



Freight insurance

Policy conditions

GTP01012026GB

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

Freight insurance covers goods in transit.

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 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 possibly 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 that 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.

General average: a contribution towards the expenses and costs incurred in an emergency situation during sea transport to rescue the respective ship, crew and/or cargo.

Loss prevention and minimisation expenses: reasonable costs incurred in order to prevent directly imminent damage or to limit the extent of damage that has already occurred as much as possible.

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.

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.

Event: the fact or the circumstance which resulted in the claim or liability. Several connecting facts or circumstances are regarded as a single event.

Goods: the tangible products or goods, including the packaging, stated in the policy. Unless agreed otherwise and specified in the policy, 'goods' does not include things like freight documents, tarpaulins, fastening materials, containers, flat racks and the means of transport in which or on which goods are carried.

War risk:

- armed conflict, acts of war, international peacekeeping operations, civil war and insurrection;
- loss caused by torpedoes, mines, bombs and similar armaments left behind after the cessation of hostilities - even if the loss occurs in peacetime;
- seizure and arrest by order of or resulting from a decision made by the Dutch or a foreign government.

Clear-up costs: reasonable costs incurred for clearing up and removing damaged goods after an event takes place. This does not include clean-up/decontamination costs.

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: 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.

Risk of industrial action:

- acts of violence committed in connection with strikes, employee lockouts and labour unrest;
- social disorder and local disturbances related to industrial action.

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

Means of transport: lorries, ships (inland waterway vessels or seagoing vessels), aircraft, trains, or other means of transport, as well as independent objects such as trailers, semi-trailers, skips, containers, and similar objects. We regard means of transport that are connected to each other as a single means of transport.

Insured: the policyholder and any other person who has an interest in the insured goods. Carriers or persons to whom the transport, treatment or custody is entrusted are not insured. Unless if they are explicitly mentioned in the policy as insured persons.

Insurance year: period from the commencing date of the insurance up to the next premium due date. And each period of 12 months thereafter.

Insured sum: the highest amount of compensation that we will pay out per insured event under the freight transport policy.

Value: the value of the insured goods. In this respect:

- the market value means the current market value of the goods at the time of shipment;
- the purchase value is the amount paid for the goods as specified on the purchase invoice;
- the sales value is the amount for which the goods are sold as specified on the sales invoice.

These amounts can be increased with transport and other costs that may have been incurred by the policyholder.

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

General terms and 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.

If the policy does not specify a contract expiration date, coverage will cease after the completion of the insured journey and will not be automatically renewed.

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;

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.
- you do not have all the permits required for exporting the insured goods or will not be able to obtain them on time;
- the insured goods will not be used to serve civil, public or commercial interests, but for example, for military purposes;
- the insured goods will be used for prohibited purposes, for example, human rights violations, or the production of or to be used as weapons of mass destruction;
- the insured goods are directly or indirectly seized or placed at the disposal of:
 - legal persons, entities, bodies, groups or vessels owned by natural persons or in which natural persons have a controlling interest of 25% or more, or
 - actual natural persons, who have been sanctioned under UN, EU, US, UK, NL or other applicable (inter) national law;
- you do not comply with or act in conflict with applicable sanctions legislation or export control regulations pertaining to the insured goods.

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](#) 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 route change;
 - expansion or replacement of the means of transport used;
 - a change in the goods to be transported;
 - a change in the client/interested party.
 - a change of your address and/or contact details or bank account number;
- pay your premium and excess on time.

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, such as transported value, freight turnover or the number of vehicles used, we use an advance premium as starting point. This can be done in the following way:

- we calculate the advance premium on the basis of the information you provide and/or our own appraisal of projected forecasts;
- we calculate the definitive premium that you then have to pay after the end of each year. This is done on the actual information;
- 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. This is why we would like to receive it from you within two months of the end of the insurance year. 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. Is the damage also insured under another insurance policy?

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

We will not pay a claim if it is already paid under a scheme, law or another insurance policy or if the claim would have been paid if this insurance had not existed with us.

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

12. When do we recover the paid claim?

We are entitled to recover compensation paid in relation to claims and costs we incur if:

- the damage occurred with the assent of the insured;
- no insurance cover exists;
- someone else is liable. Then we recover the paid claim from the liable third party.

13. What must you do in case of damage?

You must report damage to us as soon as possible, within three days at the latest. This can be done in the following ways:

- Internet: www.mijntvm.nl
- Telephone: +31 (0)528 29 27 00
- Email: smd@tvm.nl
- Post: TVM verzekeringen Freepost number 70 7900 VB Hoogeveen

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

If the insured goods are located outside Europe, you can also contact the nearest Lloyd's agent or another well-reputed general average adjuster.

13.1. What must you do in case of damage?

You must:

- immediately contact and report to the police in case of theft, burglary, misappropriation, or loss;
- inform us immediately (by telephone) if further loss can be prevented by taking direct action, for example, damage to perishable goods (such as vegetables, fruit and plants) and theft;
- 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;
- refrain from providing receipts without first assessing an observed or presumed loss;
- hold the shipper, carrier and/or any other party who could be responsible for causing the damage liable in writing as quickly as possible.

You are also not allowed to make any commitments, statements or undertake actions regarding the compensation of damage.

In order to settle claims efficiently, you must send us all the related documents as quickly as possible, including the:

- claim form;
- original invoice, specifications and/or weight lists;
- original bill of lading and/or other transport certificate;
- loss assessment report or any other document that serves as evidence of the scale and cause of the damage;
- unloading reports and weight notes;
- correspondence with the shipper, carrier and/or any other parties involved.

If you do not adhere to these rules, we could be prejudiced as a result. Then we are entitled not to pay or only partially pay your claim. In Article [7.2](#) 'What if you fail to fulfil the obligations?' you can read what other implications this may have for you.

13.2. What do you need to know after reporting a claim?

In that case:

- We can engage counsel if criminal proceedings are instituted against an insured;
- If you make a claim, you automatically authorise us to settle this claim on your behalf;
- We may pay directly to the beneficiary.

Title to the goods may not be transferred to us.

13.3. Who determines the claim?

We can engage a loss adjuster to determine your damage. The costs incurred for this are for our account.

If you disagree with the assessment of the loss adjuster then you can engage your own loss adjuster. The costs incurred for this are initially for your own account.

You must have reasonable grounds for engaging your own loss adjuster, meaning that the costs of your loss adjuster must weigh up against the difference that you expect in the assessed value of your claim. For example, the costs of this loss adjuster must outweigh any difference you expect in the assessment of the damage.

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 adjuster exceed the costs of our loss adjuster, we will only compensate these additional costs if they are reasonable.

In case both loss adjusters cannot agree, a third loss adjuster will be appointed by both loss adjusters prior to the substantive examination by the second loss adjuster. If both loss adjusters cannot agree, the appointed third loss adjuster will determine the extent of the damage. This determination is binding on you and on us. The costs of this third loss adjuster will be compensated by us.

If the insured goods are located outside Europe, you can also contact the nearest Lloyd's agent or another well-reputed general average adjuster. The assessment of the damage must take place within a reasonable period after the arrival of the insured goods. You must initially pay the adjuster's fee and expenses, but we will subsequently reimburse you if the damage is covered under your insurance policy. General average adjusters are not personally liable for compensating loss or damage and are not authorised to represent us in legal proceedings.

14. How is the damage assessed?

The insured sum stated on the policy is also the insured value agreed with you; this is also referred to as 'the appraised value mutually approved by the parties'. We regard this sum as being the true value.

If, in the event of damage, it becomes apparent that the insured value is too low, we do not rely on underinsurance. We also do not rely on over insurance if the insured value is too high, unless we can prove that it is (excessively) unreasonable.

Different calculations are performed to assess your damage:

- Proportional fractioning method: The percentage of damaged goods is assessed and subtracted from the residual value (value of undamaged goods) of the consignment after arrival at the destination. The compensation is calculated by subtracting the percentage from the insured value specified on the policy.
- Goods of different types or value: For goods of different types or value, the insured value of the different goods is calculated by proportionately dividing the total insured value over the invoice value of the insured goods. If the invoice value is unknown, the current market value of the undamaged goods after arrival at the destination is used instead.

15. Compensation exceeding the insured sum

If the goods covered under the policy sustain damage during several successive insured events, we compensate all the damage, irrespective of whether the total compensation exceeds the insured sum.

If insured damage occurs, we also reimburse, in addition to the insured sum, the following reasonable costs:

- Loss prevention and minimisation expenses up to € 25,000.
- Clear-up costs up to € 25,000. We do not reimburse these costs if they are already insured elsewhere.
- Costs for the destruction of damaged goods up to € 5,000. We do not reimburse these costs if they are already insured elsewhere.
- Legal aid that is given with our permission. We do not reimburse costs related to criminal proceedings, fines, commutation payments, suretyship and escrow.
- Unloading in an emergency or at port of refuge, including storage, reloading and further transport.
- The contribution in general average. With respect to risks of war or industrial action, the maximum compensation for damage and other expenses is equal to the insured sum.

With respect to risks of war or industrial action, the maximum compensation for damage and other expenses is equal to the insured sum.

Costs related to clearing up or removing chemicals or other environmentally-hazardous substances will not be reimbursed.

16. 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 (clausuleblad 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.tvn.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.

17. The beginning, end and breaks in an insured journey

17.1. The beginning

The insurance coverage commences when the insured goods are picked up for transport from their location in the warehouse or storage depot at the point of shipment specified on the policy or as agreed in the transport agreement.

17.2. During the journey

The insurance coverage continues during the normal course of the journey, provided the transport takes place in the normal way, or in a way agreed with us.

17.3. End

The insurance coverage ends when the insured goods are deposited in their assigned location in the warehouse or storage depot at the point of arrival as specified on the policy or as agreed in the transport agreement.

If transportation takes place in or on a sea-going vessel, the insurance coverage will in any case end, insofar as this has not already happened, sixty days after the goods have been unloaded from the vessel.

17.4. Prior risk

If the transport of the goods or the risk to the insured start before the insurance coverage commencement date, and if the insured has declared that he was not cognizant of any information that could have affected the insurance, such as, for example, a notice of claim, this policy will remain valid.

17.5. Route changes

The policy will remain valid if an insured journey is interrupted, the route is changed, alternative means of transport have to be used or if it has to be prolonged due to factors beyond the insured control. Because prolonging a journey also increases the amount of risk, we are entitled to demand the payment of an additional premium. However, we do not do this if changes in a journey are the result of insured damage.

17.6. Prematurely stopping a journey

If the insured has a journey prematurely stopped or has the goods sent somewhere else instead of the destination specified in the policy or originally stipulated in the transport agreement, the insurance coverage will end, unless we agree otherwise, fifteen days after the arrival of the goods at the point where the journey was stopped or changed. The insurance coverage will be discontinued sooner at the moment when:

- the goods are sold and delivered to the buyer's (see Article 19 Seller's interest);
- the goods are transported to somewhere else instead of the destination specified in the policy or originally agreed;
- the insured orders the goods to be placed in storage, processed or treated, for example, for distribution purposes.

If the insured can prove that unloading or delivering the goods was delayed for legitimate reasons, the insurance coverage will not end after the aforementioned fifteen days. The fifteen-day period will in this type of situation be extended with the number of days that the delay lasts.

17.7. Return shipments

If goods are returned immediately, they can remain insured in the same way. We must, however, be informed in good time. And if this happens, we will agree the additional premium that you have to pay in this respect.

18. Costs of freight-forwarding by ship

Reasonable additional costs for unloading, storage and forwarding to the destination specified in the policy or stipulated in the transport agreement are also covered up the maximum insured sum caused by the apprehending, bringing in, arresting and/or deviating to another port, because:

- the vessel does not have a valid safety management certificate as referred to in the ISM Code on board;
- the shipping or chartering company does not have a valid document of compliance as referred to on the ISM Code and required under the 1974 SOLAS Convention.

19. Seller's interest

Your interest is also insured if you have sold the goods and they are no longer in transit at your risk. If insured damage occurs, this policy provides cover if the buyer:

- has not paid the agreed price in full or in part;
- fails in his obligation to pay a contribution in a case of general average and/or similar costs;
- does not have insurance or if his insurance does not cover the damage.

Only you (as the policyholder) are entitled to compensation for this type of damage. You may not transfer this right to a third party. By accepting the payment of compensation, you transfer all your respective rights and claims against the buyer to us.

20. Buyer's interest

Your interest is also insured if you have purchased the goods but they are still in transit at the seller's risk. If insured damage occurs, this policy provides cover if the seller:

- does not replace or compensate damaged or lost goods;
- fails in his obligation to pay a contribution in a case of general average and/or similar costs;
- does not have insurance or if his insurance does not cover the damage.

Only you (as the policyholder) are entitled to compensation for this type of damage. You may not transfer this right to a third party. By accepting the payment of compensation, you transfer all your respective rights and claims against the seller to us.

21. 'Both to blame' collision clause

If the bill of lading contains a so-called 'both to blame' collision clause, we will reimburse the financial consequences of any claim made against you based on the clause. If the shipping and/or charter company files a claim against you based on this clause, you must inform us immediately so that we can, if necessary, take legal action. You must cooperate fully in this respect.

22. What is never insured?

We do not offer assistance, provide cover or compensate damage that occurs through:

- acts of intent, conditional intent, recklessness by or with the assent of the insured;
- fraud.

However, the aforementioned damage is insured if: you can prove that you did not know about the situation and did not want it to happen; and you could not avert the situation.

In all other situations, we will not compensate damage:

- caused by the nature of the insured goods, or if they are defective;
- caused by transport delays. This is, however, covered if material damage to the goods was due to a delay caused by an insured event and the means of transport used to convey the goods was damaged in the insured event;
- the damage only consists of the disruption of electrical or electronic equipment, unless said damage was caused by an event as referred to in Article [24](#) 'Incidents covered';

- caused by cybercrime;
- caused by communicable disease;
- the damage is due to a nuclear reaction, we understand here any nuclear reaction in which energy is released such as nuclear fusion, nuclear fission or artificial and natural radioactivity;
- the damage is due to the risk of war. This is insured if explicitly stated on the policy;
- the damage is due to the risk of industrial action. This is insured if explicitly stated on the policy;
- the damage is due to (bio)chemical, biological or electromagnetic weapons;
- the damage is due to seizure by the Dutch or a foreign government;
- the damage is due to failing to fulfil any obligations pursuant to this insurance agreement or failing to fulfil them on time.

We also do not reimburse:

- expenses for demurrage and wintering. We do, however, pay general expenses if they are incurred on the general average expenses incurred under the York-Antwerp Rules or the IVR General Average Rules;
- damage to goods that may not be traded in accordance with national or international regulations;
- personal injury or damage to companies, governments or other parties that is unacceptable in accordance with national or international agreements;
- damage suffered or caused by any party that acquires an interest in the goods through an act of war or industrial action;
- seawater damage and damage caused by the jettisoning or washing overboard of goods if they are stowed on the upper deck of a vessel. This is, however, insured, if:
 - the nature of the vessel means that there is no distinction between loading on the upper deck or lower deck;
 - loading on the upper deck is customary practice for the vessel concerned;
 - you can prove that the goods were stowed on the upper deck without your explicit permission;
 - the policy states that the goods are 'deck cargo'.

What are you insured for?

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

23. All-risk coverage

With all-risk coverage, the goods are insured against damage, irrespective of how it is caused.

You have this type of coverage, if it is stated in your policy. The overview below states what is and is not insured.

What is insured?

Damage to or the partial or total loss of the insured goods is covered. It does not matter how the damage or loss was caused.

The following are also insured:

- decrease in value due to the insured goods becoming mixed up as a result of an insured event as referred to in Article [24](#) 'Incidents covered'. This is not insured if the goods become mixed up because they are not loaded (stowed) properly by the insured or under his supervision;
- damage caused to the goods due to using unsuitable packaging. This is not insured if the insured knew or it can be reasonably assumed that he should have known that the packaging was unsuitable;
- absence of news: this means that we presume the goods to be lost if nothing has been heard about the means of transport used for a reasonable amount of time;
- if only the packaging is damaged, coverage is provided up to the maximum amount by which the value of the goods has decreased, the costs of replacing and/or repairing packaging and/or the consequential decrease in value are also reimbursed.

What is not insured?

Article [22](#) 'What is never insured?' provides details of situations for which you are not insured.

Excess

The excess is stated in the policy - it applies per event.

What is the maximum compensation

The insured sum stated in the policy.

Articles [14](#) 'How is the damage assessed?' and [15](#) 'Compensation exceeding the insured sum' contain further information about compensation payments.

24. Incidents covered

Under the policy, goods are insured against damage resulting from the occurrence of a number of specific events. If damage results from an event that is not named, it is not covered.

You have this type of coverage, if it is stated in your policy. The overview below states what is and is not insured.

What is insured?

Damage to, or the total or partial loss of insured goods, but only if it can be reasonably assumed that, in view of the nature and scale of the event, it actually caused the damage/loss:

- the vessel in which or on which the insured goods were carried:
 - catches fire;
 - runs aground or sinks;
 - collides with or crashes into ice or any other object except water;
- the means of transport (other than a vessel) on which or in which the insured goods were carried:
 - is involved in an accident;
 - catches fire.

Damage to, or the total or partial loss of insured goods is also covered if caused by:

- fire or explosion;
- the falling of the insured goods (not including bulk cargo) either wholly or in part during loading or unloading;
- the jettisoning or washing overboard in another way of the insured goods either wholly or in part (unless loaded upper deck, see Article [22](#) 'What is never insured?');
- unloading the insured goods in an emergency or at a port of refuge, and reloading them.

The following are also insured:

- decrease in value due to the insured goods becoming mixed up as a result of an insured event as referred to this article. This is not insured if the goods become mixed up because they are not loaded (stowed) properly by the policyholder or under his supervision;
- absence of news: this means that we presume the goods to be lost if nothing has been heard about the means of transport used for a reasonable amount of time;
- if only the packaging is damaged, coverage is provided up to the maximum amount by which the value of the goods has decreased, the costs of replacing and/or repairing packaging and/or the consequential decrease in value are also reimbursed.

What is not insured?

Article [22](#) 'What is never insured?' provides details of situations for which you are not insured.

Excess

The excess is stated in the policy - it applies event.

What is the maximum compensation

The insured sum stated in the policy.

Article [14](#) 'How is the damage assessed?' and [15](#) 'Compensation exceeding the insured sum' contain further information about compensation payments.

25. Coverage for risks of war and industrial action

Risks of war and industrial action insurance covers the goods against war and related risks. If damage results from an event that is not named, it is not covered.

You have this type of coverage, if it is stated in your policy. The overview below states what is and is not insured. This coverage is supplemental and deviates from the other provisions in the policy conditions.

What is insured?

Damage to, or the partial or total loss of the insured goods is covered, if caused by a:

- war risk;
- risk of industrial action.

What applies specifically to war risks?

Coverage against war risks commences as soon as the goods are loaded on board a sea-going vessel or an aircraft.

Coverage against war risks ends:

- as soon as the goods have been unloaded from the sea-going ship or aircraft;
- if unloading has not (yet) taken place, fifteen days after the arrival of the sea-going ship or aircraft at its final destination;
- fifteen days after the arrival of the sea-going ship or aircraft at a port of unloading or point of delivery where the goods are transferred for further transport. During these fifteen days, coverage continues for as long as the goods remain in the port of unloading or at the point of delivery. Coverage resumes as soon as the goods are back on board.

Damage caused by torpedoes, mines, bombs and similar armaments left behind after the cessation of hostilities is also insured if the goods are located in another vessel for loading and/or unloading.

What is not insured?

The following are not insured:

- Damage or loss due to delays.

Excess

An excess does not apply.

What is the maximum compensation

The insured sum stated in the policy.

In addition to the insured sum, if insured damage occurs, we also reimburse costs incurred with our consent to have the insured goods released.

Important things you should know

Both parties are entitled to terminate this insurance policy in writing at any time. A period of notice of seven days applies in this respect. Even when the policy is terminated, coverage is still provided:

- against war risks for goods already loaded in the first sea-going vessel or aircraft within the seven-day period of notice;
- against risks of industrial actions for goods that have already left the warehouse or storage depot at the point of departure within the seven-day period of notice.

We may demand an additional premium payment if the transport of the goods is interrupted, the vessel on which they are carried changes course or direction, or if the route or means of transport is changed or the voyage prolonged.

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 tot 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.

