



Collective accident insurance

Policy conditions

COP01012026GB

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

The Collective accident insurance is an insurance cover for your employees. In the event of death or permanent disability as a result of an accident, the insured amount is paid out in full or in part.

The policy conditions of this insurance are set out below. The following, amongst others, are included:

- the applicable rules;
- our and your obligations;
- how the premium is established;
- the reimbursements or assistance to which you are entitled;
- what you should do in the event of a claim.

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 if you take out insurance with us. The policy sets out the contingencies for which you are insured. Any special conditions that are applicable to this policy can also be included on this. Please make sure that you safely store your policy 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.

If you would like to know whether you are entitled to a reimbursement, do not just look at what is insured, it is also important that you look at what is not insured. 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. Was the insurance taken out through an intermediary? Then contact your intermediary. You can also visit our website, www.tvn.nl, for more information on this insurance.

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Explanation of used terms

The following terms and words are explained to ensure these policy conditions are as comprehensible as possible.

A.M.A. Guide: This is the most recent edition of the Guide to the Evaluation of Permanent Impairment. This is a publication of the American Medical Association. It provides precise and generally used standards for determining the extent of permanent disability.

Permanent disability: permanent loss or loss of function of an organ and/or part of the body.

CAO: Collective Labour Agreement for the Road Haulage sector and the hire of mobile cranes.

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 compensation, payment or the fulfilment of an obligation by intentionally giving us incorrect information.

Annual pay: the gross annual pay that you pay to an employee and report to the Tax Authorities as wage for the employed persons insurance schemes (with a maximum per employee up to the benefit limit according to the Work and Income (Ability to Work) Act (WIA)).

Employee/insured: any person who has an employment contract with you and is therefore insured under the WIA and for whom you pay income tax. Insured persons are also the persons who are explicitly mentioned on the policy schedule.

Accident: a sudden impact of physical violence from outside on the body that directly leads to physical injury or the death of the employee, and which a doctor should be able to establish.

Accident also includes the following:

- dislocation, sprain and the tearing of muscles and tendons caused by a sudden physical effort;
- wound infection and blood poisoning as a result of an accident;
- complications or worsening of physical injury caused by first aid or medical treatment after an accident;
- acute poisoning due to sudden and involuntary ingestion of a gas, vapour or substance;
- contamination through the contracting of diseases or allergens as a result of an involuntary fall into water or any other substance;
- burning, drowning, suffocation, freezing, sunstroke, exhaustion, death from starvation or thirst and being struck by lightning or some other form of electrical discharge;
- permanent neck complaints and/or secondary symptoms after an acceleration/deceleration trauma of the cervical spinal column (Whiplash syndrome).

An accident is not:

- the contracting of diseases such as malaria, typhus, plague, or sleeping illness through an insect bite or sting;
- any hernias, ruptures, backache, tennis elbow, pulled muscle or partial muscle rupture caused in whatever way;
- suicide.

Policy: The documents showing how you are insured. The policy consists of one or more policy sheets, the corresponding policy conditions and any clause sheet(s).

Sanctions list: A list of persons and organisations against whom sanctions have been imposed, drawn up by a country or organisation on the basis of national and international laws and regulations. These include sanctions lists of the Netherlands, the European Union, the United Nations, the United States, the United Kingdom, Belgium and France, for example.

Sanctions law and regulations: any (inter)national laws and regulations on trade and economic sanctions. Including, for example, a sanctions list.

Total annual pay: the gross annual pay that you pay to an employee and report to the Tax Authorities as wage for the employed persons insurance schemes (with a maximum per employee up to the benefit limit according to the Work and Income (Ability to Work) Act (WIA)).

You/your/policyholder: the natural person or the legal entity who/that has taken out an insurance contract with us.

WIA: Work and Income (Ability to Work) Act.

We/ourselves/us: TVM verzekeringen N.V.

General Conditions

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

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.tvn.nl. Our address is: Van Limburg Stirumstraat 250, 7901 AW, Hoogeveen. Our postal address is: PO Box 130, 7900 AC, Hoogeveen.

Taking out this insurance entitles you to apply for membership of 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. Coöperatie TVM U.A. is entitled to cancel the membership if the insurance is going to be handled by an authorised intermediary. An authorised intermediary is someone or an organization that may accept insurance on our behalf.

This agreement is governed by Dutch law.

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

2.1. Start, contract term and renewal of insurance

Insurance cover will be provided as of the commencement date stated in your policy.

The policy also shows the contract expiry date and contract term of your insurance. If you do not make new agreements with us before this date, the insurance will be automatically renewed for a period of 12 months.

You are not entitled to receive compensation for damage resulting from an event that occurs before 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 to this.

You can terminate the insurance in writing per policy 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 can terminate the insurance with effect from the policy renewal date. We will notify you in writing two months before the policy 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 deliberately mislead us by providing incorrect or insufficient information when taking out or during the term of the insurance;
- you have not supplied the correct information in case 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 are entitled to terminate all insurance policies that you have with us as of the date of the letter in which we inform you accordingly;
- you no longer have an interest in the insurance. It is important that you inform us as soon as possible, but at least within seven days.

We always refund premiums paid in excess, We do not do this in cases of (attempted) fraud.

We can terminate the insurance with immediate effect if:

- you are included on the **sanctions list**;
- you are a legal person, of which a holder of 25% or more of the shares is included on the **sanctions list**;
- you are a legal person and controlled by a (natural or legal) person who is included on the **sanctions list**. Consider here, amongst others, a director and/or a supervisory director;
- **sanctions laws and regulations** prohibit us from executing your insurance.

We may terminate the insurance with two months' notice in the interim if you fail to cooperate, or in our opinion cooperate insufficiently, with:

- establishing the beneficial owner ("UBO") of your legal form. This includes your failure to complete a UBO form or to do so on time;
- establishing whether you or the ultimate beneficial owner of your legal form appears on a Sanctions list.

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 your behalf;
- we will not refund excess or prepaid premiums.

We cannot be obliged to do so as long as the sanctions are in place.

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 email 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 must, 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 stated in our notification. If you do not send us a letter or email within the 30-day period, the changes will also apply to you.

3.3. Under 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 beforehand. By letter or email 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 data for the following purposes:

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

In the use of your personal data 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.

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

5. What can we do in case of fraud?

In case of fraud, we may report it to the police and:

- 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;
- recover from you any (investigation) costs incurred and/or damage compensated;
- 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 case of complaints?

If you have a complaint then do not hesitate to contact us. If you cannot reach agreement with one of our employees, you can submit your complaint via our [online complaint form](#) form or send an email to klachtenloket@tvm.nl.

Are you not satisfied with our solution? Then submit your complaint to the Dutch courts or, if you are a consumer, small business entrepreneur or freelancer, to the Dutch Institute for Financial Disputes (Kifid), PO Box 93257, 2509 AG THE HAGUE or via www.kifid.nl.

7. What are your obligations?

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; We will conclude the insurance policy with you based on this information;

- inform us immediately about changes during the term of the insurance, such as:
 - change of business activities;
 - a business takeover;
 - a change of your address and/or contact details or bank account number;
- timely payment of your premium.

The terms and conditions of the cover you have taken out may contain additional rules and instructions you must comply with. Read these rules carefully, then you will know what we expect of you.

7.2. What if you fail to fulfil the obligations

Your failure to comply with the obligations under this policy may prejudice us. If we are prejudiced by this, we will be entitled to not pay all or part of your claim or stop providing assistance:

- terminate the insurance immediately;
- reimburse us for any payments and/or costs we have incurred.
- do not or only partially pay your damage;
- increase the premium;

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

A change in business activities, a company takeover or a company split must be reported to us immediately.

We will inform you whether we will continue to offer the insurance and under which conditions. You will be informed of this 30 days after we have received the information. No cover will be provided for the changed risk until we have issued confirmation of (provisional) cover to you.

9. How do we calculate the premium?

9.1. Advance payments with settlement at a later date

If the premium is dependent on changing factors, as annual wage, 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 wage or on the annual wage 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 wage;
- 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;
- If this retroactive settlement shows that you have paid too much in advance premium, we will refund the amount overpaid. If a minimum premium was agreed with you, then we will refund the excess advance premium up to the minimum premium with the retroactive settlement.;
- 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 are the rules for payment of premium and excess?

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 30 days of the invoice date. This also applies to any excess that we charge you. If you fail to do this, 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 acts or omissions;
- conditional intent;
- recklessness;
- or with your consent, that of an employee or anyone else who is entitled to the compensation.

Additionally, we do not provide assistance or pay a claim resulting from:

- nuclear reactions, which we define as any nuclear reaction in which energy is released, including nuclear fusion, nuclear fission or artificial and natural radioactivity;
- acts of war, which we define as:
 - **Armed conflict:** any situation in which states or other organised parties fight each other, or at least one fights the other, using military force. Armed conflict also includes military action conducted by a peacekeeping force of the United Nations.
 - **Civil war:** large-scale armed conflict between groups of inhabitants of the same state.
 - **Insurrection:** organised large-scaled violent resistance within a state, directed against public authority.
 - **Domestic disturbances:** large-scale violent acts occurring in various places within a state.
 - **Riot:** a local, large-scale and violent action by a group of people, directed against public authority of a state.
 - **Mutiny:** a more or less organised movement by members of an armed force, directed against the authority to which they are subject. Authority is understood to mean not only Dutch authority but also authority from the European Union, NATO or the United Nations.
- (bio)chemical, biological or electromagnetic weapons;

We also pay no claims:

- when the employee is under the influence of alcohol, drugs or medication during the accident; If the medication is prescribed by a doctor and you follow the instruction leaflet of the medication: Then we do pay out in this instance;
- in the event of fraud;
- to persons, companies, authorities and other parties where this is not permitted according to national or international agreements.

12. In which countries are you insured?

The insurance applies 24-hours a day in all countries across the world.

13. What should you do in the event of an accident to an employee?

The accident should be reported to us as soon as possible within three days at the very latest. In case of death caused by an accident, this should be reported to us at least 48 hours before the funeral or cremation. This can be done in the following ways:

- Internet: www.mijntvm.nl
- By telephone: +31 (0)528 29 27 00
- E-mail: smd@tvm.nl
- By post: TVM verzekeringen Freepost number 70 7900 VB Hoogeveen

You and the employee are obliged to:

- pass on all information that may be important for the settlement of the claim. This is the case, for example, if someone else is liable for the damage;
- cooperate in order to handle the claim quickly and properly;
- cooperate in a possible medical examination and medical treatment;
- send the original supporting documents at our request;
- send us all documents relating to the claim as soon as possible.

14. How is a claim resulting from acts of terrorism handled?

A claim caused by terrorism is compensated based on the Claims Settlement Protocol and the accompanying Clauses sheet Terrorism Cover of the Dutch Terrorism Risk Reinsurance Company (clauseblad terrorismedekking of the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden (NHT)). This means that if you have suffered damage as a result of an act of terrorism your damage might not be fully compensated.

The complete text of the protocol and the clause sheet is available at and on the site www.tvm.nl.

Further information can be found in the Clauses sheet Terrorism Cover. This clause sheet can be found at the bottom of these terms and conditions.

Conditions per cover

This chapter describes the conditions per cover.

15. Collective accident insurance

15.1. What is an employee insured for?

This insurance entitles your employees to a payment in the event of death or permanent disability caused by an accident. This insurance meets the set requirements in the CAO. The below overview sets out how the payment is calculated and the maximum amount of the payment.

15.1.1. What is insured?

Death or permanent disability of an employee caused by an accident.

In the event of death, the insured amount is the annual pay of the employee.

In the event of permanent disability, the insured amount is twice the annual pay of the employee.

15.1.2. Maximum payment per accident

In the event of death; one times the annual pay.

In the event of permanent disability; two times the annual pay.

For employees who, at the moment of the accident, are not yet working for you for one year, we still apply a complete annual pay as starting point.

If the annual pay is deemed to be up to the maximum benefits limit according to WIA.

15.1.3. How do we set the compensation?

In the event of death caused by an accident, we reimburse the insured amount. The amounts that have already been reimbursed for permanent disability for this same accident are deducted from the payment.

In the event of permanent disability, we will reimburse the insured amount times the payment percentage. The payment percentage is never higher than 100%.

We determine permanent disability by means of a medical examination that takes place in The Netherlands. We use the following payment percentages for the determination of the payment:

In the event of loss of:	Payment percentages:
Vision in both eyes	100%
Vision in one eye	30%
Hearing in both ears	50%
Hearing in one ear	20%
A leg up to the hip joint	70%
A leg up to the knee joint	60%
A foot up to the ankle joint	50%
A big toe	5%
Every other toe	3%
An arm up to the shoulder joint	75%

In the event of loss of:	Payment percentages:
An arm up to the elbow joint	67.5%
The elbow joint	60%
A hand	60%
A thumb	25%
An index finger,	15%
A middle finger	12%
A ring finger	10%
A little finger	10%
Functional limitations of the cervical spinal column as a consequence of a whiplash syndrome	maximum 5%

In the event of permanent disability other than what is described herein above, the payment percentage will be determined by our medical advisor. This is done according to the A.M.A. Guide. In addition, our medical advisor applies the guidelines of the Dutch specialist associations.

Does an accident cause a combination of loss and/or loss of function of organs and/or body parts? Then our medical advisor combines the above mentioned payment percentages of the injuries according to the A.M.A. Guide and determines the total payment percentage.

When determining the percentage of permanent disability no account is taken of the occupation of the employee.

We determine the extent of the permanent disability as soon as the condition is stable (thus, when it will no longer or improve or worsen).

If the employee should die before the determination of the percentage of permanent disability and this is not caused by the accident, we effect a payment for permanent disability. We determine the amount of the payment based on medical reports, in which the expected degree of (partial) loss of bodily function is stated, if the employee had not died.

What do we do if the employee has an existing physical or mental illness, disorder or deficiency?

- If the accident is caused by this, it is not insured. If this existing illness, disorder or deficiency is the result of a previous accident that was insured, then it is insured.
- If the consequences of an accident are increased as a result of this, then we determine the payment on the situation as if the employee was completely able and healthy at the time of the accident.

When no permanent disability percentage has still been set after 1 year: Then the amount of the payment (after the first year) is increased by 3% per year.

The payment is made to the person that suffered the accident. In the event of the death of this person, the payment is made to:

- the spouse of the employee, if the employee at the moment of death is married;
- the partner of the employee as set down in the notarial cohabitation contract or the 'registered partnership', by which the employee at the moment of death cohabits without being married.

If the employee at the moment of death has no spouse or partner then the payment is made to the legal heirs. If there are no heirs then no payment is made.

If income tax has to be paid on the payment, then these taxes are deducted from the amount that we pay. We pay this income tax to the Tax Authorities;

We can engage an expert for determining the reimbursement. The costs incurred for this are for our account;

If you disagree with the 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 engaging your own expert, meaning that the costs of your expert must weigh up against the difference that you expect in the assessed value of your claim. For example, the costs of this expert must outweigh any difference you expect in the assessment of the damage.

We will in any case pay the costs of your expert up to the amount charged by our expert. If the costs of your expert exceed the costs of our expert, we will only compensate these additional costs if they are reasonable. Is there a difference regarding the nature, scope or consequences of the accident? Then a commission of three doctors will decide on this. One doctor is appointed by the employee, one is appointed by us and the third one is chosen by both doctors;

If you do not agree with a decision by us or of the appointed doctor regarding the reimbursement, then you should inform us of this within one year. If you fail to do this then the decision regarding the reimbursement becomes final.

Calculation example

One of your employees is involved in an accident. The accident results in the loss of his leg up to the knee joint. The employee has an annual salary of €30,000.

The insured amount for permanent disability is twice the annual pay. In this instance, this would be twice €30,000 = €60,000.

For the loss of a leg up to the knee joint we reimburse 60% of the insured amount. The amount to be paid is then: 60% of €60,000 = €36,000.

15.1.4. Excess

None

15.2. When do we set the amount of the payment?

We shall determine the amount of the payment as soon as we have all the data and a definitive medical conclusion has been reached and inform you of this.

Is it still not possible to determine the extent of the permanent disability due to the fact that this can still change? Then we are entitled, in all reasonableness, to delay decision on the payment.

See also article [13](#) 'What should you do in the event of an accident to an employee?'.

15.3. We also pay no claims when;

There are instances where the employee receives no payment. These are given below.

15.3.1. What is not insured?

The employee does not receive payment:

- on that part of the disability that already existed before the accident;
- in the event of fighting or wilful recklessness (risky undertaking). This is though insured if it is an attempt to rescue a person or an animal. It is also insured if it concerns self-defence and fending off imminent danger;
- in the event of committing a crime or being involved in one;
- as a crew member participating in air traffic;
- in the event of mountain climbing or glacier trips; This is though insured if ways are followed that can also be climbed without risk by untrained persons;

- in the event of participation in dangerous competitions;
- when performing a sport as secondary work activities;
- if the accident is caused by an existing physical or mental illness, disorder or deficiency. If the illness, disorder or deficiency is the result of a previous accident that was insured, then it is insured;
- In case of psychological disorders. This is though insured if this is the result of brain injury caused by the accident.

Clarification of dangerous competitions

For dangerous competitions, you should consider, for example competitions that carry more than the normal risk such as: ice hockey, ski races, sledding sports in mountainous regions, cycling, boxing, wrestling, rugby, equestrian competitions, speed, record and performance runs per scooter, motorbike or car and trainings for these. Speed, record and performance runs per scooter, motorbikes or car are though insured if they exclusively concern orientation and map reading competitions.

See article [11](#) 'What is not insured?' for more on what is not insured.

15.3.2. No entitlement to payment

No entitlement to payment exists if:

- the accident took place before the commencement date of the insurance;
- the accident has still not been reported three years after the accident.

Clauses Sheet Terrorism Cover

1. Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

1.1. Terrorism

Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series – whether or not in any organisational context – has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.2. Malevolent contamination

The spreading (whether active or not) – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) – whether or not in any organisational context – has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.3. Precautionary measures

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or – if such peril has manifested itself – to minimise the consequences thereof.

1.4. Dutch Terrorism Risk Reinsurance Company (NHT)

A reinsurance company incorporated by the Association of Insurers in the Netherlands, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

1.5. Insurance contracts

- a. Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
- b. Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
- c. Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

1.6. Insurers authorised in the Netherlands

Life, funeral in kind and non-life insurers who are authorised by the Financial Supervision Act to carry on the insurance business in the Netherlands.

2. Limitation of the cover for the terrorism risk

2.1. If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:

- Terrorism, malevolent contamination or precautionary measures,

- Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereinafter to be collectively referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

- 2.2. The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.
- 2.3. Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:
 - loss of or damage to immovable property and/or the contents thereof;
 - consequential loss due to loss of or damage to immovable property and/or the contents thereof,

shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued.

For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies.

For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24)(b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

3. Payment Protocol NHT

- 3.1. The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.
- 3.2. The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.
- 3.3. Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.
- 3.4. The reinsurance cover by the NHT shall pursuant to provision 16 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

