prohibits us from insuring certain risks.

If we are going to terminate the insurance in the interim, we will, of course, always let you know before hand. By letter or e-mail we will then explain exactly why we are terminating the insurance in the interim.

4. How do we treat your personal data?

When you request insurance, we ask for your personal details. We are a subsidiary of Coöperatie TVM U.A. Coöperatie TVM U.A. and its subsidiaries share your personal information for the following purposes:

- acceptance and administration of your insurance;
- processing claims;
- statistical research;
- to prevent and combat fraud;
- to check against sanction lists;
- marketing activities;
- risk prevention and management;
- to comply with legislation and regulations.

If you would like to know more about privacy and how we use your personal information, click the 'Privacy Statement' at the bottom of the homepage on our website.

In the use of your personal information we adhere to the Code of conduct for the processing of personal data by insurers (see www.verzekeraars.nl). We also exchange your claim history and insurance details with the Central Information System Foundation (CIS). We do this in order to adopt a responsible policy for handling claims and accepting insurance risks, and to combat fraud. In this respect, we follow the privacy regulations of the CIS. If you would like to know more, go to www.stichtingcis.nl.

5. What can we do in case of fraud?

In case of fraud, we can report it to the police and take the following measures.

- We register your details in the database for insurers maintained by the CIS foundation, with the Fraud Office at the Dutch Association of Insurers' Centre for the Prevention of Insurance Crime (CBV), and in TVM verzekeringen's internal Events Administration or Incidents Register.
- We can recover from you any (investigation) costs incurred and/or damages paid.
- If we engage the service organisation for liability claims (SODA), then you will be charged at least the standard fee set by SODA.
- If SODA is not engaged, we can charge you for the actual internal investigation costs incurred.
- We can terminate all insurance policies you have with us.

6. What are your options in the event of complaints ?

If you have a complaint then do not hesitate to contact us. If your complaint cannot be resolved by our employee, then you can submit your complaint by using our [online complaint form](#). Or you can send an e-mail to klachtenloket@tvm.nl. If you are not satisfied with the solution we propose, you can then choose to submit your complaint to Dutch court.

7. What obligations are imposed on you?

7.1. What do we expect from you?

We expect you to:

- comply with the rules applicable to this insurance;
- comply with government regulations;
- provide us with correct information when taking out the insurance.
- inform us immediately about changes during the term of the insurance, such as:
 - a change in business activities;
 - a company takeover;
 - a change of your address and/or contact details or bank account number.
- pay your premium and excess on time;
- supply us with information promptly so that we can calculate the premium for the new insurance year.

In the cover overview of the cover that you have taken out, there could be additional rules that you must meet. Read these rules carefully, then you will know what we expect of you.

7.2. What if you do not meet the obligations?

If you do not adhere to the obligations and instructions, we could suffer a loss as a result. If we suffer a loss in this way, we will be entitled to:

- do not or only partially pay your damage;
- terminate the insurance immediately;
- increase the premium;
- have you to pay back payments and/or the costs we have incurred.

8. What should you do if your business activities change or you are involved in a company takeover?

A change in business activities or a company takeover should be reported to us immediately.

We will inform you whether we will continue to offer the insurance and for which conditions. You will be informed of this 30 days after we have received the information.

9. How do we calculate the premium?

If the premium is dependent on changing factors, such as annual salary or turnover, we use an advance premium as starting point. This can be done in the following way:

- We calculate the advance premium based on the information you supply on the expected annual salary or turnover or the annual salary or turnover of the previous year.
- We calculate the definitive premium that you then have to pay after the end of each year. This is done on the actual annual salary or turnover.
- The premium that we charge consists of a settlement between the advance premium paid for the past year and the calculated definitive premium over that same year.
- We refund any advance premium paid in excess. If you have underpaid on your advance premium then you still have to pay this to us.

Attention: In order to calculate the premium, we need to receive this information from you on time. If you do not supply this information on time, we shall be entitled to increase the premium by a maximum of 50%.

10. What rules apply to the payment of premiums?

10.1. Payment of first premium

- The insurance commences on the agreed date, when you pay the first premium within 30 days after the invoice date. If you fail to do this: Then we assume that you are no longer interested in taking out the insurance. Then you were not insured with us.

10.2. Payment of following premiums or any excess

- You pay the following premiums within thirty days after the invoice date. This also applies for any excess that we charge you. If you fail to do this: Then we will send you a payment reminder.
- If you do not pay or do not pay on time after receiving the reminder:
 - After 15 days, calculated from the date when we send you the reminder, you will no longer receive compensation for any new claims.
 - In this case, we shall also be entitled to terminate the policy.
 - If you do pay, but not on time and we have not yet terminated the policy, you will once again receive compensation for new claims as of the day following the day on which we receive payment.
- You are always obliged to pay the premium or a charged excess. If we initiate a (legal) process for the payment that you have to pay, then any associated (collection) costs incurred are for your expense.

11. What is not insured?

We provide no assistance and pay no claims if these have been caused by:

- intentional act or omission, which is also understood to mean conditional intent, recklessness or with the approval of an insured and/or persons for whom insured is liable. If the policyholder is a legal entity, the insured is understood to mean the director is listed in the trade register of the Chamber of Commerce. With a commercial or limited partnership, the insured is understood to mean the managing partner;
- fraud.

There is a situation where the abovementioned claim is though covered. This is when you can prove that you were unaware of the situation and you also did not want it to happen and you could not prevent the situation from occurring.

We further provide no assistance and pay no claims if these have been caused by:

- nuclear reactions, we understand here any nuclear reaction in which energy is released, including nuclear fusion, nuclear fission or artificial and natural radioactivity;
- acts of war, we understand here;
 - Armed conflict is understood to be any conflict in which at least one nation state or organised party combats another state or organised party with the use of military force.
 - Armed conflict also includes military action conducted by a peacekeeping force of the United Nations.
 - Civil war is understood to be a more or less organised violent struggle between inhabitants of a nation state, in which a considerable number of the inhabitants of the state are involved.
 - Insurrection is understood to be an organised violent resistance within a state, directed against the public authorities.
 - Civil commotion is understood to be more or less organised violent acts occurring in several places within a state.
 - Riots are understood to be a more or less organised local violent movement directed against the public authorities.
 - Mutiny is understood to be a more or less organised violent movement of members of any armed force directed against the authority under which they have been placed.
- (bio)chemical, biological or electromagnetic weapons;
- seizure by a Dutch or foreign authority;
- communicable disease.

We also do not reimburse claims:

- that would definitively have occurred at the moment you take out the insurance;
- on goods where this is not permitted according to national or international regulations;
- to persons, companies, authorities and other parties where this is not permitted because of national or international agreements.

12. Is the damage also insured under another insurance policy?

Are there other insurance policies or facilities that also pay the same claim? Then you are expected to immediately inform us about these policies.

We do not pay a claim:

- if this claim is already paid on the basis of a facility, the law or another insurance policy or;
- if the damage would have been compensated if this insurance policy with us did not exist.

If this insurance policy covers more than the amount compensation by this scheme, law or other insurance policy, because the insured sum is higher or the policy conditions are different, we will only compensate the amount of damage that exceeds the higher insured sum or that you are entitled to receive under the policy with different conditions. We will not pay the excess (if applicable) stipulated in another policy.

13. When do we recover paid claims?

We are entitled to recover the paid claim and incurred costs if:

- no insurance cover exists;
- someone else is liable. Then we recover the paid claim from the liable third party.

14. In which countries are you insured?

- The insurance policy provides worldwide cover. Claims that are subject to the laws of the United States or Canada are not insured.
- Worldwide cover is provided for business trips made by an insured person on behalf of the company.
- The cover for environmental damage outlined in Article 22. Environmental damage only applies in European Union member states, and Norway and Switzerland.

15. What is the procedure for reporting damage/injury?

The claim should be reported to us as soon as possible within three days at the very latest. This can be done in the following ways:

- Internet www.mijntvm.nl
- Telephone +31 (0)528 29 27 00
- E-mail smd@tvm.nl
- Post TVM verzekeringen
Antwoordnummer 70
7900 VB Hoogeveen

After which, you should forward the completely filled out claim form to us within seven days after reporting.

15.1. What should you do in the event of a claim?

We expect you to:

- supply all the information that could be important for the settlement of the claim. This is for example the case when someone else is liable for the damage;
- cooperate in order for the claim to be settled quickly and properly;
- forward the original supporting documents at our request;
- forward all documents that relate to the claim to us as soon as possible;
- make no commitments, statements or undertake actions regarding the compensation of damage.

If you do not adhere to these rules, we could suffer a loss as a result. Then we are entitled not to pay or only partially pay your claim. You can read in article 7.2 'What if you do not meet the obligations' about the additional consequences this can have for you.

15.2. What should you know in the event of a claim?

- If you make a claim, this automatically authorises us to settle this claim on your behalf.
- We can engage counsel if criminal proceedings are instituted against an insured.
- We are entitled to pay directly to the benefit claimant.
- We handle bodily injury claims in accordance with the provisions of Article 7:954 of the Dutch Civil Code. This entails, for example, that a claimant can demand compensation directly from us instead of contacting you first.
- Is a claim on several covers of this Business Liability policy insured? Then the once-only insured amount applies as maximum.

15.3. Who determines the claim?

- We can engage an expert to determine the claim. The costs incurred for this are for our account.
- If you disagree with the loss assessment of the expert then you can engage your own expert. The costs incurred for this are initially for your own account.
- You must have reasonable grounds for bringing in your own loss adjuster. This means that the costs of your loss adjuster must weigh up against the difference that you expect in the assessed value of your claim.
- We will in any case pay the costs of your loss adjuster up to the amount charged by our loss adjuster. If the costs of your loss adjuster exceed the costs of our loss adjuster, we will only pay the additional amount if they are reasonable.
- If the two experts fail to agree, then we will together appoint a third expert. This expert determines the scope of the claim, which is then binding for you and us. The costs incurred for this expert are for your and our account.

16. When should you report a claim to us?

16.1. Report claims during the term of the insurance policy

You must report claims or circumstances from which (liability) claims can arise during the term of the insurance. In this respect, see Article 18. Company liability 'What conditions have to be met?'

16.2. Damage caused before the insurance policy takes effect (commencement date)

You are not insured for damage resulting from acts or omissions that precede the policy commencement date, unless we have reached an agreement with you in this respect and the related terms are specified in the policy schedule.

16.3. Reporting a circumstance

If an incident (for example, an accident) occurs, you cannot always know whether it will result in a claim.

For instance, you might not have been held liable yet, but it can be reasonably assumed that this will happen in the future. We call this a circumstance. You must notify us of the occurrence of a circumstance that could lead to a claim. This is especially important if the insurance is terminated because you can only report claims or circumstances during the term of the insurance.

You can report circumstances to us up to the policy expiry date. If you do this, we will backdate any claim that may arise in connection with the circumstance to the day when we receive the related notification, i.e. during the term of the insurance.

16.4. Extension of the notification period (run-off, subsequent notification)

You can extend the notification period for claims or circumstances to after the policy expiry date. If you wish to do this, you must inform us accordingly before the policy expiry date.

A longer notification period only applies to damage resulting from acts or omissions that occur during the term of the insurance.

The notification cannot in any case be extended:

- if we cancel the insurance in connection with fraud;
- if you cancel the insurance. The notification period can be extended if you discontinue your business activities, unless you do this because your company is sold or taken over.

If you request us to extend the notification period, we will assess whether we can do so.

You will receive a proposal from us stating the term, the premium and the conditions under which the extension of the notification period may take place.

17. How are claims resulting from acts of terrorism settled?

A claim caused by terrorism is reimbursed based on the Claims Settlement Protocol and the accompanying Terrorism Cover Clause Sheet of the Dutch Reinsurance Company for Terrorism Damages (clausuleblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden (NHT)). If you want the complete text of the protocol and the clause sheet, please go to: nht.vereeende.nl or www.tvm.nl.

This means that if you have suffered damage as a result of an act of terrorism your claim might not be fully reimbursed.

What are you insured for?

This section describes the conditions per type of cover. The cover you have taken out is stated in your policy schedule.

18. Company liability

You have this cover if it is stated in your policy schedule.

It insures damage suffered by third parties caused by you or your personnel. The overview below states what is and is not insured.

<p>What is insured?</p>	<p>This insurance covers the liability of the insured while performing activities within the scope of the insured capacity for damage suffered by third parties during the term of the insurance.</p> <p>Damage with or by motor vehicles is only insured:</p> <ul style="list-style-type: none"> • if an insured person uses a motor vehicle (other than unloading/loading equipment owned by third parties as referred to in Article 18.1) which you do not own and/or which is not in your possession or keeping, for work and causes damage for which you are responsible as the insured person's employer; • if an insured person causes damage while travelling as a passenger in a motor vehicle or damages the motor vehicle (passenger risk); • in accordance with Article 18.1. 'Additional cover for third-party loading/unloading equipment', but only if this form of cover is stated in the policy schedule; • if the damage is caused with or by a trailer, semi-trailer or similar object that, after being disconnected or detaching from the respective towing vehicle, safely comes to a standstill away from road traffic; • if the damage is caused by cargo while loading or unloading the motor vehicle; • if the damage is caused by cargo or other goods while loaded on, being carried by, falling from or having fallen from a motor vehicle. • if this was caused with a bicycle with pedal assistance up to 25 km/hour (e-bike or elobike); • if the insured as employer is liable for a recourse claim of a healthcare insurer for paid healthcare costs of a hired subordinate (temporary employee) who, as driver, has had an accident with the motor vehicle. <p>Damage with or caused by motor vehicles is not covered if it is insured via another insurance based on, for example, the Motor Insurance Liability Act (WAM). In the event that passenger risk is insured, any accumulated no-claim bonus and/or excess refund will not be affected.</p>
<p>What conditions have to be met?</p>	<p>In order to be eligible for compensation, the following conditions must be met:</p> <ul style="list-style-type: none"> • the claim against the insured must be made during the term of the insurance; • the insured must inform us of the claim during the term of the insurance; • the insured must notify us of the circumstance on which the claim is based during the term of the insurance. In this case, we regard the notification of the circumstance as being informed of the claim; • the insured may not be aware of the claim or the respective circumstance when the insurance is taken out. <p>If any insured other than the policyholder wish to derive rights from this insurance, they can only do so with the policyholder's permission.</p>
<p>What is not insured?</p>	<p>You are not insured against liability for damage:</p> <ul style="list-style-type: none"> • resulting from acts or omissions that precede the policy commencement date; • to property owned by the policyholder or its affiliated companies. Damage that subordinates cause to each other is covered; • caused intentionally by the policyholder (or its legal representative) that is in conflict with the law or any other provisions; • caused with or by motor vehicles. This is covered in the situations described under 'What is insured'. • caused with or inflicted by aircraft; • to property caused or inflicted by or through a motorised vessel; • liability for sexual or sexually oriented behaviour in any form whatsoever. This also applies if the damage is caused as a member of a group; • to property that an insured or someone representing them, has in their possession. <p>Attention: What is and what is not covered is specified below in the 'Explanation of exclusions to goods held in trust'.</p> <ul style="list-style-type: none"> • that consists of data loss from or the improper functioning of data carriers such as a memory card, USB flash drive, hard disk or CD-ROM. This is covered if the data carrier is also damaged. • that consists of fines, commutation payments and related (court) costs; • that is the result of a penalty, damages, warranty, indemnification or similar stipulation (this is a special arrangement or condition in an agreement). This is covered if you are also liable without these stipulations being applicable; • caused by the failure to perform or delays in the performance of an agreement; • caused by having offices in other countries. This is covered if we have been duly informed and it is stated in the policy schedule;

	<ul style="list-style-type: none"> that consists of the excess of another insurance or settlement; caused by, occurring with or arising from the recovery, treatment, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or materials that contain asbestos. The presence of asbestos in business premises, for instance in roofing or insulation materials, is covered. <p>Damage is also not covered if it is or can be insured under another form of cover in this insurance, for example:</p> <ul style="list-style-type: none"> employer's liability for a subordinate, as referred to in Article 19 'Employer's liability'; damage caused by delivered goods, as referred to in Article 20 'Product liability'; environmental damage, as referred to in Articles 21 'Limited environmental liability' and 22 'Environmental damage'.
Excess	<ul style="list-style-type: none"> The excess per claim is stated in the policy schedule. An excess does not apply to bodily injury. If we advance the excess, you must refund us immediately on demand.
Maximum compensation payment per claim	<ul style="list-style-type: none"> The insured sum stated in the policy schedule. The maximum compensation per insurance year is twice the insured sum. Even if a claim is covered by various provisions in this insurance, the maximum compensation payment (insured sum) can only be paid out once. For damage caused by cybercrime, the maximum compensation is €100,000 per claim and €200,000 per insurance year. The following expenses will also be reimbursed even if this exceeds the sum insured, to a maximum of the sum insured: <ul style="list-style-type: none"> costs incurred to prevent and lower the imminent risk of (further) damage; the costs of legal assistance with claims; statutory interest on damages. <p>If the amount claimed is higher than the maximum insured sum, these additional reimbursements will be proportionately reduced.</p>
What else do we pay?	At the request of a competent government body, we will pay a deposit up to a maximum of € 25,000. However, we only do this in connection with an insured claim. As soon as the deposit is released, you must ensure that it is repaid to us.

Explanation of exclusions to goods held in trust; goods in the possession of an insured person.

Special rules apply to liability for goods and property that an insured person, or someone else acting on their behalf, holds in trust.

'Goods held in trust' is understood to mean goods or property owned by another party that you use, process, carry, treat, reside in, rent, lease, borrow, store or have or used to have in your possession for any other reason. It also includes property in your possession by virtue of hire-purchase contracts, leases, pledge agreements and right of usufruct.

What is not insured?	<p>The following is not insured:</p> <ul style="list-style-type: none"> damage to property that an insured, or somebody else acting on their behalf, holds in trust. Damage resulting from not being able to use this property is also not insured.
What is insured?	<p>The following are insured:</p> <ul style="list-style-type: none"> Damage to other property or buildings owned by third parties while carrying out a work order. This does not, however, include damage to property that is specifically used, processed, treated, etc. in order to carry out a work order. If 'Employer's liability' is co-insured: damage to the property of employees for whom the policyholder is responsible as an employer. Damage to property in the possession of an insured, if and insofar as the respective damage has already been compensated via a fire insurance policy. This is not insured if the insured has the respective property in his possession because it is rented, leased, borrowed or in their custody. Damage caused to a motor vehicle by an insured person as a passenger. Damage caused to rented rooms, stands, etc. by an insured person while participating in trade fairs and exhibitions. Damage caused to or by goods held in trust. For example, damage caused to property owned by a third party when using borrowed tools.

18.1. Additional cover for third-party loading/unloading equipment

You have this additional cover if it is stated in your policy schedule.

It supplements your business liability insurance cover. The overview below states what is and is not insured.

Terms	<ul style="list-style-type: none"> • loading/unloading equipment: equipment such as hand pallet trucks, electric pallet trucks, reach trucks and forklift trucks. • third party: with respect to this form of cover, we mean the owner, holder or keeper of the equipment. You are not the owner, holder or keeper of the loading/unloading equipment and it is not available for you to use for a long period on the basis of a rental agreement, lease or other type of contract.
What is insured?	<p>The following is insured:</p> <ul style="list-style-type: none"> • your liability for damage suffered by third parties caused by your usage of loading/unloading equipment. <p>This includes:</p> <ul style="list-style-type: none"> • your liability for damage to the third-party loading/unloading equipment; • any excess that the owner has in his operating equipment insurance policy that they claim from you. <p>This is only covered if:</p> <ul style="list-style-type: none"> • the damage is caused while carrying out loading/unloading work; • insurance for the equipment is not compulsory under the WAM; • in the event that insurance for the equipment is compulsory under the WAM, but the respective insurance is missing and you did not know that it had been missing or did not want it to be missing.
What is not insured?	<p>You are not insured for:</p> <ul style="list-style-type: none"> • Damage to goods carried, lifted or moved with the respective loading/unloading equipment. • Damage caused by or to equipment that is made available to you on the basis of a rental agreement, lease or other type of contract. • Damage that occurs while transporting/carrying this equipment. If equipment such as a pallet truck or truck-mounted forklift is placed at your disposal by a client for a longer period, a different insurance solution must be sought. • Any excess stipulated by the rental company. <p>Articles 11 and 18 'What is not insured?' contain details of other situations in which you are not insured.</p>
Excess	<ul style="list-style-type: none"> • This is equal to the excess in the business liability insurance specified in the policy schedule.
Maximum compensation payment per claim	<ul style="list-style-type: none"> • The insured sum specified in the policy schedule applies to damage suffered by third parties caused by the use of loading/unloading equipment they own. • The maximum amount that can be paid to compensate damage to third-party loading/unloading equipment is € 50,000 per claim.

19. Employer’s liability

It is an extension to your business liability insurance.

As an employer, you have a duty of care to provide a safe working environment. You must also have an RI&E report and a current plan of action. If one of your employees suffers damage or bodily injury as a result of you failing to fulfil your duty of care to provide a safe working environment, you can be held liable. This insurance policy covers your liability in this type of situation.

In many cases, employers must also ensure that adequate insurance is taken out for their employees.

What is insured?	Your liability as an employer is insured: <ul style="list-style-type: none"> • for damage suffered by a subordinate during working hours or while carrying out work for you; • for damage suffered by a subordinate while on a business trip or taking part in personnel activities.
What is not insured?	The following are not insured: <ul style="list-style-type: none"> • damage suffered by a subordinate resulting from participating in traffic as the driver of or passenger in a motor vehicle; • damage for which compensation can be claimed on the basis on another insurance policy as referred to in Article 12 ‘Do you also have another insurance policy?’. • if you do not have a “Risico-Inventarisatie en -Evaluatie (RI&E)” with the corresponding current plan of action. You are insured if you can prove that the damage did not occur or did not increase as a result of the absence of this RI&E and/or plan of action; • when you have not complied with the guidelines, regulations and/or instructions of (domestic and foreign) government authorities. See articles 11 and 18 ‘What is not insured?’ for more on what is not insured.

20. Product liability

You have this cover if it is stated in your policy schedule. It is an extension to your business liability insurance.

It covers damage caused by delivered goods.

What is insured?	The following is insured: <ul style="list-style-type: none"> • liability for damage caused by goods (wares or products) that are traded or delivered while under the responsibility of an insured person. This also includes goods that are delivered or completed after construction, processing or treatment.
What is not insured?	The following are not insured: <ul style="list-style-type: none"> • liability for damage to delivered or completed goods; • claims related to and costs incurred in respect of recalling, replacing, improving or repairing delivered or completed goods; • claims related to completely or partially redoing work; • not being able to use delivered or completed goods (properly); • damage caused to other goods that are delivered or completed in and as part of the same agreement. Damage is also not covered if it is or can be insured under another form of cover in this insurance, for example: <ul style="list-style-type: none"> • employer’s liability for damage suffered by an employee as referred to in Article 19 ‘Employer’s liability’. • environmental damage as referred to in Articles 21 ‘Limited environmental liability’ and 22 ‘Environmental damage’. See articles 11 and 18 ‘What is not insured?’ for more on what is not insured.

21. Limited environmental liability

You have this cover if it is stated in your policy schedule. It is an extension to your business liability insurance.

It covers your liability in claims made by third parties in connection with environmental damage.

What is insured?	<p>The following is insured:</p> <ul style="list-style-type: none"> the liability of an insured in claims made by third parties in connection with environmental damage with respect to the air, which occurs suddenly and unpredictably, and is not the direct consequence of a slow-working process.
What is not insured?	<p>The following are not insured:</p> <ul style="list-style-type: none"> damage occurring at the business location of the insured; damage connected to contamination of the soil, surface water or subterranean water courses; contamination preceding the commencement date of this insurance; costs incurred to mitigate or rectify environmental damage or the consequences thereof at the business location of the insured, unless these costs are (also) incurred in order to prevent or limit damage suffered by third parties; inadequate environmental management (for example, permitting activities that are in breach of the environmental permit); genetic damage (resulting from genetic modification).

22. Environmental damage

You have this cover if it is stated in your policy schedule. It covers environmental damage occurring at your business location or at the business locations of third parties where you perform activities.

22.1. Your business location and the business locations of third parties

Any costs that have to be incurred to clean up environmental damage at your business location are not covered by your business liability insurance, but they are with the supplement for environmental damage.

It also covers any trading losses related to environmental damage. Incoming environmental damage can also be co-insured.

Third parties can also suffer a loss as a result of environmental damage that you cause, in which case they have to incur costs in order to clean up pollution. These costs are also not covered by your business liability insurance. The supplement for environmental damage also covers the costs of cleaning up pollution at the business locations of third parties.

Terms	<ul style="list-style-type: none"> Third parties: any party other than the insured who has an interest in having pollution (environmental damage) caused by an insured cleaned up. Inherent defect: the failure of part of an insured object, for example, as a result of construction, material or fabrication faults. Site: the business location of the insured and/or the business location of a third party. Clean-up operation: rectifying pollution. This includes: <ul style="list-style-type: none"> soil and/or (ground) water surveys, remediation, removal, transport, storage, destruction and replacement; isolation of pollutants; removal and disposal of asbestos and asbestos-contaminated materials. Pollutant: The presence of a substance in a concentration that exceeds the relevant government norms that apply at the moment when it is detected.
What is insured?	<p>If environmental damage caused by a pollutant is the direct and exclusive result of an unforeseen event, the following are insured:</p> <ul style="list-style-type: none"> the costs of the related clean-up operation; costs and/or damage incurred as a result of the clean-up operation; other damage caused by the clean-up operation to property owned by the policyholder or an insured; other damage to property owned by a third party, including consequential loss, resulting from incidents outside the insured site; the costs related to assessing the extent of the damage and/or the cause thereof (loss adjustment survey); costs incurred to prevent the direct imminent risk of (further) damage (loss minimisation and/or preventive measures); the costs of repairing damage caused by the clean-up operation to paving and plants; the costs of auxiliary structures needed to be able to perform the clean-up operation;

	<ul style="list-style-type: none"> the costs of repairing the damage caused in order to be able to perform the clean-up operation (for example, demolition and reconstruction). The maximum amount of compensation for repair and/or reconstruction work is the difference between the market value before and after the work is carried out; the costs of repairing or replacing underground pipes, ducts and/or cables damaged as a result of the clean-up operation. <p>Business premises rented by the policyholder are also insured:</p> <ul style="list-style-type: none"> the costs and/or damage incurred by co-lessees and/or the lessor resulting from the clean-up operation; other damage to property owned by co-lessees and/or the lessor for incidents occurring on the insured site. <p>We only compensate damage suffered by co-lessees and the lessor of the site if you give us permission to do so.</p> <p>Environmental damage occurring at a site owned by a third party caused with or by motor vehicles is only insured if it:</p> <ul style="list-style-type: none"> is caused with or by a trailer that, after being disconnected or detaching from the respective towing vehicle, safely comes to a standstill away from road traffic; is caused by cargo while loading or unloading from motor vehicles; is caused by cargo that is stowed on or falls off a motor vehicle. a consequence of parking a motor vehicle or disconnected trailer at a parking facility owned by a third party. After leaving the parking facility, cover is only provided if the environmental damage becomes visible within six months of the date of departure from said parking facility.
<p>What is not insured?</p>	<p>Damage is not insured:</p> <ul style="list-style-type: none"> if you do not comply with the agreements and rules for this cover; if the environmental damage becomes visible after the insurance is terminated; if a claim for environmental damage is made more than one year after the damage becomes visible; damage caused by: <ul style="list-style-type: none"> earthquakes or volcanic eruptions; the collapse or overflowing of dikes, quays, sluices or other flood-prevention structures. finances, commutation payments and related (court) costs; inadequate care or maintenance; caused by having offices in other countries. This is covered if we have been duly informed and it is stated in the policy schedule; existing pollution; genetic modification; the activities of co-lessees or the lessor of the insured site. Unless it is explicitly co-insured; or related to storage in underground tanks. <p>See article 11 'What is not insured?' for more on what is not insured.</p>
<p>Excess</p>	<ul style="list-style-type: none"> The excess per clean-up operation is stated in the policy schedule. If we advance the excess, you must refund us immediately.
<p>Maximum compensation payment per clean-up operation</p>	<ul style="list-style-type: none"> The maximum amount that can be paid out per clean-up operation is equal to the insured sum specified in the policy schedule. If the total costs of environmental damage are higher than the maximum amount that can be paid out, the reimbursements will be proportionately reduced. If one pollution incident causes damage to the policyholder's site or to one or more sites owned by third parties, any surplus in the insured sum will be transferred from the cover provided for one site to the cover provided for other sites.
<p>Special details</p>	<ul style="list-style-type: none"> We only compensate costs and damage incurred by third parties if you give us permission to do so. Damage that is the result of an inherent defect in the immovable or movable property caused by errors in design, construction or the choice of materials is also covered. In this respect, all maintenance obligations must be met. Damage caused by inherent defects in installed equipment, machines and pipes is only covered for a period of five years after they are fitted as new. This also applies to new components. We compensate damage as quickly as possible after we have received all the relevant information. If we delay doing this for longer than four weeks, we will also pay you statutory interest (even if the total reimbursement exceeds the insured sum). If you have other insurance covering the same risks, this insurance will only cover the amount claimed that exceeds the insured sum in your other insurance. If your other insurance does not provide cover because you are insured with us, we will compensate the covered damage in the form of an advance. In this respect, you are obliged to transfer your rights to us to enable us to recover the amount we pay from the other insurance company.

22.2. Additional cover for incoming environmental damage

You have this additional cover if it is stated in your policy schedule. It supplements the cover for your business location and insures you against environmental damage to your business location of an external origin.

What is insured?	<p>The following is insured:</p> <ul style="list-style-type: none"> • Damage to the business location of the insured related to incidents that cause environmental damage and that occur externally, but within a radius of 25 kilometres from the insured business location.
Maximum compensation payment	<ul style="list-style-type: none"> • The maximum amount that can be paid in compensation is € 125,000 per clean-up operation.

22.3. Trading losses related to clean-up operations at the policyholder's business location

Cleaning up environmental damage may result in you having to stop (some of) your business activities. This can lead to a loss of gross profit. Under this insurance policy, compensation is provided for business interruptions.

Terms	<ul style="list-style-type: none"> • Trading losses: loss of gross profit due to temporarily stopping business activities.
What is insured?	<ul style="list-style-type: none"> • Trading losses caused by environmental damage, but only if the actual clean-up operation is also insured under this insurance. • Costs related to preventing and limiting the direct imminent risk of trading losses.
What is not insured?	<ul style="list-style-type: none"> • Penalties or costs related to the failure to perform or delays in the performance of contracts. • Depreciation of doubtful debts and depreciation of immovable and movable assets that are damaged as a result of the occurrence of the insured risk.
Maximum compensation payment	<ul style="list-style-type: none"> • The maximum amount that can be paid out to compensate trading losses and clean-up operations is equal to the insured sum specified in the policy schedule. • Trading losses are compensated for a maximum period of 52 weeks, starting from the commencement of the clean-up operation (following the survey). • The maximum compensation for additional costs incurred to prevent and limit trading losses is equal to the corresponding forecast reduction thereof.

22.4. What rules apply to cover for environmental damage?

In order to qualify for cover for environmental damage, you must adhere to a number of specific rules.

Rules for the quantity of hazardous materials	<p>The quantity of environmentally hazardous materials on site may not exceed 1,000 kg or litres. This does not include environmentally hazardous materials that are present as cargo in or required for the normal use of motor vehicles, trailers and semi-trailers and/or in permanently fixed tanks, above ground and/or underground.</p>
Inspection	<ul style="list-style-type: none"> • We have to right to inspect the insured site or have it inspected. You are obliged to cooperate in any way necessary to facilitate an accurate assessment of the insured risk. • We may require you to implement measures (following the inspection) to reduce risks. • If you do not cooperate with an inspection, or do not implement the measures we require, we shall terminate the cover.
Cover after the termination of the insurance	<p>The cover for environmental damage will remain in effect for pollution and damage to property that becomes visible up to one year after the insurance is terminated. In this respect, the insured risk must actually occur during the term of the insurance.</p> <p>This 'run-off' does not apply if the damage is connected to any failure on your part to meet the obligations specified above under 'Inspection'.</p>

22.5. Rules for clean-up operations

The following rules apply to cleaning up (remediating) an insured site after environmental damage has occurred.

What do you have to do?	<ul style="list-style-type: none"> You must arrange the preparation and implementation of the clean-up operation. You must ensure that a remediation plan is drawn up. We must approve the remediation plan before the clean-up operation starts. You must give instructions to proceed with the clean-up operation within a period specified by us. If this is not done, you will lose your right to receive compensation under this insurance. We shall also be entitled to terminate the insurance.
Special details	<ul style="list-style-type: none"> If an insured risk worsens an existing pollution problem, all the costs of cleaning up additional pollutants will be compensated. In this respect, it makes no difference if the existing pollution is also cleaned up. Additional costs incurred exclusively for cleaning up existing pollution problems will not be compensated. If the clean-up operation is not for you, but for an interested third party, the above rules apply to said third party and they are also obliged to implement them.

22.6. Legal assistance for clean-up operations

This cover entitles you to receive legal assistance. It is intended for defending actions brought by third parties that hold you liable environmental damage that occurs outside the insured sites. The overview below states what is and is not insured.

Terms	<ul style="list-style-type: none"> Legal assistance: legal representation of your interests if you become involved in a dispute with one or more other parties. Expert: a recognised expert in the area concerned, who presents a report of findings before a case is handled. Case: a dispute in respect of which you have requested legal assistance.
What is insured?	<p>The following are insured:</p> <ul style="list-style-type: none"> Legal assistance if other parties hold you liable for environmental damage. Legal assistance if you become involved in a dispute with the government concerning a clean-up operation.
Excess	<ul style="list-style-type: none"> An excess does not apply to legal assistance.
What is not insured?	<p>The following are not insured:</p> <ul style="list-style-type: none"> Costs you incur to obtain legal assistance without our permission. If we believe you no reasonable chance of success. Fines, commutation payments and other punitive measures that may be imposed. Cases originating from or that you could expect to lead to an action before the insurance commencement date. <p>See articles 22.1 'Your business location and the business locations of third parties' and 10 'What is not insured?' for more on what is not insured.</p>
Maximum amount of compensation per case	<ul style="list-style-type: none"> The maximum amount of compensation that can be paid for legal assistance is the sum specified in the policy schedule. This includes calling in experts (also lawyers), litigation costs and witnesses' expenses that the court orders you to pay.
Special details	<ul style="list-style-type: none"> We provide legal assistance ourselves and usually make the first attempt to resolve the dispute with the opposite party. We can, however, also decide to pass the case on to a lawyer. The lawyer must practice in the country in which the case will be heard. You may personally select the lawyer who will take on the case, if: <ul style="list-style-type: none"> we give instructions to the lawyer to represent your interests in judicial or administrative proceedings; the opposite party also has legal aid insurance and we are responsible for providing legal assistance. If we believe that an expert assessment is required, we will bring in an expert on your behalf. We cannot be held liable for damage caused by the work of external experts. If we become involved in a dispute concerning legal assistance, you may present the case to an independent lawyer of your own choice. We will pay the related costs and will handle your case further in the way advised by your lawyer. If a ruling goes against you, you may still proceed with your action. If you eventually win the case, we will compensate you up to the maximum insured sum. If the opposite party is ordered to pay the legal expenses, you must reimburse the costs we incur up to the maximum amount of the legal expenses you receive.

