



Logistics and Transport Liability Insurance

Policy conditions

AVL01012027GB

TRANSLATION:

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



Introduction

This insurance covers your liability as a logistics service provider, transporter or remover.

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.

This policy consists of the following covers:

- Business Liability
- Logistics Services Liability
- Transporters Liability
- Additional Logistics and transport cover
- Container/trailer Liability
- Document Liability
- Environmental damage

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

We will send you a policy 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.

Contents

Explanation of used terms	5
General conditions	7
1. With whom are you insured?	7
2. What rules apply to the insurance commencement and expiry dates?	7
2.1. Start, contract term and renewal of insurance	7
2.2. When can you terminate the insurance?	7
2.3. When can we terminate the insurance?	7
3. May we change or terminate the insurance in the interim?	8
3.1. Change to your insurance	8
3.2. Do you object to the changes?	8
3.3. Under what circumstances are you not entitled to cancel the insurance?	8
3.4. Termination of your insurance	8
4. How do we treat your personal data?	9
5. What can we do in case of fraud?	9
6. What are your options in case of complaints?	10
7. What are your obligations?	10
7.1. What do we expect from you?	10
7.2. What must you do if your business activities change or you are involved in a company takeover?	10
7.3. What if you fail to fulfil the obligations	10
8. How do we calculate the premium?	10
8.1. Advance payments with settlement at a later date	10
8.2. Indexation of the premium	11
9. What are the rules for payment of premium and excess?	11
9.1. Payment of first premium	11
9.2. Payment of following premiums or any excess	11
10. What is not insured?	11
11. Is the damage also insured under another insurance policy?	12
12. When do we recover the paid claim?	12
13. In which countries are you insured?	13
14. What must you do in case of damage?	13
14.1. Emergency assistance	13
14.2. What must you do in case of damage?	13
14.3. What do you need to know after reporting a claim?	14
14.4. Who determines the claim?	14
15. How is a claim resulting from acts of terrorism handled?	14
What are you insured for?	15
16. Business Liability	15
16.1. Business liability	15
16.2. Third-party loading/unloading equipment	20
16.3. Employer's liability	20
16.4. Product liability	21
16.5. Limited environmental liability	21
17. Logistics Services Liability	23
18. Transporters Liability	25
18.1. Basic Transporters Liability cover	25
18.2. Setting aside CMR liability limits	27
18.3. Additional provisions for cabotage	28

18.4.	Additional provisions outsourced transport	28
18.5.	Security and/or additional excess in case of theft of the entire load	31
18.6.	Maximum compensation per event	34
19.	Additional logistics and transport cover	35
20.	Container/trailer liability	37
21.	Document liability	39
21.5.	Rules for declaration and compilation of customs documents	40
21.6.	Rules and instructions in case of import of customs goods by road	40
21.7.	Additional rules in case of damage	43
22.	Environmental damage	44
22.1.	Your location and the locations of third parties	44
22.2.	Trading loss related to remediation of the own location	46
22.3.	What rules apply to cover for environmental damage?	46
22.4.	Rules for remediation	47
22.5.	Legal assistance in case of remediation	47
Clauses Sheet Terrorism Cover		49

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.

Cybercrime: damage, or the threat thereof, caused by the unauthorised use - or the threat thereof – of amongst others:

- a computer or computer system, for example a server, communication system, personal computer, laptop, tablet, smartphone or other electronic equipment;
- software, for example an operating system or an app;
- computer code;
- digital data;
- a computer virus;
- a digital information repository;
- a (micro)chip;
- electronic components, such as semiconductors and/or an integrated circuit.

By unauthorised use we also mean the unlawful access to or processing of data.

Cover: this describes the risks for which you are insured. This policy provides various types of cover.

Third parties: anyone except the insured held liable for damage.

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. For example, if u provides us with incorrect information or fails to disclose relevant information to us. Fraud also includes seeking to benefit in another way without having any right to compensation, payment or the fulfilment of an obligation.

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: all tangible products or goods that form part of the agreement between the insured and its client. Goods do not include:

- load documents, tarpaulin covers, lashings, containers, loading platforms and the vehicles;
- money and valuable papers such as bonds and securities, precious metals, worked or unworked precious stones and valuable art and collectable objects. If this is specifically described during a removal, then this is considered as goods.

Environmental damage: contamination of the soil, air, surface water or any other (subterranean) water with chemicals or other pollutants.

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.

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

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

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.tvm.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.

Unless otherwise stated, this insurance 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 compensation for damage that occurred before the commencement date of the insurance. Different rules apply to Business Liability, which you can read in Article [16.1](#) 'When must you report a claim to us'.
- If the insurance is terminated, you may continue to report claims for up to 12 months after the policy expiry date. The claims must be caused during the period that the insurance was valid. You must also report the claim as soon as you learn of it. Different rules apply to Business Liability, which you can read in Article [16.1](#) 'When must you report a claim to us'.

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 fail to inform us, inform us incompletely, or provide us with incorrect information when taking out the insurance or during the term of the insurance policy;
- you have not supplied the correct information in case of a claim;
- 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 of this as soon as possible;

- the liability risk changes due to legislation or regulations such that you can no longer require us to insure that risk. In this situation, we can also decide to review the policy conditions and/or the premium.

We always refund premiums paid in excess. We do not do this in cases of (attempted) fraud or if you intentionally fail to inform us, fail to inform us fully, or provide us with incorrect information.

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 adjustment, as described in Article 8 'How do we calculate the premium?';
- 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.

When processing your personal data, we comply with the Code of Conduct for the Processing of Personal Data by Insurers (see www.verzekeraars.nl). In addition, we exchange your claims and insurance data with the Central Information System Foundation (CIS). We do this to maintain a responsible policy regarding claims handling and insurance underwriting, and to combat fraud.

If you submit a claim, it will be recorded in the CIS database. The CIS database of the Central Information System Foundation (Stichting CIS) contains all claims submitted to insurers and authorised agents. This registration takes place as soon as you, or someone else, reports a loss or damage for which insurance coverage is requested, even if no payment is ultimately made or if you decide to bear the loss yourself.

The registration is made regardless of who is liable for the loss or damage, whether the loss is covered under your policy conditions, or whether it remains within your deductible.

Insurers use information from the CIS database when assessing an application for insurance and when handling a claim.

If you have any questions, please contact us on +31 528 292530 or by email at specialezaken@tvm.nl.

For more information, please visit www.stichtingcis.nl, where you can also find the privacy regulations of the Central Information System Foundation (Stichting CIS).

Our Privacy Statement can be found [here](#). It also contains further information about privacy and how we process your personal data.

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:
- supply us with information promptly so that we can calculate the premium for the new insurance year;
- pay your premium and excess on time.

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 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.

7.3. 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.
- not pay all or part of your claim or not provide assistance;
- increase the premium;

8. How do we calculate the premium?

Depending on the cover chosen, we set the premium based on the sum insured and excess or on changing factors.

8.1. Advance payments with settlement at a later date

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

- we calculate the advance premium based on information provided by you on the expected wage bill and/or turnover or the wage bill and/or turnover for the previous year;
- we calculate the definitive premium that you then have to pay after the end of each year. This is done based on the actual wage bill and/or turnover;
- the premium that we charge consists of a settlement between the advance premium paid for the past year and the calculated definitive premium over that same year;

- 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%.

8.2. Indexation of the premium

We may annually adjust the premium to be determined in line with price developments. We base this on the household price index figures published by Statistics Netherlands (CBS).

9. What are the rules for payment of premium and excess?

9.1. 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.

9.2. 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.
- Do you eventually pay all outstanding invoices, but not within the required payment period? 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.

10. What is not insured?

We do not provide assistance or compensate damage caused by, occurred at or related to:

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

It is possible that the above mentioned claims are insured. This is when you can prove that you were unaware of the situation and you also did not want it to happen and you could not prevent the situation from occurring.

Additionally, we do not provide assistance or compensate damage caused by, occurred at or related to:

- 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;
- communicable disease;
- Strike risk, by which we mean:
 - acts of violence committed in connection with strikes, employee lockout and labour disturbances;
 - disturbances and local disturbances in connection with strikes.
- effect of unexploded torpedoes, mines, bombs and similar instruments of war. Also when the damage arises in times of peace.
- seizure by a Dutch or foreign authority.

If the goods, or the vehicle, are damaged due to war or strike risk, then that is not insured. But the insurance continues to apply and the insurance cover remains applicable for all claims and liability that are not caused by war or strike risk.

We also do not compensate damage:

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

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 the paid claim and incurred costs if:

- no insurance cover exists;
- a person other than an insured is liable. In that case, we will recover the damage compensated from that other person.

13. In which countries are you insured?

Cover	Territory covered
Business Liability	The whole world, excluding claims governed by the laws of the United States or Canada. This limitation does not apply to business trips made by an insured for the company.
Logistics Services Liability Document Liability	The whole world, except Russia, Ukraine and Belarus.
Transporters Liability Container/Trailer Liability	Europe including the Asian part of Turkey, Israel, Tunisia and Morocco. And during transport between these countries. No cover is provided for damage occurring in Russia, Ukraine and Belarus. In case of cabotage, the territory covered is limited to the countries of the European Union, Norway, Switzerland and the United Kingdom.
Environmental Damage	The European Union, Norway, Switzerland and the United Kingdom.

14. 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

In case of theft, always contact TVM assistance **immediately** by telephone: +31 (0)528 29 29 11. After which, you must send completed claim form to us within seven days of reporting

14.1. Emergency assistance

Do you need immediate assistance? Then call: TVM assistance: +31 (0)528 29 29 11 (available 24 hours a day)

Examples of immediate assistance (depending on your cover) are:

- towage;
- repatriation;
- theft of your vehicle and/or load;
- personal assistance in case of illness or accident abroad.

14.2. What must you do in case of damage?

You and/or the insured must:

- immediately contact and report to the police in case of theft, burglary, misappropriation, or loss. We may engage the Insurance Bureau for Vehicle Crime (VbV) to find the vehicle or load;
- 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;
- send us the original supporting documents at our request;
- send us all documents that relate to the claim as soon as possible.

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

Important:

If you or a insured do not adhere to these rules, we could be prejudiced as a result. For example, if you report a claim too late. Then we are entitled not to pay or only partially pay your claim.

In Article [7.3](#) 'What if you fail to fulfil the obligations?' you can read what other implications this may have for you.

14.3. 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.

We handle bodily injury claims in accordance with the provisions of Section 7:954 Dutch Civil Code. This means, for example, that the injured party can claim their damage directly from us instead of going through you.

Are you being held liable and do you need to issue a guarantee for this? Then we issue a guarantee according to the latest Rotterdam Guarantee form (Rotterdams Garantiefomulier). We only do this in the case of a (third party) attachment, it can be assumed that a (third party) attachment will be levied, or there is another necessity why you need to provide a guarantee. The guarantee must have a direct relationship to an event insured under this policy.

14.4. Who determines the claim?

We can engage an adjuster to determine your damage and/or liability. 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.

15. 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 Terrorismedekking (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 nht.verreende.nl 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.

What are you insured for?

This section describes the conditions per cover. The cover that you have taken out is given on the policy.

16. Business Liability

This cover consists of the following components:

[16.1 Business liability](#)

[16.2 Third-party loading/unloading equipment](#)

[16.3 Employer's liability](#)

[16.4 Product liability](#)

[16.5 Limited environmental liability](#)

16.1. Business liability

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

16.1.1. Definitions

Claim: a claim for the compensation of damage resulting from the actions or omissions of the insured. Interrelated claims are regarded as a single claim.

Clause: a special arrangement or condition in an agreement.

Acts or omissions: an act or (wrongful) failure to act by an insured which may lead to a claim. This also includes claims made against the insured because of his specific legal capacity or status. An insured can, for example, be held liable for damage caused by an animal that he owns.

Circumstance: the event of an incident or situation as a result of the acts or omissions of an insured or resulting from an accident that will presumably lead to a claim.

Subordinates: employees, trainees, temporary workers and all other natural persons who carry out work for you in an employment relationship. In doing so, you must (be able to) exercise control and authority over the performance of this work. The work also must be in line with the insured capacity stated in the policy.

Damage: This is understood to mean:

- property damage: damage, contamination or total loss of goods, including consequential damage and/or costs that have been incurred;
- personal injury: injury, impairment of health or the death of people, including consequential damage and/or costs.

Insured: the policyholder, subordinates, partners, directors, supervisory directors, pension funds, staff associations (including their board members) and housemates and family members of the policyholder. The insurance only applies if they are active and/or perform work for the policyholder in that capacity.

Insured capacity: the profession, work or activities for which you took out the insurance. You will find a description of this on the policy.

Employer's liability: the employer's liability for damage that a subordinate may suffer in the course of his work.

Insurance for self-employed persons

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

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

16.1.2. What is insured?

Cover is provided for the liability of the insured, in the insured capacity as defined on the policy, for damage to third parties.

Damage with or by motor vehicles is only insured:

- if an insured uses a motor vehicle, other than third-party loading/unloading equipment, that does not belong to you and/or of which you are not the owner, possessor or holder, for work and causes damage for which you are liable as an employer;
- if an insured causes damage while travelling as a passenger in a motor vehicle or causes damage to the motor vehicle itself (passenger risk);
- according to Article [16.2](#) 'Third-party loading/unloading equipment';
- if caused with or by a trailer, semi-trailer or similar object which, having been detached or disconnected from a motor vehicle, came to a safe stop outside traffic;
- if caused by load while loading or unloading the motor vehicle;
- if caused by load or other goods while they are on, carried with, falling from, or after they have fallen from a motor vehicle;
- if caused with a bicycle with pedal assistance up to 25 km/hour (e-bike or elobike);
- if the insured as employer is liable for a recourse claim of a healthcare insurer for paid healthcare costs of a hired subordinate (temporary employee) who, as driver, has had an accident with the motor vehicle.

This damage with or caused by motor vehicles is not covered if it is insured via another insurance based on, for example, the Motor Insurance Liability Act (WAM). In the event that passenger risk is insured, any accumulated no-claim bonus and/or excess refund will not be affected.

Personal injury of visitors.

The insurance also covers personal injury suffered by visitors to the insured's company without any fault on the part of the insured. Visitors are understood to be participants in organised receptions, such as excursions, open days, viewings and company visits. Visitors also include the customers of the insured or those acting on behalf of those customers or in connection with transactions between the insured and their customers.

Anti-icing activities

Co-insured is the liability relating to the performance of anti-icing work. For this work, your client is an insured on this insurance. The indemnification as mentioned in Section 6 paragraph 9 of the Uniform administrative conditions for the execution of works and technical services 2012 (UAC 2012) is also insured.

16.1.3. What conditions must be met?

In order to be eligible for compensation, the following conditions must be met:

- the claim against the insured must be made during the term of the insurance;
- the insured must notify us of the claim during the term of the insurance;
- the insured must notify us of the circumstance on which the claim is based during the term of the insurance. In this case, we regard the notification of the circumstance as being informed of the claim;

- the insured may not be aware of the claim or the respective circumstance when the insurance is taken out.

See also the article [16.1.8](#) 'When must you report a claim to us?'.

If any insured other than the policyholder wish to derive rights from this insurance, they can only do so with the policyholder's permission.

16.1.4. What is not insured?

No cover is provided for damage:

- caused by, occurring during or related to an act or omission that took place more than 12 months before the commencement date of this insurance;
- to goods owned by the policyholder or its affiliated companies. Damage that subordinates cause to each other is covered;
- caused intentionally by the policyholder (or its legal representative) that is in conflict with the law or any other provisions;
- caused with or by motor vehicles. This is covered in the situations described under [16.1.2](#) 'What is insured';
- caused with or inflicted by aircraft;
- to goods caused or inflicted by or through a motorised vessel;
- caused by, occurred at or related to sexual or sexually oriented behaviour, in any form. This also applies if the damage is caused as a member of a group;
- to goods that an insured or someone representing them, has in their possession. What is and what is not covered is specified below in the 'Explanation of the care, custody or control exclusion'.
- that consists of data loss from or the improper functioning of data carriers such as a memory card, USB flash drive, hard disk or CD-ROM. However, this is insured if the information carrier itself is also damaged by a sudden external cause;
- that consists of fines, commutation payments and related (court) costs;
- caused by, occurred at or related to a penalty, indemnity, guarantee, or indemnity clause and similar clauses. This is covered if you are also liable without these stipulations being applicable;
- caused by the failure to perform or delays in the performance of an agreement;
- caused by having offices in other countries. This is covered if we have been duly informed and it is stated in the policy;
- that consists of the excess of another insurance or scheme;
- caused by, occurring with or arising from the extraction, treatment, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or materials that contain asbestos. The presence of asbestos in business premises, for instance in roofing or insulation materials, is covered.

Damage is also not covered if it is or can be insured under another form of cover in this insurance, for example:

- employer's liability for a subordinate, as referred to in Article [16.3](#) 'Employer's liability';
- damage caused by delivered goods, as referred to in Article [16.4](#) 'Product liability';
- environmental damage, as referred to in Article [16.5](#) 'Limited environmental liability' and Article [22](#) 'Environmental damage'.

16.1.5. Excess

The excess per claim is stated in the policy.

No excess applies to personal injury claims.

If we advance the excess, you must refund us immediately on demand.

If, in case of a single event, damage is compensated under other forms of cover of this insurance, only the highest applicable excess will be charged once. This does not apply to any 'additional' excess.

16.1.6. Maximum compensation per claim

The sum insured as stated in the policy.

The maximum compensation per insurance year is twice the sum insured.

If a claim is insured under several parts of the Business Liability cover, a maximum of one time the insured amount will be compensated.

The sum insured for 'personal injury of visitors' is €100.000 per claim as part of the sum insured stated on the policy.

For damage caused by cybercrime, the maximum compensation is €100.000 per claim and €200.000 per insurance year.

The following expenses will also be compensated even if this exceeds the sum insured, up to a maximum of the sum insured:

- costs incurred to prevent and lower the imminent risk of (further) damage;
- the costs of legal assistance with claims;
- statutory interest on the compensation.

If the damage is higher than the maximum sum insured, this additional compensation be proportionately reduced.

16.1.7. What else do we pay?

At the request of a competent government body, we will pay a deposit up to a maximum of €25.000. However, we only do this in connection with an insured claim. As soon as the deposit is released, you must ensure that it is repaid to us.

16.1.8. When must you report a claim to us?

Report claims during the term of the insurance

You must report claims or circumstances from which (liability) claims can arise during the term of the insurance. For this, see also Business liability cover, article [16.1.3](#) 'What conditions must be met?'.

Damage caused before the insurance commencement date

You are also insured for circumstances resulting from an act or omission that took place no more than 12 months before the commencement date of this insurance. However, this does not apply to circumstances with which you were familiar or could reasonably have been familiar on the insurance commencement date.

Notice of circumstance

If an event (for example, an accident) occurs, you cannot always know whether it will result in a claim; for instance, you might not have been held liable yet, but it can be reasonably assumed that this will happen in the future. We call this a circumstance. You must notify us of the circumstance that could lead to a claim. This is especially important if the insurance is terminated because you can only report claims or circumstances during the term of the insurance.

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

Extension of the notice period (runoff, subsequent notice)

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

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

The notice period cannot in any case be extended:

- if we cancel the insurance in connection with fraud;
- if you cancel the insurance. However, if you terminate your business activities, other than by sale or acquisition, the notice period may be extended.

If you request us to extend the notice period, we will assess whether we can do so. You will receive a proposal from us stating the term, the premium and the conditions under which the extension of the notice period may take place.

Explanation of the care, custody or control exclusion; goods held by the insured.

Special rules apply to liability for goods held by the insured, or someone else acting on its behalf. 'Goods held by the insured' is understood to mean goods owned by another party that you use, process, carry, treat, reside in, rent, lease, borrow, store or hold or used to hold for any other reason. It also includes goods that you hold under hire-purchase contracts, leases, pledge agreements and right of usufruct.

What is not insured?

No cover is provided for:

- damage to goods held under supervision by an insured, or somebody else acting on its behalf. Damage resulting from not being able to use these goods is also not insured.

What is insured?

Cover is provided for:

- damage to other goods or buildings owned by third parties while carrying out a work order. But not insured remains damage to goods that were specifically used, processed or handled and the like;
- damage to the goods of employees for which the policyholder is liable as employer;
- damage to the loading/unloading equipment of third parties, according to Article 16.2. 'Third-party loading/unloading equipment';
- damage to goods held by the insured, if and insofar as the respective damage has already been compensated via a fire insurance policy. This is not insured if he holds the goods by virtue of rent, lease, loan (for use) or custody;
- damage caused by an insured, as a passenger of a motor vehicle, to that motor vehicle;
- damage caused by an insured, while participating in fairs and exhibitions, to the rented premises, stands and the like;
- damage caused to or by goods held by the insured. For example, damage caused to goods owned by a third party when using borrowed tools.

16.2. Third-party loading/unloading equipment

This is a supplement to Article [16.1](#) Business liability. The overview below states what is and is not insured.

16.2.1. Definitions

loading/unloading equipment: equipment such as hand pallet trucks, electric pallet trucks, reach trucks and forklift trucks.

third party: with respect to this form of cover, we mean the owner, holder or keeper of the equipment. You are not the owner, holder or keeper of the loading/unloading equipment and it is not available for you to use for a long period on the basis of a rental agreement, lease or other type of contract.

16.2.2. What is insured?

Insured is your liability for damage during the performance of loading/unloading activities:

- to third-party loading/unloading equipment used by you;
- to another person, caused with third-party loading/unloading equipment used by you. The following applies here:
 - insurance for the equipment is not compulsory under the Civil Liability Insurance (Motor Vehicles) Act; or
 - in the event that insurance for the equipment is compulsory under the Civil Liability Insurance (Motor Vehicles) Act, but the respective insurance is missing and you did not know that it had been missing or did not want it to be missing.

Included in the insurance is the excess that the owner of the loading/unloading equipment has on his equipment insurance and this is recovered from you.

16.2.3. What is not insured?

No cover is provided for:

- damage to goods carried, lifted or moved with the respective loading/unloading equipment;
- damage caused by or to equipment that is made available to you on the basis of a rental agreement, lease or other type of contract;
- damage that occurs while transporting/carrying this equipment. If equipment such as a pallet truck or truck-mounted forklift is placed at your disposal by a client for a longer period, a different insurance solution must be sought;
- any excess stipulated by the rental company.

Article [10](#) 'What is not insured?', Article [11](#) "Is the damage also insured under another insurance policy?", Article [15](#) "How are claims resulting from acts of terrorism settled" and Article [16.1](#) 'Business liability' state what else is not or not fully insured.

16.2.4. Excess

This is the same as the excess for Business Liability as stated on the policy.

16.2.5. Maximum sum insured per claim

For damage to another party caused by the use of third-party loading/unloading equipment, the sum insured as stated in the policy under the Business Liability cover applies.

A maximum compensation of €50.000 per claim applies for damage to the loading/unloading equipment of third parties.

16.3. Employer's liability

This is a supplement to Article [16.1](#) Business liability.

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

16.3.1. What is insured?

Your liability as an employer is insured for:

- damage suffered by a subordinate during working hours or while carrying out work for you;
- damage suffered by a subordinate while on a business trip or taking part in personnel activities.

16.3.2. What is not insured?

No cover is provided:

- for damage sustained by a subordinate as a driver or passenger of a motor vehicle;
- for damage for which compensation can be claimed on the basis on another insurance policy as referred to in Article [11](#). 'Is the damage also insured under another insurance policy?';
- if you do not have a Risk Inventory and Evaluation (RI&E) with the corresponding current plan of action. You are insured if you can prove that the damage did not occur or did not increase as a result of the absence of this RI&E and/or plan of action;
- when you have not complied with the guidelines, regulations and/or instructions of (domestic and foreign) government authorities.

Article [10](#) 'What is not insured?' Article [11](#) "Is the damage also insured under another insurance policy?", Article [15](#) "How are claims resulting from acts of terrorism settled" and Article [16.1](#) 'Business liability' state what else is not or not fully insured.

16.4. Product liability

This is a supplement to Article [16.1](#) Business liability.

This section insures liability for damage caused by delivered goods.

16.4.1. What is insured?

Cover is provided for:

- liability for damage caused by goods (wares or products) that are traded or delivered while under the responsibility of the insured. This also includes goods that are delivered or completed after construction, processing or treatment.

16.4.2. What is not insured?

No cover is provided for:

- liability for damage to delivered goods;
- claims related to and costs incurred in respect of recalling, replacing, improving or repairing delivered goods;
- claims related to completely or partially redoing work;
- not being able to use delivered goods (properly);
- damage caused to other goods that are delivered in and as part of the same agreement.
- liability for damage arising from products manufactured outside the European Union and imported into the European Union, where you act as a fulfilment service provider in respect of those products.

By fulfilment service provider, we mean a party that, in the course of a commercial activity, performs at least two of the following activities: storage, packaging, addressing and shipping, without being the owner of the products.

Do you act as a fulfilment service provider? If so, please contact us to discuss the available insurance options.

Damage is also not covered if it is or can be insured under another form of cover in this insurance, for example:

- employer's liability for a subordinate, as referred to in Article [16.3](#) 'Employer's liability';
- environmental damage as referred to in Article [16.5](#) 'Limited environmental liability' and Article [22](#) 'Environmental damage'.

Article [10](#) 'What is not insured?' Article [11](#) "Is the damage also insured under another insurance policy?", Article [15](#) "How are claims resulting from acts of terrorism settled" and Article [16.1](#) 'Business liability' state what else is not or not fully insured.

16.5. Limited environmental liability

This is a supplement to Article [16.1](#) Business liability.

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

16.5.1. What is insured?

Covered is the insured's liability for third-party claims in connection with an environmental damage related to air, which is sudden and uncertain and not the direct result of a slowly acting process.

16.5.2. What is not insured?

No cover is provided for:

- damage occurring at the location of the insured;
- damage connected to contamination of the soil, surface water or subterranean water courses;
- contamination preceding the commencement date of this insurance;
- costs incurred to mitigate or rectify environmental damage or the consequences thereof at the location of the insured, unless these costs are (also) incurred in order to prevent or limit damage suffered by third parties;
- inadequate environmental management (for example, permitting activities that are in breach of the environmental permit);
- genetic damage (resulting from genetic modification).

Article [10](#) 'What is not insured?' Article [11](#) "Is the damage also insured under another insurance policy?", Article [15](#) "How are claims resulting from acts of terrorism settled" and Article [16.1](#) 'Business liability' state what else is not or not fully insured.

17. Logistics Services Liability

Claims can arise while carrying out logistics services for others. It is possible for many logistics services to declare standard general conditions, i.e. sectoral conditions, applicable. The Logistics Services cover insures your liability in connection with the carrying out of logistics services.

You have this cover if it is stated in your policy. The overview below states what is and is not insured.

17.1. Definitions

Logistics services: all of the policyholder's operations or activities as a logistics service provider, insofar as this has been agreed between the client and the service provider. For example, unloading, inbound, storage, outbound, loading, stock management, assembly, order handling, order picking, shipment preparation, invoicing and information exchange and management, as well as transport as a forwarding agent.

Insured (parties): the policyholder; the legal entity or natural person and the employees of these companies stated on the policy.

Work agreements: the conditions that apply for the agreement as you have agreed with your client. These can be individual agreements as well as standard (industry) conditions or conditions commonly used in the market. Or for instance, your or the client's own (logistics) conditions. If nothing has been agreed then the law often applies.

17.2. What is insured?

The following liability is insured:

- for you as logistics services provider;
- full or partial loss or damage of goods for which you are performing logistics services or that you have accepted in order to perform logistics services;
- and delay claims, if the liability is compulsorily imposed by a law or a treaty;
- if this liability concerns your activities as described on the policy;
- according to work agreements, law or treaty.

17.3. Knowledge of work agreements

Are your work agreements based on an agreement that does not deviate from the standard sectoral conditions? Such as AVC, CMR, FENEX, LSV 2014, LD 2023. Then these conditions are known and accepted by us.

If your work agreements (partially) deviate from the standard sectoral conditions then you must report this to us. You will receive a confirmation from us whether or not these deviating provisions are included under your insurance policy.

Are your work agreements not known to us? Then in case of a claim we compensate up to the amount according to the standard conditions in your industry. Are there several sectoral conditions in your industry? Then we use as starting point the conditions that limit your liability the most.

Do you have liability that is further limited via work agreements than the most limiting conditions in your industry? Then we use your made work agreements as starting point.

Are there no standard conditions in your industry? Then we use the provisions and limitations laid down in the LSV 2014 conditions as starting point.

17.4. What is not insured?

No cover is provided for:

- criminal proceedings, fines, buyout payments, securities and guarantees;
- costs for the disposal/removal of chemical or other environmentally hazardous substances that have entered the soil and/or the air;
- liability caused by, arising out of or in connection with the operation and/or chartering and/or hire of ships and/or aircraft;
- claims for or in connection with such as taxes, excise, (import) duties, agricultural or other levies, return of subsidies or other penalties;
- liability caused by, arising out of or in connection with penalty, indemnity, guarantee, indemnity or similar clauses. The liability that also arises without these stipulations is insured;
- liability caused by, arising out of or in connection with your having goods transported on ships that do not have a valid safety management certificate (according to the ISM code). If the ship owner or charterer does not have a valid document of compliance (as meant in the ISM code and required according to the SOLAS conventions with additions), this is also not insured. This exclusion does not apply if you demonstrate that you could not have known before or during the loading that these requirements were not met;
- liability for damage with or by motor vehicles. However, liability for damage to or loss of the goods that are the subject of the logistics services is insured;
- liability for damage caused by, occurring at or related to ships, aircraft, cranes, installations and similar heavy equipment if the damage is compensated by another insurance of the insured. Or would normally be compensated by that;
- the excess of another policy or scheme.

Article [10](#) 'What is not insured?' Article [11](#) "Is the damage also insured under another insurance policy?", and Article [15](#) "How are claims resulting from acts of terrorism settled" states what else is not or not fully insured.

17.5. Excess

The excess is stated on the policy and applies per event.

If, in a single event, damage is compensated under both the Business Liability cover and the Logistics Services Liability and/or the Transporters Liability cover, only the highest applicable excess will be calculated once. This does not apply to any 'additional' excess.

17.6. Maximum compensation per event

The sum insured is stated on your policy.

For damage caused by cybercrime, the maximum compensation is €100.000 per event and €200.000 per insurance year.

In the event of loss or damage covered under this section, we will also reimburse the following reasonable costs in addition to the insured amount:

- up to €25.000 for costs incurred for the purpose of preventing and limiting direct imminent (further) damage;
- up to €25.000 of disposal costs;
- up to €5.000 for costs incurred to destroy the goods;
- for legal assistance costs and costs of proceedings for legal advice that is provided after permission from us.

Does the damage resulting from a single event fall under both the Logistics Services Liability cover and/or the Transporters Liability cover? Then a maximum of one time the sum insured applies.

18. Transporters Liability

Claims can arise while transporting goods for others. This policy provides you with liability cover for damage to the goods that you transported.

This cover consists of basic Transporters Liability cover with a number of additions.

18.1. Basic Transporters Liability cover

You have this additional cover if it is stated in your policy. The overview below states what is and is not insured.

18.1.1. Definitions

Insured: the policyholder; the legal entity or natural person and the employees of these companies stated on the policy.

Work agreements: the conditions that apply for the agreement as you have agreed with your client. These can be individual agreements as well as standard (industry) conditions or conditions commonly used in the market. Or for instance, your or the client's own (logistics) conditions. If nothing has been agreed then the law often applies.

Cash on delivery charge: there is an instance of this if the goods + freight charges are paid upon delivery of the goods.

18.1.2. What is insured?

Cover is provided for the liability:

- of you as a transporter or remover;
- full or partial loss or damage;
- of goods you are transporting or moving or have hired to transport or move;
- with a vehicle belonging to your fleet that is described on the policy sheet;
- according to work agreements, law or treaty.

Your liability as described above is also insured for:

- cash on delivery charges;
- losses due to delays.

Cold storage, refrigerated and conditioned transport

Also insured is liability for damage to goods that may spoil, melt or otherwise lose their quality, but only if the transport takes place with vehicles equipped with a system that protect the goods against heat, cold, temperature differences or humidity.

If the transport takes place with vehicles not equipped with such a system, then only liability for damage directly resulting from:

- theft, fire, explosion;
- an event during the loading and unloading of the goods;
- an accident where the vehicle transporting the animals is also damaged.

Low-value agricultural goods

The system that protects the goods against heat, cold, temperature differences or humidity is not required in case of the transport of low-value agricultural goods.

The compensation in this case is maximum €1 per kilogram with a maximum of €10.000 per event.

Transport of livestock

Also insured is liability for damage to live animals.

The following terms and conditions apply:

- No cover is provided for damage to animals if caused by transport delays;

- Cover only applies to pigs, veal calves, poultry, sport and breeding horses if the damage is caused by:
 - theft, fire, explosion;
 - an accident while loading and unloading animals;
 - a traffic accident in which the vehicle transporting animals is also damaged.

18.1.3. Knowledge of work agreements

Are your work agreements based on an agreement that does not deviate from standard industry or market terms and conditions? Then these conditions are known and accepted by us.

If your work agreements (partially) deviate from the standard sectoral conditions then you must report this to us. You receive a confirmation from us whether or not these deviating provisions are included under your insurance policy.

Are your work agreements not known to us? Then, in case of damage, we will compensate at most the amount according to the standard conditions in your industry. Are there more standard conditions in your industry? Then we use as starting point the conditions that limit your liability the most.

Do you have liability that is further limited via work agreements than the most limiting conditions in your industry? Then we use your made work agreements as starting point.

18.1.4. Additional activities

Also insured is the liability for additional activities that you have agreed together with the transport agreement and that result in financial damage for you.

This concerns activities that:

- you agree to carry out that form an inseparable part of the transport agreement;
- are outside the scope of your standard transport agreement;
- are not subject to mandatory legislation or regulations;
- for which you can be held liable or responsible for pursuant to civil law.

The maximum compensation is €250.000 per event and per insurance year, as part of the maximum compensation as stated on the policy.

No excess applies if you carry out the activities under agreed (sectoral) conditions.

If you have not agreed any (sectoral) conditions for this activity, an additional excess of €2.500 per event applies.

18.1.5. What is not insured?

No cover is provided for:

- a higher liability than the liability that is given in the sectoral conditions, unless this higher liability is explicitly included under the insurance policy;
- the additional damage in connection with a 'declaration of higher value' or 'special interest upon delivery', unless this higher liability is explicitly included under the insurance policy;
- retrospectively declared applicable work agreements and/or (transport) conditions;
- costs for the disposal/removal of chemical or other environmentally hazardous substances that have entered the soil, water and/or the air;
- criminal proceedings, fines, buyout payments, securities and guarantees;
- liability that arises from fines, compensation, guarantee, indemnity or similar stipulations. The liability that also arises without these stipulations is insured;
- damage caused by using vehicles not properly equipped for this purpose, unless this is expressly included in the insurance;
- the excess of another policy or scheme.

Article [10](#) 'What is not insured?', Article [11](#) "Is the damage also insured under another insurance policy?", and Article [15](#) "How are claims resulting from acts of terrorism settled" states what else is not or not fully insured.

18.1.6. Excess

The excess is stated on the policy and applies per event.

An additional excess applies in the case of theft or misappropriation of the entire load. See Article [18.5](#) 'Security and/or additional excess in case of theft of the entire load'.

If, in case of a single event, damage is compensated under other forms of cover of this insurance, only the highest applicable excess will be charged once. This does not apply to any 'additional' excess.

18.1.7. Maximum compensation per event

The maximum amount payable per occurrence is set out in article [18.6](#) 'Maximum compensation per event'

18.1.8. Special details

If we calculate the premium on the gross freight turnover, then the insurance applies to all vehicles of your fleet.

Temporary replacement transport in a similar vehicle is insured if the own vehicle:

- is being serviced, repaired, scrapped or sold or cannot be deployed for some other cause, and;
- the replacement vehicle does not have a greater load capacity than the own vehicle.

Are multiple vehicles covered under this policy and have various forms of cover been agreed? Then all forms of cover apply for all insured vehicles but never for more vehicles than that are insured under the cover.

Example

You have insured 1 cold storage/refrigerated vehicle for 25 tonnes. Then you are allowed to have this carriage transported by all vehicles, but never more than 25 tonnes at once.

18.2. Setting aside CMR liability limits

This extension means you are insured for the additional liability above the liability limiting provisions of the CMR.

18.2.1. What is insured?

Cover is provided for:

- The additional liability over and above the liability limiting provisions of the CMR.

You are only insured if:

- setting aside of the liability limiting provisions is based on Article 29 CMR;
- you have cooperated fully to enable us to seek a declaratory decision from a competent Dutch court for the amount up to the CMR limit.

18.2.2. What is not insured?

No cover is provided for damage where it is found that:

- the policyholder deliberately caused the damage or acted deliberately recklessly with regard to the occurrence of the damage;
- the driver or another subordinate of the policyholder intentionally caused the damage or acted recklessly with regard to the occurrence of the damage. However, the damage is insured if the policyholder can prove that he took all reasonable precautions that could be expected of him with regard to the morality of the driver or subordinate. We mean here, a demonstrable sound recruitment and personnel policy in the form of screening/documentation. In any case this includes the requesting of a Certificate of Good Behaviour, which shows that no objections were apparent for the work as driver or other employee;
- it concerns goods that fall under category IV of the TVM risk classification, where:
 - the transport of these goods is outsourced to another party via an internet platform for load exchange, and
 - that party intentionally caused the damage or acted knowingly recklessly with regard to the occurrence of the damage.

Also no cover is provided for damage caused by:

- cybercrime.

18.2.3. Excess

An excess of 10% of the claim above the liability limitation of Article 23 CMR applies per event with a minimum of €5.000 and a maximum of €25.000. This excess applies in addition to all other applicable risks.

18.2.4. Maximum compensation per event

The maximum amount payable per occurrence is set out in article [18.6](#) 'Maximum compensation per event'

18.3. Additional provisions for cabotage

Under this provision, you are also insured for liability according to the transport conditions of the country in which the transport takes place.

The overview below states what is and is not insured. Insofar as is applicable, the provisions of Articles [18.1](#) 'Basic cover' and [18.2](#) 'Setting aside CMR liability limits' also apply to this cover.

18.3.1. Definitions

Cabotage: domestic transportation in another country other than the one in which the transporter concerned is established, but within the European Union, Switzerland, Norway or the United Kingdom.

18.3.2. What is insured?

Cover is provided for:

- liability for damage according to the laws and regulations and/or transport conditions of the country in which the transport takes place.

18.3.3. Excess

This is the same as the excess for CMR stated on the policy.

18.3.4. Maximum compensation per event

The maximum amount payable per occurrence is set out in article [18.6](#) 'Maximum compensation per event'

18.4. Additional provisions outsourced transport

This cover insures you for liability in connection with the transporting of goods that you have outsourced.

The overview below states what is and is not insured. Insofar as is applicable, the provisions of Articles [18.1](#) 'Basic cover' up to and including [18.3](#) 'Additional provisions for cabotage' also apply to this cover.

The overview below states that you must conduct a thorough check on the subcontractor before you outsource the load. If you fail to conduct a thorough check you then have an additional excess or the cover does not apply.

18.4.1. What is insured?

Cover is provided for the liability:

- of you as transporter;
- for full or partial loss or damage;
- of goods that you have accepted to transport;
- of which you have outsourced the transport to one or more other transporters;
- according to work agreements, law or treaty.

18.4.2. Maximum compensation per event

The maximum amount payable per occurrence is set out in article [18.6](#) 'Maximum compensation per event'

18.4.3. Special details

This cover only applies if you comply with the following rules:

- you are not allowed to agree with the subcontractor that it is insured under your policy;
- you are not allowed to agree with the subcontractor that its liability is more limited than what it is according to the AVC or CMR;

- you must comply with the check on subcontractors as stated in Article [18.4.4](#) 'Check on the subcontractor and additional excess in case of outsourced transport'.

18.4.4. Check on the subcontractor and additional excess in case of outsourced transport

The overview below states that you must conduct a thorough check on the subcontractor before you outsource the load. If you do not check properly, you will incur an additional excess in case of theft of the entire load or the cover will expire.

The risk classification laid down in Article [18.5](#) 'Security and/or additional excess in case of theft of the entire load' states the category the load falls under.

Technical and organisational security

In case of outsourced transport, the subcontractor must comply in the same manner as you with the requirements of Article [18.5](#) 'Security and/or additional excess in case of theft of the entire load'.

If the subcontractor does not comply with this, then the additional excess applies in the same manner.

Ensure the identity and insurance cover of the subcontractor

When outsourcing transport, you must thoroughly verify the subcontractor before assigning the first transport order. You must establish the identity of the subcontractor and verify that the subcontractor has adequate insurance coverage. You must:

- obtain an extract from the (foreign) Trade Register and check this document for irregularities;
- verify the subcontractor's company information in public registers (NIWO and/or DUNS);
- establish the subcontractor's insurance coverage. You must do this by requesting a copy of the carrier's liability insurance policy and checking the following points:
 - Does the geographical scope of coverage correspond to the transport route?
 - Is the policy valid at the time the transport assignment is being carried out?
 - Is the insured amount sufficient to cover the maximum liability under contractual agreements, applicable law, or international conventions?
 - Does the policy provide cover for the loss of the liability limitation pursuant to Article 29 CMR? And is the insured amount adequate in view of the value of the goods being transported?

If you engage a subcontractor with whom you have not worked before, or if you subcontract transport through a freight exchange platform, you must:

- verify that the contact person is genuinely employed by the subcontractor. Check whether the following details correspond with the contact information registered on the platform:
 - the name;
 - the job title;
 - the business e-mail address;
 - the telephone number;
- make arrangements regarding the identity of the driver and the registration number of the truck that will collect and deliver the goods. Record these details together with your client and verify any changes again before the transport is carried out.

If you identify any discrepancies, contact the company using the contact details published on the company's website or, in the case of subcontracting through a freight exchange platform, the contact details registered on that platform.

You must perform these checks again at least once a year.

TVM has developed a useful tool outlining the checks you should perform when engaging a subcontractor: [the Subcontractor Checklist](#). We recommend using this checklist.

If you subcontract transport through a freight exchange platform, take extra precautions:

- Verify that the subcontractor is genuinely registered on and affiliated with the platform.
- Build and maintain your own network of reliable carriers.
- Do not subcontract the transport of high-value or theft-sensitive goods.
- Do not disclose information about the nature of the goods being transported in advertisements or in communications by telephone or e-mail.
- Verify the carrier by calling a publicly listed landline or official business telephone number. Confirm that you are indeed speaking with the carrier concerned and do not share any information about the transport assignment. Such information should only be exchanged through the platform.

Outsourcing of goods from category I and II of the risk classification

The following applies in case of theft, misappropriation or loss of the entire outsourced load of goods from categories I, II, and III of the risk classification:

- An additional excess applies with outsourcing of 20% of the damage falling under this policy.
- This additional excess for outsourcing is a maximum of € 25.000.
- This additional excess for subcontracted transport will not be applied if you can demonstrate that you have verified the identity and insurance coverage of the subcontractor in accordance with the requirements set out in these policy conditions.

This additional excess in case of outsourcing is in addition to the standard excess and any additional excess related to technical and organisational security requirements.

Outsourcing of goods from category III of the risk classification

The following applies in case of theft, misappropriation or loss of the entire outsourced load of goods from category III of the risk classification:

- An additional excess applies with outsourcing of 20% of the damage falling under this policy.
- This additional excess for outsourcing is a maximum of € 50.000.
- This additional excess for subcontracted transport will not be applied if you can demonstrate that you have verified the identity and insurance coverage of the subcontractor in accordance with the requirements set out in these policy conditions.

This additional excess in case of outsourcing is in addition to the standard excess and any additional excess related to technical and organisational security requirements.

Outsourcing of goods from category IV of the risk classification

The following applies in case of theft, misappropriation or loss of the entire outsourced load of goods from category IV of the risk classification:

- There is no cover for the subcontracting of goods classified as Category IV under the TVM risk classification. However, this cover will be provided if you can demonstrate that you have verified the identity and insurance coverage of the subcontractor in accordance with the requirements set out in these policy conditions.

If cover is provided, however, the standard excess and any additional excess relating to technical and organisational security will apply.

Special details

In case of outsourcing to a forwarding agent, the latter has a duty to make sure of the identity of the subcontractor and the presence of insurance cover with the subcontractor.

If this forwarding agent does not comply with this, then this is considered as your negligence and the above measures (additional excess or no cover) applies.

Entire load means the load that you outsource to a subcontractor. Also if this is transported together with another load. It does not matter here if the other load was stolen too.

18.5. Security and/or additional excess in case of theft of the entire load

To prevent load theft, we place a strong emphasis on theft prevention. When you comply with the below stated preventative measures the financial consequences can remain limited when there is a case of a theft of the entire load.

The preventative measures that apply are dependent on the risk classification in which the category that the goods belong to is given. In case of doubt, the highest category always applies. Various technical and/or organisational security measures fall under the different categories. Is the category that your load falls under unclear to you? Then do not hesitate to contact us.

In case of theft, embezzlement or loss of the entire load, the damage covered by this policy will be compensated after deduction of an additional excess of 20%. This additional excess does not apply if you can prove that you have complied with the security requirements.

Non-theft-sensitive goods

Type of goods	Minimum technical security requirements	Minimum organisational security requirements
<u>Category I goods</u> Low-value building materials Non-chilled and/or low-value agricultural products Paper Livestock Sand and gravel	Standard security (door, ignition, steering lock) If a decoupled semi-trailer/trailer is left unattended, this must be provided with a kingpin lock or triangle lock.	If a vehicle is left unattended for longer than a short break, it is important that it is in a safe location. By a short break we mean, for example, a meal break or a refuelling stop. We define a safe location as: • a site recognisable as a car park that is orderly and well lit. • an enclosed private area that is clearly arranged and well lit. You can always contact us to request an assessment for a specific location.

Additional excess in case of non-implementation of the security requirements of non-theft-sensitive goods

If the technical and/or organisational security requirements are not met, then the following applies in case of theft, misappropriation or loss of the entire load:

- an additional excess of 20% applies on the damage falling under this policy.
- this additional excess is a maximum of €50.000.

Low theft-sensitive goods

Type of goods	Minimum technical security requirements	Minimum organisational security requirements
<u>Category II goods</u> Cooled and/or high-value agricultural products (flowers, fruit, vegetables, coffee, tea, spices and cocoa) Foodstuffs Soft drinks Furniture Tank transport Scrap metal Metals (except non-ferrous)	Standard security supplemented with: • 5-minute tamperproof blocking on the engine and starter motor, automatically engaged. Comparable to SCM classification B1. If a decoupled semi-trailer/trailer is left unattended, this must be provided with a kingpin lock or triangle lock.	If a vehicle is left unattended for longer than a short break, it is important that it is in a safe location. By a short break we mean, for example, a meal break or a refuelling stop. We define a safe location as: • a site recognisable as a car park that is orderly and well lit. • an enclosed private area that is clearly arranged and well lit. You can always contact us to request an assessment for a specific location.

Additional excess in case of non-implementation of the security of low-theft-sensitive goods

If the technical and/or organisational security requirements are not met, then the following applies in case of theft, misappropriation or loss of the entire load:

- an additional excess of 20% applies on the damage falling under this policy.
- this additional excess is a maximum of €50.000.

High-theft-sensitive goods

Type of goods	Minimum technical security requirements	Minimum organisational security requirements
<u>Category III goods</u> Chemical products Alcoholic liquids (not for consumption) Beer Fish and meat products Vehicles Materials, parts and tyres for vehicles High-value building materials (including solar panels, boilers and heatpipes) <u>Category IV goods</u> Clothing Electronics Software and data carriers Non-ferrous metals (such as aluminium, copper and zinc) Alcoholic drinks except beer Tobacco and tobacco products Medicines Perfumes, cosmetic	Standard security supplemented with: • 15-minute tamperproof blocking on the engine and starter motor, automatically engaged; • full alarm (perimeter + siren + tilt detection + emergency power). Comparable to SCM classification B3. If a decoupled semi-trailer/trailer is left unattended: • it must be provided with a kingpin lock or a triangle lock; • the loading space must be securely locked with a container/trailer lock bearing a recognised quality mark (for example SKG, KIWA, SCM or an equivalent certification). NOTE: Additional requirement for Category IV goods: the transport must be carried out using box vans or curtain-sided vehicles equipped with anti-theft curtains.	If a vehicle is left unattended for longer than a short break, it is important that it is in a safe location. By a short break we mean, for example, a meal break or a refuelling stop. We define a safe location as: • a site that is orderly, well-lit and fenced and that the boundaries of the site are monitored with camera surveillance. Only users or personnel have access to the site; • a building that is adequately secured. There must be careful key management and there must signs of forced entry in case of damage. NOTE: Additional requirement for Category IV goods: vehicles and personnel must be monitored in real time by on-site or remote staff. Vehicles and drivers must be registered.

Additional excess in case of non-implementation of the security requirements of high-theft-sensitive goods

If the technical and/or organisational security requirements are not met, then the following applies in case of theft, misappropriation or loss of the entire load:

- an additional excess of 20% applies on the damage falling under this policy.
- this additional excess is a maximum of €50.000.

Special details

The additional excess apply in case of theft, misappropriation and loss of the entire load of, from or together with a vehicle.

A vehicle includes:

- a single-unit truck or rigid truck;
- a vehicle combination such as truck with trailer or road tractor with semi-trailer combination;
- independent objects such as decoupled semi-trailers, trailers, swap bodies and containers.

The additional excess also applies if the load, or a part of it, is recovered later.

If the transported goods could fall under several categories, then the highest category must always be applied.

If the transported goods do not fall in this risk classification or some doubt exists on the minimum security requirement, then you must consult us on which security level is required.

The security system must be activated when leaving the vehicle.

The installed security system must be in good working order and maintained according to the system guideline.

These security measures and additional excess are not applicable in case of removals.

With outsourced transport the subcontractor must comply in the same manner as insured with the requirements of this article. If the subcontractor does not comply with this, or it has not been established whether the subcontractor complied with them at the time of the theft, embezzlement or loss, then the stated excess applies in the same manner.

18.6. Maximum compensation per event

The sum insured is stated on the policy. Hereby applies:

- the maximum that applies according to the work agreements;
- in the event of a 'declaration of higher value' or 'a special interest in delivery', the starting point for the claim is the higher value or special interest, but only if this higher liability is explicitly included under the insurance policy;
- up to € 2.500 for cash-on-delivery (COD) shipments;
- up to € 10.000 for delay in delivery;
- for consequential loss, compensation is limited to € 250.000 per occurrence and per insurance year;
- in the case of cabotage, compensation for physical loss or damage is limited to 8.33 SDR per kilogram of damaged or lost weight;
- in the case of subcontracted transport, compensation for physical loss or damage is limited to the liability limits set out in Article 23 of the CMR Convention;
- for loss or damage caused by cybercrime, the maximum compensation is € 100.000 per occurrence and € 200.000 per insurance year.

If loss or damage arising from a single occurrence is covered both under the Logistics Services Liability section and under one or more sections of the Transporters Liability cover, only one insured amount will apply.

In the event of loss or damage covered under this section, we will also reimburse the following reasonable costs in addition to the insured amount:

- up to € 25.000 for costs incurred for the purpose of preventing and limiting direct imminent (further) damage;
- up to € 25.000 of disposal costs;
- up to € 5.000 for costs incurred to destroy the load;
- for legal assistance costs and costs of proceedings for legal advice that is provided with our permission.

19. Additional logistics and transport cover

Unless otherwise stated on the policy, the 'Additional logistics and transport cover' below apply in addition to the cover:

- Article [16](#) Business Liability
- Article [17](#) Logistics Services Liability
- Article [18](#) Transporters Liability

The overview below states what is and is not insured.

19.1. What is insured?

The following provisions apply additionally to this insurance:

Procedural errors

Equivalent to liability for damage to goods, according to the applicable working arrangements, is damage resulting from failure to comply with procedures as agreed with your clients. This includes, but is not limited to, the refusal of load:

- as a result of an act contrary to HACCP, GMP, kosher, halal or similar requirements for the transport and handling of food;
- as a result of lack of sealing;
- due to the 'best before' date.

Consequential loss

Cover is provided for your liability, arising from a logistics or transport agreement, for consequential loss, to the extent that it is a consequence of another loss covered under this insurance.

Financial loss

Cover is provided for your liability, arising from a logistics or transport agreement, for financial loss, which is understood to mean the impairment of a client's capital.

Loss or improper handling of documents

Cover is provided for your liability to your client for the consequences of loss or incorrect handling of documents as referred to in Article 11.3 CMR. Additional condition for this cover is that you:

- report the loss or damage to us immediately, but no later than 24 hours;
- properly safeguard all periods for filing a defence and objection and the like.

Redelivery

Cover is provided for the costs incurred by you as a result of faulty delivery or exchange of the goods for which you are or will be liable under the law or contract.

FIATA documents

Cover is provided for your liability arising out of and/or relating to FIATA documents issued by or on behalf of you, such as:

- FBL (FIATA Multimodal Transport Bill of Lading)
- FCR (Forwarders Certificate of Receipt)
- FCT (Forwarders Certificate of Transport)
- FWR (FIATA Warehouse Receipt)

Waiver of reliance on conditions

In case of damage to property, you have the right to waive reliance on liability-limiting conditions that limit your liability beyond the liability that exists under applicable standard (industry) conditions, law or treaty. In that case, the damage will be settled as if that liability-limiting condition did not exist.

Waiver of reliance on limitation period

In the case of damage to property, you are entitled to waive reliance on limitation or expiry periods, provided the period is exceeded by no more than 12 months.

19.2. Special details

This additional cover is granted only on the following conditions:

- You must make maximum effort to correct the incorrect action or perform the missing action(s).
- As soon as you become aware of the possible damage, you must immediately consult with us about any action to be taken.

The exclusions and limitations stated elsewhere in these policy conditions are not overridden by this additional cover.

19.3. Excess

This additional cover is subject to an additional excess of € 2.500 per event.

19.4. Maximum compensation per event

The compensation for this additional cover amounts to a maximum of € 100.000 per event and per insurance year as part of the maximum compensation as stated on the policy.

20. Container/trailer liability

To carry out transport work you can use objects of others. You are not the owner of these objects but you use them based on an oral or written agreement. With this cover, you insure liability for damage to objects belonging to others that you have in use.

You have this cover if it is stated in your policy. The overview below states what is and is not insured.

20.1. Definitions

Inherent defect: the failure of part of an insured object, such as through construction, material or manufacturing errors.

Current value: the amount needed to purchase an object equivalent to the insured object immediately before the damage.

Residual value: the value of the insured object immediately after the damage. This value is determined by the surveyor.

Total loss: if the repair costs exceed the current value immediately before the damage minus the residual value.

Insured object: the containers, trailers, semi-trailers, tanks and similar objects of others in use by you.

20.2. Insured

Cover is provided for your liability for damage or loss of the insured object.

The cover commences as soon as you have the insured object and terminates as soon as the owner/lessor once again has the object.

20.3. Not insured

No cover is provided for damage caused by, occurring at or related to:

- use for something other than agreed or for which the object is not suited;
- wear and tear, repair errors or an inherent defect of the insured object. However, the damage is insured if the insured object as a result:
 - collides, overturns, runs off the road or lands in water;
 - burns out or explodes;
- damage to tyres only;
- inadequate care or maintenance;
- depreciation;
- damage to load transported with or by the insured object;
- damage by the load to the insured object, which a diligent transporter could have prevented;
- inability to use the insured object;
- the cost of replacement transport;
- a driver who stole the vehicle;
- as a result of a driver who was not allowed to drive or operate the insured object, or the motor vehicle coupled to this, or must have been considered in no condition to use the public roads

For example

Someone without a valid driving licence or is disqualified from driving, or when the driver is under the influence of alcohol, drugs or medication. There is also no cover if the driver refuses to cooperate with a breath, urine or blood test.

There is a situation where the above stated damage is insured. This is when you can prove that you were unaware of the situation and you also did not want it to happen and you could not prevent the situation from occurring.

Article [10](#) 'What is not insured?' Article [11](#) 'Is the damage also insured under another insurance policy?', and Article [15](#) 'How are claims resulting from acts of terrorism settled' states what else is not or not fully insured.

20.4. Excess

The excess is stated on the policy and applies per event.

No excess applies with total loss.

If, in case of a single event, damage is compensated under other items of cover of this insurance, only the highest applicable excess will be charged once. This does not apply to any 'additional' excess.

20.5. In case of damage

We determine the damage within 30 days, after we receive all details.

In case of theft, we will pay the claim after 30 days from the day you reported the theft to us.

See also Article [14](#) 'What must you do in case of damage?'

20.6. Maximum compensation per event

The sum insured is stated on your policy.

The sum insured applies to the total insured objects of others that you have at any given time, in combination with one motor vehicle.

Above the sum insured, a total of up to one time the sum insured will be paid out for:

- Disposal costs if this is required according to the law or an agreement.
- Costs incurred for the purpose of preventing and limiting (further) damage.
- The costs for storage, security and transport to the nearest garage for repairs.
- Salvage charges that are set by court or approved by us.
- The contribution in general average, which is the contribution in the costs that must be incurred in an emergency during transport by ship.
- The costs for legal advice in connection with claims of third parties, if we have provided permission for this.

We compensate the repair costs. These costs may not be higher than the current value of the insured object before the damage minus the value after the damage.

In case of theft, we compensate the current value of the insured object immediately before the moment of theft.

In case of loss, we compensate the current value of the insured object immediately before the moment of damage. From this is deducted the value of the damaged insured object.

Supplementary to every compensation of material damage, a percentage of the compensation is also paid for additional costs that are not covered by this insurance. These costs need not be demonstrated. Compensation here means the payment for the insured damage to the object, reduced by the excess.

The claim is fully compensated up to the maximum of the sum insured according to the provisions of this cover. It does not matter here, insofar as this is the case, that the sum insured is lower than the value of the insured object.

21. Document liability

Do you prepare customs documents for clients? Then something may well go wrong following such a declaration, which could result in you being held liable for import duties, taxes, excise duties or other costs. This cover will insure you against this.

You have this cover if it is stated in your policy. The overview below states what is and is not insured.

21.1. Definitions

Damage: any financial loss and/or material damage.

Claim: claims or levies by customs authorities or other governmental authorities, whether or not through a guarantor, against you or against third parties engaged by you resulting in a recourse claim against you as the client, as well as the liability of you as a customs service provider towards your client for damage of your client resulting from an attributable failure in customs services.

Customs documents are:

- documents for placing goods under customs procedures: release for free circulation (importation), the special transit, storage (bonded warehouse), specific destination (temporary importation and end-use) and export;
- excise accompanying documents;
- an individual rule in the administration of a customs warehouses;
- an individual item that appears on a monthly return;
- in case of activities as tax representative; an individual item that appears on a turnover monthly return.

21.2. What is insured?

Cover is provided for the financial loss arising for you from:

- claims brought by customs authorities or other government agencies, through a guarantor or otherwise, in respect of:
 - customs documents and excise duty documents that have been drawn up or copied by you or by others engaged by you for the benefit of clients. This on the basis of a contract to draw up such documents as declarant or representative;
 - your exploitation of a customs warehouse and/or bonded warehouse;
 - your activities as tax representative with a limited licence.
- the liability of you as customs service provider towards your client for damage of your client resulting from an attributable failure in customs services.

The cover is granted under the condition that you:

- demonstrably timely and validly agree on the applicability of the Dutch Forwarding Conditions of FENEX, version 2018.
- if possible, prepare the customs documents using a direct customs representative within the meaning of Article 18 Union Customs Code on the basis of a valid written authorisation. This does not apply if the customs procedure only allows you to make declarations in your own name. Use of an indirect import representative must be assessed and accepted by us in advance.
- always have a valid written authorisation for fiscal representation from a non-resident entrepreneur in addition to a valid licence.

If you have not concluded any agreements with your clients on the conditions under which the contracts to draw up customs documents are performed or such an agreement has not yet been assessed by us, the insurance cover shall not include beyond what is set down in the FENEX Dutch Forwarding Conditions. If the agreement that we are to assess contains a more limited liability than that in the FENEX Dutch Forwarding Conditions, then that more limited liability will apply. Cover for agreements where different arrangements have been made, resulting in a more unfavourable recourse position and/or extended liability for you, must be assessed and accepted by us in advance.

We compensate the legal assistance costs and costs of proceedings for legal advice that is provided with our permission for a liability claim that falls under this cover.

21.3. What is not insured?

No cover is provided for:

- damage that concerns documents that have been drawn up for goods of which the import (release for free circulation), the transit, the export and the holding of (without a permit) is forbidden;
- damage caused by failure to comply with conditions attached to the licence issued, unless you are not reasonably to blame.

Article 10 'What is not insured?', Article 11 "Is the damage also insured under another insurance policy?", and Article 15 "How are claims resulting from acts of terrorism settled" states what else is not or not fully insured.

21.4. Excess

The excess is stated on the policy and applies per claim.

This excess does not apply to the 'payments above the sum insured', as stated in Article 21.7 'Extra rules in case of damage'.

Claims relating to goods subject to an anti-dumping duty (provisional or definitive) and/or anti-subsidy duty or registration in connection therewith upon importation into the European Union are subject to a 50% deduction from compensation.

This deduction does not apply when you can prove that you were extra careful by at least checking whether the consignment notes, original certificates and invoices are logical and where, in case of doubt, you contacted the Dutch National Compliance and Risk Management Office (Landelijk Team Oorsprongszaken, (LTO)).

21.5. Rules for declaration and compilation of customs documents

A number of rules and instructions for the declaration and compilation of customs documents are given below. You must strictly comply with these rules. If you do not comply with these rules or instructions, you may lose your right to compensation.

Rules for declaration

In connection with the declaration you are required:

- to record at the end of every insurance year the documents drawn up by you according to the cover(s) as stated on the policy;
- to draw up one document in case of transport exclusively by road for shipments consisting of a homogeneous load that is destined for one and the same consignee making mention of one and the same office of destination. Thus, it is not permitted to draw up several documents for this;
- to place all listed documents under the correct cover based on the levies, fees, taxes and/or excise duties that relate to the document concerned;
- to cooperate with us at our first request if we exercise our right, if there are reasonable grounds to do so, to have an audit or an investigation by a third party regarding the fulfilment of these declaration obligations.

If it later appears (in case of a claim or otherwise) that an individual document has been placed by accident under a lower cover or has not been recorded, then this document is considered as normally insured. But not if we show that several (similar) documents were incorrectly recorded or were completely not recorded. In such an instance, the document(s) concerned is/are not insured.

21.6. Rules and instructions in case of import of customs goods by road

A number of additional rules and instructions are given below. In order to limit the risk of a claim as much as possible, you are required to apply strict compliance with these rules and instructions. If you do not comply with these rules or instructions, you could lose your right to compensation.

If, in addition to being instructed to draw up customs documents, you have also been instructed to carry out the transport by road of the customs and excise goods (or have them carried out), the provisions set out in this article shall expressly apply.

21.6.1. General rules and instructions for the transport of customs and excise goods by road

If you carry out the transport by road then you are required to take account of the instructions below and ensure that these instructions are complied with within the company.

The customs document and the customs goods cannot be apart from each other.

As transporter you are, in accordance with Article 305 of CCIP (Customs Code Implementing Provisions), required to include references on the customs document and submit this, together with the customs goods, for endorsement to the customs authority of the member state in the territory of which the vehicle is located in case of:

- changing the route;
- breaking the seal that occurred beyond your control during the transport;
- transferring the load to another vehicle; This transshipment must take place under the supervision of the customs authorities;
- imminent danger whereby the immediate, full or partial, unloading of the vehicle is necessary;
- events, incidents or accidents, which resulted in you as declarant or transporter being unable to meet your obligations.
- changing one of the parts of an assembly of vehicles considered as a vehicle.

21.6.2. Additional rules and instructions for the transport of goods with an increased risk

In case of transport by road of goods with an increased risk, you must comply with both the general rules as well as the following additional rules. You must also take the following instructions into account.

For the purposes of this cover, we understand increased risk to mean:

- shipments where the total expected amount of levies, taxes and/or excise duties per vehicle exceeds € 50.000;
- shipments where customs documents have been issued for the following items with an increased risk of fraud: meat, poultry, sugar, spirits and tobacco.

The additional rules and/or instructions are:

- You must have been commissioned to arrange the transport.
- You are not allowed to have the transport carried out by incidental (sub)contractors.
- The transport must be carried out by drivers of impeccable behaviour that have been in permanent employment with you for two years.
- The transport must be carried out with 'tilt trailers', 'containers' or 'tank trucks'.
- The transport must be carried out in the same vehicle at the start of the journey until the final destination.
- With the acceptance of the goods and customs documents, the driver must identify himself with a passport and driver's licence to the employee and/or representative appointed by you.
- The FENEX declaration must be completely filled in and copies of the customs documents and of the security certificates of the vehicle involved must be attached thereto.
- When validating the document, you must satisfy yourself as to the correctness and existence of the stated unloading address.
- One validating the document, you must know which customs agent or authorised consignee will handle the document at destination. You must inform said party of the arrival of the transport involved. The above customs-forwarding agent or authorised consignee must undertake to:
 - take care of the customs processing of the customs document;
 - directly after processing, fax or email you a copy of proof thereof;
 - immediately contact you when the transport does not arrive within the expected period of time.
- After arrival at the place of destination, the driver must contact you or his employer by telephone, who will then call him back. The driver provides information on what actually happened to the document and load.
- The driver must return with the confirmation of receipt of the accompanying document A and/or the 5th copy of the T-document, as you must have this as soon as possible. If this is not possible, he must pass this task to the customs-forwarding agent or the authorised consignee.
- In case of a change to the unloading address, the driver, after consulting with you, must state the actual unloading address on the consignment note and have it signed for receipt.

Any deviations from the above-stated additional rules and instructions must be submitted to us for approval.

21.6.3. Rules for vehicle security

In all cases of transport by road you are required to ensure that the transport occurs with vehicles that are fitted with a security system accepted by us in accordance with the risk classification set down in Article [18.5](#) 'Security and/or additional excess in case of theft of the entire load'.

Under vehicle, we also mean independent objects such as trailers, semi-trailers, swap bodies, containers and similar objects.

21.6.4. Rules and instructions if you have transport carried out by third parties

If you have the transport carried out in full or in part by third parties or you outsource the transport, with clear instructions regarding customs transit. A distinction must be hereby made between the use of regular transporters and the use of incidental transporters.

Rules for use of regular transporters

When using regular transporters, you are required to send a letter with instructions and conditions, under which in any case includes the general and additional rules and instructions and the requirements of vehicle security stated in this clause that must be complied with when carrying out this assignment. It must also be stated in this letter that from now on the rules and instructions form part of all concluded future transport agreements.

Rules for use of incidental transporters

In the case of incidental transporters, you are required to ascertain that you are dealing with transporters of good name and reputation. Only when you are demonstrably convinced of this are you allowed to proceed with the issuing of documents and/or items. You are also required to supply a letter with instructions and conditions to these incidental transporters, under which in any case includes the rules and instructions and the requirements of vehicle security stated in the previous paragraph that must be complied with when carrying out this assignment. Hereby, a copy of the letter signed by the transporter with instructions has also to be provided to the driver.

In connection with any recovery from transporters, you are required, insofar as is possible, to continue to state the number, the type of document as well as the word 'instructions' on the consignment note.

21.7. Additional rules in case of damage

A number of additional rules in case of (anticipated) damage or claim are given below. You must strictly comply with these rules. If you do not comply with these rules or instructions, you could lose your right to compensation.

Additional rules in case of damage

In case of a claim you must immediately inform us when you:

- are held liable by the customs authorities or any other government agency or other third party;
- become aware of circumstances:
 - where you could have reasonable cause to expect such claims;
 - where the not clearing of customs documents is very likely.

You must take all measures to:

- still get the documents cleared;
- address your client about this;
- try to recover the amount to be paid to the customs authorities or other government agency from this client or obtain security for this.

Additionally, you must:

- immediately provide us with all available documents such as liability claims, customs documents, transport documents, contract forms, contract confirmations, demands for payment (UTB) or an intention for this, certificates of origin and trade invoices;
- immediately provide all information (requested or not requested) that could be important for the assessment of your liability;
- in case of theft of goods or documents thereof, immediately report it to the police and have the report drawn up. In addition, the nearest customs post must be informed of the theft or loss.

These obligations lapse when the amount of the payment for the claim or other financial damage remains under the excess stated in the policy, or when you decide to accept the compensation or other financial damage for your own account.

If a written claim or an event for which you can reasonably expect a claim is not reported within a reasonable term after you have been informed of this, then you are liable to us for the damage that we reasonably suffer because of this.

Reasonable term here means in any case, within the applicable objection or appeals period and/or limitation or expiry period that apply to the contract between you and your client, subcontractor or the engaged transporter.

See also Article 14 'What must you do in case of damage?'

Maximum compensation

Various insured sums are given on the policy:

- A maximum payment applies per document. More categories can be insured with accompanying insured sums.
- There is also a maximum payment per insurance year for all claims and/or documents together.

For all 'Documentary Liability' items of cover stated in the policy together, no more than the highest annual maximum as stated under one of these items of cover will be paid out per calendar year.

For damage caused by cybercrime, the maximum compensation is € 100.000 per claim and € 200.000 per insurance year.

The following are also compensated on top of the sum insured:

- the statutory interest, interest on overdue tax, interest on underpaid tax insofar these are due on the compensation;
- costs incurred for the purpose of preventing and limiting direct imminent (further) damage;
- the costs of defence and the costs of the proceedings against claims from the government (even if these are unfounded);
- the costs of the legal assistance that we provided for criminal proceedings against an insured, but only if we feel that the criminal proceedings is in the interests of an insured claim.

22. Environmental damage

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

22.1. Your location and the locations of third parties

Any costs that must be incurred to remediate environmental damage at your location are not covered by your Business Liability insurance, but they are with the supplement for environmental damage. It also covers any resulting trading loss.

Third parties can also suffer a loss as a result of environmental damage that you cause, in which case they must incur costs in order to remediate contamination. These costs are also not covered by your business liability insurance. This cover for environmental damage also compensates remediation costs at the locations of third parties.

22.1.1. Definitions

Third parties: any party other than the insured who has an interest in the remediation of contamination (environmental damage) caused by an insured.

Inherent defect: the failure of part of an insured object, for example, as a result of construction, material or fabrication faults.

Location: the location of the insured and/or the location of a third party.

Environmental damage: contamination of the soil, air, surface water or any other (subterranean) water with chemicals or other pollutants.

Remediation: removing the effects of contamination. This includes:

- soil and/or (ground) water surveys, remediation, removal, transport, storage, destruction and replacement;
- isolation of the contamination;
- removal and disposal of asbestos and asbestos-contaminated materials.

Contamination: the presence of a substance in a concentration that exceeds the relevant government norms that apply at the moment when it is detected.

22.1.2. What is insured?

If environmental damage caused by contamination is the direct and exclusive result of an unforeseen event, the following are insured:

- the costs of the related remediation;
- costs and/or damage incurred as a result of the remediation;
- other damage caused by the remediation to property owned by the policyholder or an insured;
- other damage to property owned by a third party, including consequential loss, occurring outside the insured location;
- the costs related to assessing the extent of the damage and/or the cause thereof (loss adjustment survey);
- costs incurred to prevent the direct imminent risk of (further) damage (loss minimisation and/or preventive measures);
- the costs of repairing damage caused by the remediation to paving and plants;
- the costs of auxiliary structures needed to be able to perform the remediation;
- the costs of repairing the damage caused in order to be able to perform the remediation (for example, demolition and reconstruction). The maximum amount of compensation for repair and/or reconstruction work is the difference between the market value before and after the work is carried out;
- the costs of repairing or replacing underground pipes, ducts and/or cables damaged as a result of the remediation.

Business premises rented by the policyholder are also insured:

- the costs and/or damage incurred by co-lessees and/or the lessor resulting from the remediation;
- other damage to property owned by co-lessees and/or the lessor for events occurring on the insured location.

We only compensate damage suffered by co-lessees and the lessor of the location if you give us permission to do so.

Incoming environmental damage

Environmental damage to the insured's own location is also insured if the event causing environmental damage takes place outside the insured's own location, but within a radius of 25 kilometres from the insured's own location.

Third-party environmental damage caused by motor vehicles

Environmental damage at a third-party location caused with or by motor vehicles is insured only if such damage:

- is caused with or by a trailer that, after being disconnected or detaching from the respective towing vehicle, safely comes to a standstill away from road traffic;
- is caused by load while loading or unloading from motor vehicles;
- is caused by load that is stowed on or falls off a motor vehicle.
- a consequence of parking a motor vehicle or disconnected trailer at a parking facility owned by a third party. After leaving the parking facility, cover is only provided if the environmental damage becomes visible within six months of the date of departure from said parking facility.

22.1.3. What is not insured?

Damage is not insured:

- if you do not comply with the agreements and rules for this cover;
- if the environmental damage becomes visible after the insurance is terminated;
- if a claim for environmental damage is made more than one year after the damage becomes visible;
- damage caused by:
 - earthquakes or volcanic eruptions;
 - the collapse or overflowing of dikes, quays, sluices or other flood-prevention structures.
- fines, commutation payments and related (court) costs;
- inadequate care or maintenance;
- caused by having offices in other countries. This is covered if we have been duly informed and it is stated in the policy;
- existing contamination;
- genetic modification;
- the activities of co-lessees or the lessor of the insured location. Unless it is explicitly co-insured;
- or related to storage in underground tanks.

Article [10](#) 'What is not insured?' Article [11](#) "Is the damage also insured under another insurance policy?", and Article [15](#) "How are claims resulting from acts of terrorism settled" states what else is not or not fully insured.

22.1.4. Excess

The excess per remediation is stated in the policy.

If we advance the excess, you must refund us immediately.

22.1.5. Maximum compensation per remediation

The maximum amount that can be paid out per remediation is equal to the sum insured stated in the policy.

For 'incoming environmental damage' there is a maximum compensation of € 125.000 per remediation.

If the total costs of environmental damage are higher than the maximum amount that can be paid out, the compensation will be proportionately reduced.

22.1.6. Special details

We only compensate costs and damage incurred by third parties if you give us permission to do so.

Damage that is the result of an inherent defect in the immovable or movable property caused by errors in design, construction or the choice of materials is also covered. In this respect, all maintenance obligations must be met.

Damage caused by inherent defects in installed equipment, machines and pipes is only covered for a period of five years after they are fitted as new. This also applies to new components.

We compensate damage as quickly as possible after we have received all the relevant information. If we delay doing this for longer than four weeks, we will also pay you statutory interest (even if the total compensation exceeds the sum insured).

If you have other insurance covering the same risks, this insurance will only cover the amount claimed that exceeds the sum insured in your other insurance. If your other insurance does not provide cover because you are insured with us, we will compensate the covered damage in the form of an advance. You hereby transfer authorise us to recover the amount we pay from the other insurance company.

22.2. Trading loss related to remediation of the own location

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

22.2.1. Definitions

Trading loss: loss of gross profit due to a business shutdown.

22.2.2. What is insured?

Trading loss caused by environmental damage, but only if the actual remediation is also covered under this insurance.

Costs related to preventing and limiting the direct imminent risk of trading loss.

22.2.3. What is not insured?

Penalties or costs related to the failure to perform or delays in the performance of contracts.

Depreciation on bad debts and depreciation on movable or immovable property damaged by the insured event.

22.2.4. Maximum compensation

The maximum compensation for trading loss and remediation together is the sum insured as stated on the policy.

Trading loss is compensated for a maximum period of 52 weeks, starting from commencement of the remediation (following the survey).

The maximum compensation for additional costs incurred to prevent and limit trading loss is equal to the corresponding forecast reduction thereof.

22.3. What rules apply to cover for environmental damage?

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

Rules for the quantity of hazardous materials

The amount of environmentally hazardous substances at the location must not exceed 1,000 kg or litres. Not included are environmentally hazardous substances present as load or for normal use in motor vehicles, trailers and semi-trailers and/or in permanently mounted above-ground and/or underground tanks.

Inspection

We have the right to inspect the insured site (or have it inspected). You must cooperate in any way necessary to facilitate an accurate assessment of the insured risk.

We may require you to implement measures (following the inspection) to reduce risks.

If you do not cooperate with an inspection, or do not implement the measures we require, we shall terminate the cover.

Cover after termination of the insurance

Cover for environmental damage will remain in effect for contamination and damage to property that becomes visible up to one year after the insurance is terminated. In this respect, the insured event must actually occur during the term of the insurance.

This 'runoff' does not apply if the damage is connected to any failure on your part to meet the obligations specified above under 'Inspection'.

22.4. Rules for remediation

The following rules apply to remediation of an insured location after environmental damage has occurred.

What do you must do?

You must arrange the preparation and implementation of the remediation.

You must ensure that a remediation plan is drawn up.

We must approve the remediation plan before remediation starts.

You must give instructions to proceed with the remediation within a period specified by us.

If the remediation order is not given within the time specified by us, you will lose the right to compensation under this insurance. We shall also be entitled to terminate the insurance.

Special details

If existing contamination is aggravated by an insured risk, all costs of remediating the added contamination are compensated. It does not matter here if this also results in remediation of the existing contamination. If significantly more costs are incurred solely for the remediation of the existing contamination, these additional costs are not compensated.

If the remediation is not carried out for you, but for an interested third party, then these rules apply to that third party who abide by them.

22.5. Legal assistance in case of remediation

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

22.5.1. Definitions

Legal assistance: legal representation of your interests if you become involved in a dispute with one or more other parties.

Expert: a recognised expert in the area concerned, who presents a report of findings before a case is handled.

Case: a dispute in respect of which you have requested legal assistance.

22.5.2. What is insured?

Cover is provided for:

- legal assistance if other parties hold you liable for environmental damage;
- legal assistance if you become involved in a dispute with the government concerning remediation.

22.5.3. Excess

No excess applies to legal assistance.

22.5.4. What is not insured?

The following are not insured:

- Costs you incur to obtain legal assistance without our permission.
- If we believe you no reasonable chance of success.
- Fines, commutation payments and other punitive measures that may be imposed.
- Cases originating from or that you could expect to lead to an action before the insurance commencement date.

Article 22.1 'Your location and the locations of third parties' and Article 10 'What is not insured?', Article 11 "Is the damage also insured under another insurance policy?", and Article 15 "How are claims resulting from acts of terrorism settled" state what else is not or not fully insured.

22.5.5. Maximum amount of compensation per case

The maximum amount of compensation that can be paid for legal assistance is the sum stated in the policy. This includes calling in experts (also lawyers), litigation costs and witness' expenses that the court orders you to pay.

22.5.6. Special details

We provide legal assistance ourselves and usually make the first attempt to resolve the dispute with the opposite party. We can, however, also decide to pass the case on to a lawyer. The lawyer must practice in the country in which the case will be heard. You may personally select the lawyer who will take on the case, if:

- we give instructions to the lawyer to represent your interests in judicial or administrative proceedings;
- the opposite party also has legal aid insurance and we are responsible for providing legal assistance.

If we believe that an expert assessment is required, we will engage an expert on your behalf.

We cannot be held liable for damage caused by the work of external experts.

If we become involved in a dispute concerning legal assistance, you may present the case to an independent lawyer of your own choice. We will pay the related costs and will handle your case further in the way advised by your lawyer.

If a ruling goes against you, you may still proceed with your action. If you eventually win the case, we will compensate you up to the maximum sum insured.

Is the opposite party is ordered to pay the legal expenses. And have you received this money from the other party? Then you must repay us for our costs incurred up to a maximum of this amount.

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.

