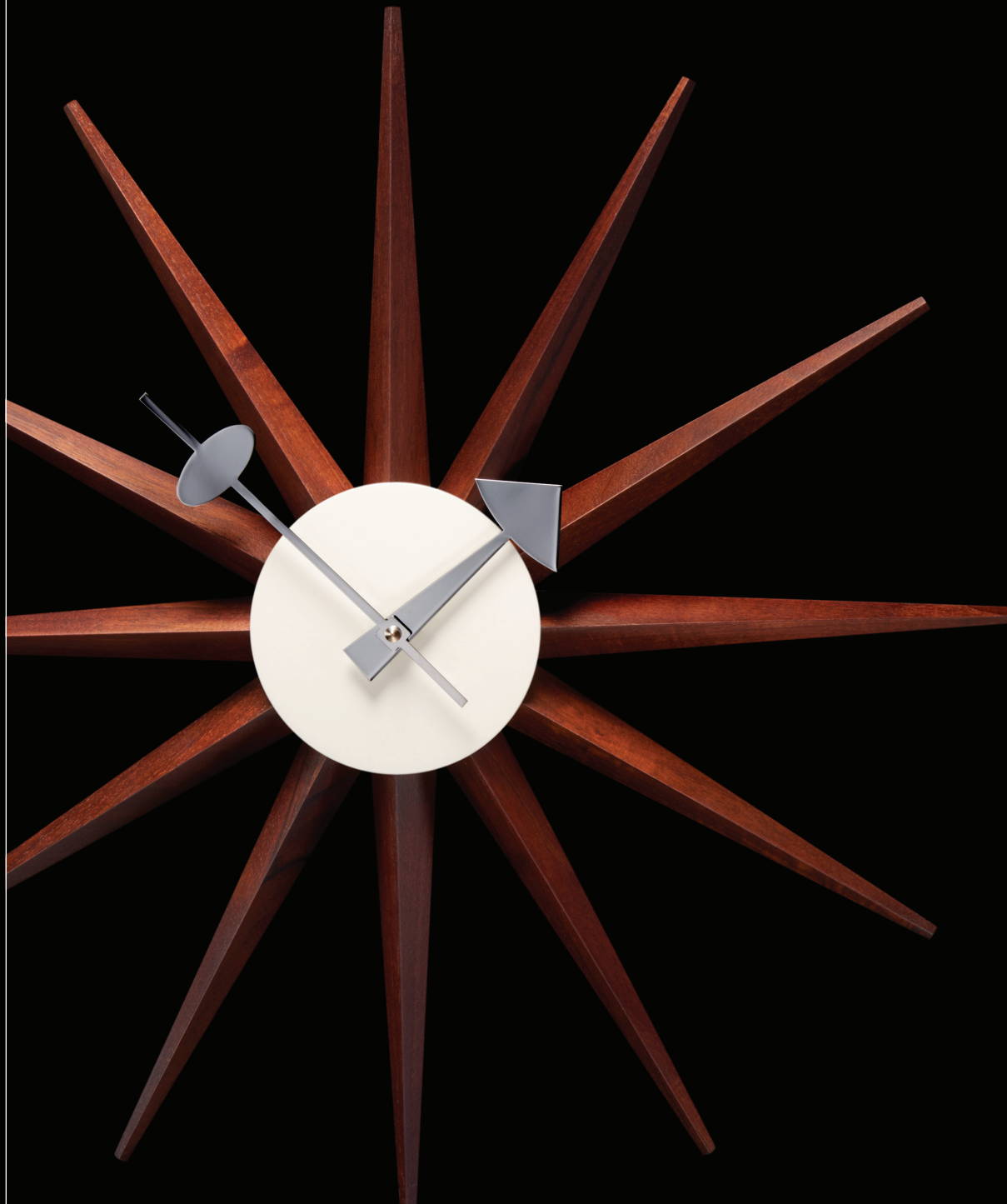


Home and Art by Hiscox
Policy wording

Translation for information purposes only



Introduction

Home and Art by Hiscox has specifically been designed for high net-worth individuals, such as yourself, who have a special house, contents and an extensive art or other valuable collection.

Home and Art by Hiscox offers an extremely extensive cover for an appropriate premium.

This product is based on complete mutual trust. For us, this means that we assume that you will handle your possessions with due care and will always try to prevent damage to your possessions whenever possible.

When drawing up our terms and conditions, we aim to provide you with a clear, detailed and readable policy.

For the purposes of clarity and the prevention of misunderstandings, we request that you take the time to carefully read these policy terms and conditions so that you can determine whether the cover provided meets your expectations.

Thanks to our many years of international experience with insuring high net-worth individuals you can rest assured that this insurance cover is extremely extensive.

We trust that your choice for Home and Art by Hiscox is the start of a long-term relationship built on mutual trust and respect.



Robert Childs
Chairman, Hiscox Group

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1. Definitions

The words printed in bold letters are defined in this article.

- 1.1 Nuclear reactions** **Nuclear reactions** whereby energy is released, such as nuclear fusion, nuclear fission, artificial and natural radioactivity.
- 1.2 Salvage costs** Costs incurred by the **insured** within the **insurance period**, that are reasonably required to prevent an immediately threatening risk or the imminence of insured **damage**, or to reduce the insured **damage**.
- 1.3 Fire** A **fire** caused by combustion accompanied by flames, taking place outside a fireplace and is able to spread by itself.
- Therefore the following is not considered to be **fire**:
- singeing, scorching, melting, charring, scalding;
 - burning out of electrical equipment and engines;
 - overheating, burning out, breaking of ovens and boilers.
- 1.4 Policy excess** The amount specified on the policy schedule that remains for the account of the **insured** for each **event**.
- 1.5 Event** An **event** is defined as:
- any sudden and unforeseen external incident or a series of related incidents as a result of which **damage** has arisen;
 - **fire** or **explosion** caused by the nature or a defect of the insured goods.
- 1.6 Building** The real estate listed on the policy schedule, including:
- everything that forms part of it according to common opinion, with the exception of the foundations;
 - all the accompanying constructions that, in light of their nature and installation, are intended to remain on location for the long-term, such as outbuildings, swimming pools, antennas, solar panels, satellite dishes including connections and masts, flag poles, blinds, terraces, patios, tennis courts, driveways, footpaths and fences with the exception of garden landscaping and plants;
 - underground pipes and cables.
- A **building** can also be a real estate specified on the policy schedule in which the **insured** resides and that is rented by the **insured** but that is not **insured** as **building** under the applicable '**building**' section.
- 1.7 Money** **Money**, valuable papers, debit cards, chip cards and credit cards forming part of the private household of the **insured**.
- 1.8 Reinstatement value** The amount required for the reconstruction of the insured **building** immediately after occurrence of the insured **event** at the same location, with the same intended use and with a similar construction and layout.
- 1.9 Tenant's interest** The interest that the **insured** has as a tenant with regard to the rented **building** due to the costs that have been incurred for the improvement or adaptation of the rented **building**.
- 1.10 Contents** The moveable objects that form part of the private household of the **insured** with the exception of animals, motorised vehicles, trailers, caravans, aircraft and boats.

1. Definitions

- 1.11 Indexation** Automatic and consecutive adaptation of the insured amount to the agreed index.
- 1.12 Valuables** The jewellery, jewels, gemstones, precious metals, watches, weapons and fur that form part of the private household of the **insured**.
- 1.13 Fine art** The items that form part of the private household of the **insured**, which are not **valuables**, to which value is attributed on the basis of their artistic qualities, design, age, rarity or the fact that this forms part of a collection.
- 1.14 Malicious contamination** The – outside the framework of the six forms of **acts of war** listed in Article 3:38 of the Dutch Financial Supervision Act (Wft) – spreading or the arranging of the spread of germs and/or substances that, as a result of their (in)direct physiological, biological, radioactive or chemical effect, could cause injury and/or affect one's health, whether or not possibly resulting in death of people or animals and/or could cause **damage** to goods or could affect other economic interests, whereby it is probable that the spreading or the arranging thereof – in an organisational context or otherwise – is planned and/or performed for the purposes of realising certain political and/or religious and/or ideological objectives.
- 1.15 Empty** Insufficiently furnished for normal habitation.
- 1.16 Market value** The amount that the insured goods yields at a normal sale immediately prior to the **event**.
- 1.17 Acts of war** **Acts of war** are defined as:
- Armed conflict
Each case whereby countries or other organised parties combat each other, or at least one party combats the other with the use of military means of power. An armed conflict is also defined as the armed conduct of an United Nations Peace Force.
 - Civil war
A more or less organised armed battle between residents of the same country involving a significant part of the residents of that country.
 - Riot
Organised violent resistance within a country directed at public authority.
 - Mutiny
A more or less organised violent movement of members of any armed force, directed against the authority they are subject to.
 - Domestic revolts
More or less organised violent acts that take place at different locations within a country.
 - Civil Commotion
A more or less organised local violent movement directed against public authority.
- 1.18 New-for-old value** The amount that is necessary immediately following the **event** in order to purchase new goods, of the same type and quality as prior to the **event**.
- 1.19 Explosion** A sudden powerful burst of gases or vapours, with due observance of the following.
- If the powerful burst has arisen:
- inside a barrel (closed or otherwise), then the requirement of a sudden powerful burst has been complied with if an opening in the side of the barrel has arisen as a result of the pressure of the gases or vapours contained therein and the pressure within the barrel has suddenly become equal to the pressure outside the barrel due to that opening.
 - outside a barrel, that powerful burst must be the immediate result of a chemical reaction.
- The definition of **explosion** does not include implosion.

1. Definitions

- 1.20 Clean-up costs Costs incurred for the demolition, clearing away, removing, dumping and destruction of the lost or damaged **insured** goods, whereby these costs have not already been listed as **damage**.
- 1.21 Government acts The legal action of a government body, including a forfeiture, claim or confiscation by any legally established government.
- 1.22 Flooding The consequences of the collapse or flooding of dykes, quays, locks or other flood defences.
- 1.23 Damage **Damage** is defined as material **damage** or **loss** of insured goods.
- 1.24 Demolition value The amount that the still usable or valuable parts of the **building** can achieve when sold to a demolition company, less the **clean-up costs**.
- 1.25 Storm Wind with a speed of at least 14 metres per second (wind force 7 or more). This also includes any hail accompanying the **storm**.
- 1.26 Sub-limit **Insured amount** listed separately on the policy schedule or in these policy schedule for certain insured goods or costs. Unless specifically stated otherwise, this **sub-limit** forms part of the total **insured amount** per section, but maximises the payment with regard to these goods or costs.
- 1.27 Terrorism Violent acts and/or conduct – committed outside the framework of one of the six types of **acts of war** as listed in Article 3:38 of the Dutch Financial Supervision Act (Wft) – in the form of an attack or a series of attacks which are related in terms of time and objective and resulting in injury and/or affect one's health, whether or not possibly resulting in death, and/or could cause **damage** to goods or could affect economic interests in any other way, whereby it is likely that this attack or series – in any organisational context or otherwise – has been planned and/or performed for the purposes of realising certain political and/or religious objectives.
- 1.28 Intermediary The insurance intermediary by whose mediation this insurance was concluded and/or who looks after the interests of the **insured** as such.
- 1.29 You, your The natural person or legal entity who has taken out this insurance and is listed as **policyholder** on the policy schedule.
- 1.30 Sales value The amount that the **building** – with the exception of the land – normally sells for immediately prior to the **event**.
- 1.31 Loss
- the loss;
 - the ceasing to be a good of the insured kind;
 - the falling beyond the control of the **insured**, whereby it is not expected that the **insured** will regain the goods, and otherwise than by demanding of the good by a third-party who holds a stronger right (e.g. a previous owner).
- 1.32 Insured The **policyholder** and other natural persons or legal entities listed on the policy schedule. The **insured** includes the permanent members of the **policyholder's** household and any resident domestic staff, as well as studying children younger than 27 years who are no longer living at home.

1. Definitions

- 1.33 Insured amount** The maximum amount listed on the policy schedule that is available for all claims per **event**. The policy schedule specifies the **insured amount** for each section. For certain or specific insured goods or costs, it is also possible to be subject to a specific **insured amount**. Those cases involve a **sub-limit** that – within the total **insured amount** – maximises the payment for the goods or costs in question.
- 1.34 Policyholder** The natural person or legal entity who has taken out this insurance and is listed as **policyholder** on the policy schedule.
- 1.35 Insurance year** A period of 12 months from the premium due date. If the period from the beginning of this insurance up to the next premium due date or the period as of the last premium due date up to the termination date is shorter or longer than 12 months, then such a period is also regarded as an **insurance year**.
- 1.36 Insurance period** The period specified as such on the policy schedule for which this insurance has been taken out.
- 1.37 Preliminary valuation** Determining the value by having an insured good appraised by an expert and/or parties prior to an **event** having taken place.
- 1.38 We, us, our** When Hiscox SA is listed on your policy schedule as risk carrier, then 'We, us, our' refers to Hiscox SA, also trading under the name Hiscox Nederland. In that case Hiscox SA, as insurer, shall offer you this insurance from its Dutch branch office.
- When Hiscox Assure SAS is listed on your policy schedule, then 'We, us, our' refers to Hiscox Assure SAS trading (as agent) on behalf of the risk carrier listed on the policy schedule. In that case this risk carrier shall offer you this insurance as insurer. Hiscox Assure SAS will then act from its Dutch branch office on behalf of this risk carrier and insurer.

2. General terms and conditions

- 2.1 Basis of the insurance** The basis of this insurance consists of:
- all the information **you** have given and statements **you** have made, including those in the application form;
 - the policy **we** have issued.
- 2.2 Clauses and terms and conditions** In cases where that which is stated in clauses on the policy schedule deviates from the policy terms and conditions, the clauses of the policy schedule shall prevail.
- 2.3 Changes to premium and terms and conditions**
- 2.3.1 **We** have the right to change the premium and/or the terms and conditions per group. Such a change shall commence for each relevant insurance one month after the date of **our** written notification thereof.
- 2.3.2 **You** have the right to refuse the change by terminating the insurance within one month of **our** notification, on the date on which the change takes effect. If **you** refuse the change of premium and/or the terms and conditions, then the insurance shall end on the date stated in **our** notification. If **you** do not exercise the right to refuse the change, then the change shall take effect on the commencement date stated in **our** notification.
- 2.4 Beginning and end of this insurance**
- 2.4.1 This insurance is entered into for the period specified as **insurance period** on the policy schedule.
- 2.4.2 Start and end of this insurance are both at 00.00 hrs., Dutch time.
- 2.4.3 If it is stipulated on the policy schedule that the **insurance period** is tacitly renewed after the period stated on the policy schedule for a period of 12 months or any other period specified on the policy schedule, then this **insurance period** is always tacitly renewed for that period, unless **we** have cancelled this insurance in writing at least two months prior to the renewal date.
- 2.4.4 **You** have the right to cancel this insurance midterm in writing:
- daily, with due observance of a notice period of one month;
 - with immediate effect within two months following a notification or rejection of a **claim**, or payment of damages.
 - if **you** exercise the option stated in articles 2.3.2 and 2.8.2 to refuse a change of premium and/or terms and conditions.
- 2.4.5 **We** retain the right to cancel this insurance midterm:
- with immediate effect within two months following a notification or rejection of a **claim**, or payment of damages.
 - if **you** fail to comply with **your** obligations resulting from this insurance.
- The insurance shall then end on the date stated in the notice.
- 2.4.6 If this insurance is cancelled midterm, then **we** will repay the paid premium for the remaining period to **you**, unless a payment of damages has already taken place in the **insurance period**.
- 2.5 Payment of premium**
- 2.5.1 **You** must pay the premium, costs, any insurance tax and levies in advance within one month of the date of the premium invoice.
- 2.5.2 Without requiring any notice of default, the insurance does not apply for **events** taking place after the first premium due date if the payment period of one month has lapsed without the commencement premium, costs, insurance tax and levies having been paid.
- 2.5.3 If the subsequent premium, costs, insurance tax and levies due have not been paid before the premium due date, and remain unpaid following a summons to pay them within a period of 14 days, then the insurance is suspended without any further notice of default.

2. General terms and conditions

2.5.4 The insurance shall again take effect for **events** that take place after the day, on which **we** have received all the unpaid premiums, costs, insurance tax and levies for the periods that have already lapsed.

2.6 Waiving of underinsurance

When compelled to pay damages **we** shall not invoke underinsurance if the **insured amount** is less than the value of the insured goods immediately prior to the **event**, unless **you** were or could have been aware of the underinsurance. Under no circumstance shall more be paid out than the **insured amount** or any applicable **sub-limit**.

2.7 Local knowledge and change of risk building

2.7.1 The description of the **building** is regarded as being obtained from **you**.

2.7.2 At the start of the agreement **we** are familiar with the location, nature of the construction, layout and use of the **building** and the adjacent structures.

2.7.3 **You** have the freedom to extend, rebuild, replace, add to, demolish, internally move and make any other changes within the boundaries of the description provided on the policy schedule.

2.8 Changes

2.8.1 **You** are obliged to inform **us** as soon as possible in writing, of any change to the risk of which **you** are aware or should be aware and of which **you** know or should understand that **our** decision on whether to continue the insurance with you and if so, subject to which terms and conditions **we** would want to continue the insurance, depends on.

This shall in any event apply if, in respect of that stated on the policy schedule:

- a. the intended use or nature of construction or the notified use of the **building** changes; or
- b. the **building** will not be used for a period exceeding 12 months; or
- c. the **building** will be **empty** for a period exceeding three months; or
- d. works shall be performed on the **building** for a sum exceeding EUR 150,000, in this respect **we** refer to article 5.2.6; or
- e. the **building** is used by third parties without any right or title.

2.8.2 During two months after receipt of the notification stated in article 2.8.1 **we** are authorised to cancel the insurance subject to a notice period of two months, or to stipulate a change of premium and/or terms and conditions. The revised premium and/or terms and conditions shall take effect as of the date of **our** notification. In the latter case **you** can exercise your right listed in article 2.4.4 to cancel insurance on a daily basis.

2.8.3 For as long as **you** fail to comply with this obligation or **we** have not completed the above-mentioned assessment, the rights under this policy lapse if **we** would not have continued the insurance had we been aware of the change of risk. If **we** would have continued the insurance had we been aware of the change of risk, but subject to a higher premium, lower **insured amount** or different terms and conditions, then:

- any damages paid are reduced proportionately to the amount by which the premium would have been increased and/or the **insured amount** would have decreased;
- damages are only due if and insofar as damages would be due on the basis of these other terms and conditions.

2.9 Transfer of insured interest

2.9.1 After the transfer of an insured interest as a result of death, **we** can cancel the insurance within three months after **we** have been notified of this, with due observance of a notice period of one month. The new acquirer can exercise his right to cancel the insurance on a daily basis as stated in article 2.4.4 .

2.9.2 That stated in this article cannot lead to an extension of the insurance or to a limitation of the cancellation right on any other basis.

2. General terms and conditions

- 2.9.3 Upon transferring the insured goods other than as a result of death, the insurance with regard to these goods will lapse the moment the **insured** transfers these to the acquirer.
- 2.9.4 Please refer to Building – Section A for specific provisions for the transfer of an insured interest of the **building** following a transfer of ownership.

- 2.10 Other insurance** This insurance does not provide cover for **damage** when this **damage** is covered by another insurance, regardless of whether this insurance was taken out before or after the other insurance. In such cases this insurance must be deemed to be non-existent.
- 2.11 Multiple cover** If **you** are eligible for a certain compensation after an **event**, that is awarded on the basis of multiple sections, then these payments shall not accumulate. A compensation shall be paid on the basis of the section that results in the highest payment.
- 2.12 Personal capacity** This insurance only provides cover to insured persons in their capacity of private individuals. Professional and/or corporate interests are not covered, unless these have explicitly been included in the terms and conditions and/or the policy schedule.
- If the **policyholder** stated on the policy schedule is a legal entity, then the following persons will also be regarded as the **insured**: the director and owner of the legal entity and any resident family members and/or other permanent members of the **policyholder's** household.
- If the policy schedule lists a legal entity as **policyholder** or **insured**, then this legal entity has no cover under Personal liability – Section E and Family protection and cyber – Section F.
- 2.13 Notifications** All notifications made by **you** and by **us** can be legally made through the **intermediary**. **We** can also inform **you** by sending notifications to **your** last known address.
- 2.14 Applicable law** This insurance is governed by Dutch law.
- 2.15 Disputes** Any disputes arising with regard to this insurance must be brought before the competent court in Amsterdam.
- 2.16 Privacy (General Data Protection Regulation)** Hiscox is a trade name for a number of Hiscox companies. The specific company that acts as data controller of your personal data is listed in the documentation we provide you with.
- Please contact us if you have questions by calling +31 (0)20-5170700 or by sending an email to hiscox.underwriting@hiscox.nl. We collect and process data in order to provide you with insurance policies and process claims. Your data is also used for business purposes, such as fraud prevention and detection and financial management. In this respect, your data can be shared with, and your data can be obtained from, our group companies and third parties, such as insurance brokers, claims representatives, credit information agencies, service providers, professional advisors, our monitoring bodies or fraud prevention agencies. We can record phone conversations to help us monitor and improve the services we provide.
- For more information about the way in which your data is used and your rights regarding your data, please refer to our privacy statement on www.hiscox.nl.
- 2.17 Complaints** Please send any complaints **you** may have with regard to this insurance to:
- The management of Hiscox SA/Hiscox Assure SAS
P.O. Box 87033
1080 JA Amsterdam
T 00 31 (20) 517 0700
hiscox.complaints@hiscox.nl

2. General terms and conditions

If your complaint has not been dealt with satisfactorily, you are free to contact:

Kifid
P.O. Box 93257
2509 AG The Hague
T 00 31 70 333 8 999
E info@kifid.nl
www.kifid.nl

Please refer to www.hiscox.nl for more information regarding the complaints procedure.

2.18 Translation for information purposes only

This document is a translation of the Dutch 'Huis en Kunst by Hiscox' policy wording (version HK17.06B). This translation is provided to you for information purposes only and is not legally binding. In case of any inconsistencies between the English and the Dutch wordings and clauses, the Dutch 'Huis en Kunst by Hiscox' policy wording (version HK17.06B) and the applicable clauses shall prevail.

3. General exclusions

- 3.1 Policy excess The **policy excess** is not insured. The **policy excess** listed on the policy schedule does not apply if the covered **damage** exceeds the amount of EUR 10,000.
- 3.2 Intent or recklessness Not insured is **damage** that has been caused intentionally with the approval of or due to the recklessness of the **insured** and/or another interested party to this insurance.
- 3.3 Fraud, dishonesty, crime Not insured is **damage** caused by fraudulent acts, dishonesty or any crime committed by an **insured**.
- 3.4 Nature or defect Not insured is **damage** to the insured good caused by the nature or a defect of the insured good, unless this causes **fire** or **explosion** of the insured good.
- 3.5 Construction errors Not insured is **damage** to the insured good caused by construction errors of the insured good.
- 3.6 Wear and tear, oxidation and other gradually working influences Not insured is **damage** to the insured good caused by wear and tear, oxidation and other gradually working influences, including moisture in double glazing.
- 3.7 Restoration, cleaning, repair or other processing Not insured is **damage** caused by or as a result of restoration, cleaning, repair or other processing. This exclusion does not apply to **fine art**, insofar as it is insured under Fine art – Section C.
- 3.8 Mechanical or electrical defect or disruption Not insured is **damage** to the insured good, caused by a mechanical or electrical defect or disruption of the insured good, unless this causes **fire** or **explosion** to take place.
- 3.9 Vermin, mould, fungi, bacteria and viruses Not insured is **damage** caused by vermin, mould, fungi, bacteria or viruses, unless this is the result of a prior insured **event** in the **insurance period**.
- 3.10 Light, extreme temperatures and other influences Not insured is **damage** to the insured good caused by or as a result of exposure of the insured good to light or to extreme temperatures, dehydration, shrinking, deformation or moisture, unless this is the result of **fire**.
- 3.11 Electronic data Not insured is **damage** to, the **loss** of or the becoming inaccessible of electronically stored and accessible data and files.
- 3.12 Acts of war Not insured is **damage** caused by **acts of war**.
- 3.13 Government acts Not insured is **damage** caused by **government acts**.
- 3.14 Nuclear reactions Not insured is **damage** caused by **nuclear reactions**, regardless of how and where they have arisen. This exclusion does not apply to accidents caused by radioactive nuclides which are located outside a nuclear installation and are used or are intended to be used for medical, industrial, commercial, agricultural, scientific or educational objectives, provided any government permit is in effect for the production, use, storage and the disposal of radioactive substances.

3. General exclusions

'Nuclear installation' is defined as a nuclear installation within the meaning of the Dutch Liability Nuclear Accidents Act (Wet aansprakelijkheid kernongevallen) (Government Gazette 1979-225), as well as a nuclear installation on board a ship.

3.15 Malicious contamination

Not insured is **damage** caused by **malicious contamination**.

3.16 Damages government

Not insured is **damage** that is compensated by the government on the basis of the Act for the compensation of **damage** in the event of disasters (Wet tegemoetkoming schade bij rampen) or on the basis of other similar laws and regulations.

3.17 Purchases on the internet

Not insured is **damage** relating to goods or services that have not been received which the **insured** purchased via an internet website.

3.18 Environment

Not insured is **damage** relating to contamination of soil, air or water.

4. Procedure in the event of damage

4.1 Obligations in the event of damage

- 4.1.1 The **insured** must notify **us** as soon as reasonably possible in writing about any **event** which could result in an obligation for **us** to pay damages.
- 4.1.2 The **insured** must limit the **damage** as much as reasonably possible and comply with **our** instructions in this respect.
- 4.1.3 The **insured** must submit all documentation and other information relating to the **damage** to **us** as soon as reasonably possible.
- 4.1.4 The **insured** must provide **us** with his full co-operation in the claim process and during any subsequent claims actions against third parties from whom **we** could possibly claim the **damage**, as well as to refrain from anything that could harm **our** interests.
- 4.1.5 The **insured** must have a police report drawn up as soon as possible in the event of **damage** as a result of disappearance, **loss**, theft, burglary, robbery, extortion, vandalism or another criminal offence.
- 4.1.6 The **insured** must provide **us** with a list of all the other insurances he is aware of that provide cover at the time of the **event** for the **damage**.
- 4.1.7 If the **insured** fails to comply with one or more of these obligations with the intention of misleading **us** and/or **we** are harmed in a reasonable interest, then the rights under this insurance will lapse. In other cases a possible payment shall be reduced by the **damage** which **we** suffer as a result hereof.

4.2 Payment of the damages

- 4.2.1 Payment of the damages
We shall pay a **damage** for which **we** have determined that this is covered by this insurance and for which the scope has finally been established, within five working days. If **we** do not pay the damages within this period, then **you** are entitled, to receive payment of the statutory interest on the damages, after the lapsing of this period.
- 4.2.2 Claims for damages
Claims for cover under this insurance must be made by **you**. For other insured persons, the claims on damages arise on the basis of this insurance after **we** have received a written statement to this effect from **you**.

4.3 Limitation period and lapsing of rights

- 4.3.1 A legal claim made against **us** to make a payment becomes time-barred by the passing of three years after the commencement of the day following the date on which **you** became aware of its exigibility.
- 4.3.2 In the event that **we** unambiguously informed you that the claim for damages is rejected, the legal claim becomes time-barred by the lapsing of three years.

4.4 Determining damage

- 4.4.1 The scope of the **damage** shall be determined by **us** or by a loss adjuster appointed by **us**.
- 4.4.2 If **you** wish, **you** can appoint your own loss adjuster.
- 4.4.3 Fees and costs of loss adjusters and experts are for **our** account. However, if the total amount of fees and costs of the loss adjuster appointed by the **policyholder** and the expert(s) consulted by the aforementioned loss adjuster exceeds the total fees and costs of the loss adjuster appointed by **us** and the experts consulted by this loss adjuster, then the excess is, within reason and fairness, for **our** account.
- 4.4.4 If **you** exercise **your** right to appoint your own loss adjuster, then both loss adjusters shall jointly appoint a third loss adjuster before commencing their activities. If the **damage** determined by the loss adjusters differ, then this third loss adjuster shall make a binding determination of the **damage**. The costs of the third loss adjuster are for **our** account.

4. Procedure in the event of damage

4.5 Transfer of ownership following loss and right of repurchase

- 4.5.1 If we compensate the loss of an insured moveable good then you are, upon our request, obliged to transfer the ownership of this good to us.
- 4.5.2 If an insured good of which the insured lost control, of which the ownership was transferred to us, is regained by us, then we will send you a notification thereof to the policyholder's last known address. You can then repurchase the good in question from us within 60 days of our notification for the lowest amount of the following two sums:
- the payment we have made to you in respect of the damages plus the statutory interest;
 - the market value of this good at the time we regained its possession.

5. Building – Section A

You can only claim under this section if it is included on your policy schedule.

5.1 Cover

- 5.1.1 We compensate, up to no more than the **insured amount** for this section, **damage** to the insured **building** suffered by the **insured** as a result of an insured **event** in the **insurance period**.
- 5.1.2 With due observance of the applicable exclusions, this insurance covers all **damage** to the **building**, regardless of how this was caused.

5.2 Not covered

In addition to the General exclusions the exclusions listed in this article apply to this section:

- 5.2.1 **Flooding**
Not insured is **damage** caused by **flooding** unless this is explicitly included on the policy schedule. This exclusion does not apply in the event of **fire** or **explosion** caused by the collapse or flooding of dykes, quays, locks or other flood defences.
- 5.2.2 Subsidence, landslide or collapse
Not insured is **damage** caused by subsidence, landslides or collapse, unless this is caused by an earthquake, water accumulation (other than by **flooding**) or snow pressure.
- 5.2.3 Insufficient maintenance or moisture penetration
Not insured is **damage** caused by insufficient maintenance or moisture penetration.
- 5.2.4 Animals
Not insured is **damage** caused by pets of the **insured**.
- 5.2.5 Water in the form of freezing and rain
Not insured is **damage** caused by:
— freezing of water in a swimming pool and the supply and discharge pipes, equipment and installations;
— freezing of tanks, supply and discharge pipes and all connected equipment and installations when the **building** is standing **empty** or is or will be uninhabited for more than two months unless the **insured** can prove that the **damage** is not the result of the **building** standing **empty** or being uninhabited;
— rain entering the **building** through open windows, doors or shutters.
- 5.2.6 Cover **building** during extension/rebuild
During the period in which activities are performed for an extension or rebuild for amounts exceeding EUR 150,000, then the cover for the **building** is limited to **damage** caused by **fire**, **explosion**, lightning, aircraft, collision by vehicle or boat. **Storm** is insured for as long as the **building** is wind and water tight. **We** must be informed in advance of the activities so that **we** can assess whether the cover for the **building** can be maintained more extensively. The limitations listed in this article only apply insofar as there is a link to the activities for the extension or rebuild.
- 5.3.1 Upon transferring the ownership of the **building** the rights and obligations you had under this insurance will transfer with the risk to the acquirer, unless **you** agree otherwise with the acquirer or the acquirer informs **us** otherwise, or if the acquirer has provided for the insurance.
- 5.3.2 The insurance lapses one month after it has transferred to the acquirer unless he informs **us** within that period that he wishes to continue the insurance. In that case **we** can cancel the insurance within two months of receiving this declaration, subject to a notice period of one month.
- 5.3.3 That stated in this article cannot lead to an extension of the insurance or to a limitation of the cancellation right on any other basis.

5.3 Transfer insured interest building

5. Building – Section A

5.4 Value basis

5.4.1 If the policy schedule shows that the **building** is valued by an expert, then the amount of the **preliminary valuation** by this expert shall be regarded up to the end date, as the value of the **building** immediately prior to the insured **event**. The valuation report shall form part of this insurance once it has been approved by **us**. The raising or reduction of the **insured amount** of the **building** as a result of **indexation** is deemed to have been valued in the same manner.

5.4.2 The amount of the **preliminary valuation** of the **building** no longer applies as the value basis:

- a. if, after this end date, no new valuation report has been issued by an expert and approved by **us**;
- b. in the event of a transfer of interest of the **insured** upon retaining the **building** on the basis of ownership or any other right in rem or the carrying of the risk for the retaining thereof, if the new interested party is going to use the **building** for other purposes;
- c. if the payment of damages for **loss** or damage of the **building** is not used for the repair or rebuild of the **building**.

In these cases the value determined by the expert is regarded as a valuation agreed to by the parties.

5.4.3 If the insurance is not based on a **preliminary valuation**, then the value of the **building** immediately prior to the **event** shall be maintained:

- a. the **reinstatement value**, if:
 1. the **insured** informs **us**, within 12 months after the date of the damage, that the building shall be repaired or rebuilt with a commencement date within two years after the date of the damage;
 2. the **building** is subject to a duty to rebuild.
- b. the **sales value**, unless the **reinstatement value** is less, if:
 1. the **building** was being offered for sale;
 2. the **building** was declared uninhabitable or unusable by the competent authorities;
 3. the **building** was partly or fully squatted for longer than two months;
 4. the **insured** did not state within six months after the date of the damage that the building is being repaired or rebuilt or if the repair or rebuild has not commenced within one year after the date of the damage.
- c. the **demolition value** if:
 1. the **insured**, prior to the **damage**, intended to demolish the **building**;
 2. the **building** was intended for demolition or expropriation.

5.5 Indexation buildings

5.5.1 Annually, the amount included for **buildings** as **insured amount** is revised on the premium due date on the basis of the index last published by Statistics Netherlands (CBS), for construction costs, as whereby a minimum of 2% applies. The premium is then settled on the amount established in this manner.

5.5.2 In the event of **damage** the loss adjusters shall estimate the index number at the time of the **damage** and adjust the last determined **insured amount** accordingly.

5.6 Damage and scope of the compensation

Damage within the meaning of this section is defined as the difference between the value of the insured goods immediately prior and immediately after the **event** or – if **we** prefer this – the repair costs immediately following the **event**, of those goods which the loss adjusters consider suitable for repair.

5.7 Additional compensations

In the event of an insured **event** **we** will, if necessary, compensate in excess of the **insured amount**:

5.7.1 **Salvage costs.**

5. Building – Section A

- 5.7.2 **Clean-up costs** up to no more than 15% of the **insured amount** of the damaged **building**.
- 5.7.3 **Your** necessary and reasonably incurred costs of a similar replacement living accommodation. These costs are compensated during the period necessary for the repair or rebuild of the **building**. **We** compensate these costs during a period of no more than three years as of the date of the damage. If **you** do not (in a timely manner) commence the process of repair or rebuild, then these costs are paid for no more than three months as of the date of the damage.
- 5.7.4 Do **you** let (part of) the **building**? In that case **we** compensate **your** loss of rent for no more than 12 consecutive months as of the date of the damage. The loss of rent is established on the basis of the actual rental income **you** have demonstrably lost in respect of the **building** during the period of repair of the **building**. If the **building** is not repaired or rebuilt (on site or elsewhere), then the loss of rent is compensated for no more than three consecutive months as of the date of damage.
- 5.7.5 **Damage** to foundations up to no more than 15% of the **insured amount** of the damaged **building** per **event**.
- 5.7.6 Additional costs the **insured** must incur pursuant to legal requirements or on government order up to either the maximum compensation of 15% of the **insured event** or EUR 50,000 per **event**, whichever results in the lowest amount.
- 5.7.7 Costs for the detection of cracks, blockages and other suddenly arising defects to pipes and the related work for the repair of walls, floors and other parts of the **building**, if these cracks, blockages or defects caused water or steam to flow or overflow from pipes located within the **building** or the equipment, water installations, central heating systems and sprinklers that are connected thereto. Costs outside the **building** up to no more than EUR 10,000 per **event**.
- 5.7.8 **Damage** to garden landscaping and plants resulting from **fire**, collision by vehicle or boat, theft, vandalism and the crashing down of parts of **buildings** if and insofar as this **damage** is payable by the **insured** up to no more than 15% of the **insured amount**, whereby a maximum applies of EUR 250,000 per **event**.
- 5.7.9 Additional travel and accommodation costs if **your** presence at the damage location stated on the policy schedule is necessary and **you** need to make one or more journeys abroad up to a maximum of EUR 20,000 per **event**.

5.8 Invalidity following accident

- We** compensate the costs of adaptations to the **building** up to no more than EUR 25,000 if:
- the adaptations are necessary as a result of permanent physical invalidity of the **insured**, not being domestic staff; and
 - this invalidity is the result of an accident that took place after these terms and conditions took effect; and
 - the adaptations resulting thereof are necessary in order to continue living independently in the **building**; and
 - the costs are incurred during the **insurance period**.

An external medical advisor appointed by **us** shall determine whether this involves a necessary adaptation. The **insured** must provide his/her co-operation to a medical examination by this advisor and authorise the advisor to have access to the medical file.

5.9 Hole in one

We compensate the costs actually incurred by the insured within the **insurance period** by the **insured** for the local traditional celebration of a hole in one putted by the **insured** personally during an official golf tournament held by or under the responsibility of one of the golf clubs that is a national member of the official golf association, for up to a maximum amount of EUR 2,500 per **insurance year**. The **policy excess** is not deducted from this compensation.

5. Building – Section A

5.10 Forced evacuation

If the **building** is uninhabitable due to a public government body prohibiting you from habitation, then **we** shall compensate the costs necessarily incurred for similar replacement living accommodation. The prohibition must be a direct result of **damage** caused to a neighbouring property as a result of an **event** that would have been covered by this policy if, as a result of this **event**, **damage** would have arisen to the insured **building**. **We** also compensate all the loss of rent if a part of the **building** is let out. Loss of rental income as a result of the termination of a rental or lease agreement is not compensated. The costs related to the forced evacuation are compensated for up to 30 days from the day of the evacuation, even if the **insurance period** ends within this period.

5.11 Loss of keys

Costs incurred for the replacement or arrangement of locks, (computer) cards or other means of closing with regard to outside doors and outside windows when these are the necessary result of the **loss** of keys and access cards for up to EUR 5,000 per **event**. This is not subject to the **policy excess**.

6. Contents – Section B

You can only claim under this section if it is included on your policy schedule.

- 6.1 Cover**
- 6.1.1 We compensate up to no more than the **insured amount** for this section, the **damage** to the insured **contents** suffered by the **insured** as a result of an insured **event** in the **insurance period**.
- 6.1.2 With due observance of the applicable exclusions, this insurance covers all **damage** to the **contents**, regardless of where and how this was caused.
- 6.2 Not covered**
- In addition to the General exclusions the exclusions listed in this article apply to this section:
- 6.2.1 **Flooding**
Not insured is **damage** caused by **flooding** unless this is explicitly included on the policy schedule. This exclusion does not apply in the event of **fire** or **explosion** caused by the collapse or flooding of dykes, quays, locks or other flood defences.
- 6.2.2 Insufficient maintenance or moisture penetration
Not insured is **damage** caused by insufficient maintenance or moisture penetration.
- 6.2.3 Animals
Not insured is **damage** caused by pets of the **insured**.
- 6.2.4 Water in the form of freezing and rain
Not insured is **damage** caused by:
- freezing of water in a swimming pool and its supply and drain pipes, equipment and installations;
 - freezing of tanks, supply and discharge pipes and all connected equipment and installations when the **building** is standing **empty** or is or will be uninhabited for more than two months unless the **insured** can prove that the **damage** is not the result of the **building** standing **empty** or being uninhabited;
 - rain entering the **building** through open windows, doors or shutters.
- 6.3 Value basis**
- The value basis of the insured goods immediately prior to the **event** is the **new-for-old value**; for goods with a rarity value (**fine art, valuables** etc.), the **market value** is used.
- 6.4 Indexation contents**
- 6.4.1 The amount included for **contents** as **insured amount** is revised annually on the premium due date on the basis of the index figure for **contents**, as last published by Statistics Netherlands (CBS) whereby a minimum of 2% applies. The premium is then settled on the amount established in this manner.
- 6.4.2 In the event of **damage** the loss adjusters shall estimate the index number at the time of the **damage** and adjust the last determined **insured amount** accordingly.
- 6.5 Damage and scope of the compensation**
- 6.5.1 In the event of **damage** of an insured good, we will, at our discretion, compensate:
- the repair costs immediately after the **event** of those goods, which the loss adjusters consider suitable for repair; or
 - the (**new-for-old**) value of the damaged goods.
- 6.5.2 In the event of **loss** of an insured good, we compensate the (**new-for-old**) value of the good in question.
- 6.6 Additional compensations**
- In the event of **damage** resulting from an insured **event** we shall pay per **event**, if necessary in excess of the **insured amount**:
- 6.6.1 **Salvage costs**.
- 6.6.2 **Clean-up costs** up to no more than 15% of the **insured amount** of the damaged **contents**.

6. Contents – Section B

- 6.6.3 The costs **you** have necessarily and reasonably incurred for similar replacement living accommodation due to **damage** to the **building**. These costs are compensated during the period necessary for the repair or rebuild of the **building**. **We** compensate these costs during a period of no more than three years as of the date of the **damage**. If the **insured** does not (in a timely manner) commence the process of repair or rebuild, then these costs are paid for no more than three months as of the date of the **damage**.
- 6.6.4 The costs **you** have necessarily incurred for the transport and storage of the insured **contents** after **damage** to the **building** where the **contents** were located at the time of the **event** taking place up to a maximum of 15% of the **insured amount** of the insured **contents**.
- 6.6.5 **Damage** to goods newly acquired by the **insured** as **contents** in a period of three months prior to the **damage** up to a maximum of 25% of the **insured amount** for the **contents**. This compensation is subject to the condition that the newly acquired goods are reported to **us** to insure within three months of acquiring the goods and subject to the condition of payment of the additional premium, insurance tax and levies due for these goods.
- 6.6.6 **Damage** to the **building** rented by the **insured** caused by burglary or vandalism if and insofar as this **damage** is payable by the **insured**. **We** compensate no more than 15% of the **insured amount** for the **contents**, whereby a maximum applies of EUR 20,000 per **event**.
- 6.6.7 **Damage** to the **tenant's interest**, up to 15% of the **insured amount** for the **contents**.
- 6.6.8 **Damage** to garden landscaping and plants resulting from **fire**, collision by vehicle or boat, theft, vandalism and the crashing down of parts of the **buildings** if and insofar as this **damage** is payable by the **insured** up to no more than 15% of the **insured amount** for the **contents**, whereby a maximum applies of EUR 250,000 per **event**.
- 6.6.9 Financial disadvantage by measured **loss** of water if and insofar as this **damage** is payable by the **insured** after an **event** causing **damage** to the pipes located in the **building** or the equipment connected thereto, up to a maximum of EUR 5,000 per **event**.
- 6.6.10 Additional travel and accommodation costs if **your** presence at the damage location stated on the policy schedule is necessary and **you** need to make one or more journeys abroad up to a maximum of EUR 20,000 per **event**.

6.7 Invalidation following accident

- We** compensate the costs of adaptations to the **building** up to no more than EUR 25,000 if:
- the adaptations are necessary as a result of permanent physical invalidity of the **insured**, not being domestic staff; and
 - this invalidity is the result of an accident that took place after these terms and conditions took effect; and
 - the adaptations resulting thereof are necessary in order to continue living independently in the **building**; and
 - the costs are incurred during the **insurance period**.

An external medical advisor, appointed by **us** shall determine whether this involves a necessary adaptation. The **insured** must provide his/her co-operation to a medical examination by this advisor and authorise the advisor to have access to the medical file.

6.8 Hole in one

We compensate the costs actually incurred by the **insured** within the **insurance period** by the **insured** for the local traditional celebration of a hole in one putted by the **insured** personally during an official golf tournament held by or under the responsibility of one of the golf clubs that is a national member of the official golf association, for up to a maximum amount of EUR 2,500 per **insurance year**. The **policy excess** is not deducted from this compensation.

6. Contents – Section B

- 6.9 Forced evacuation** If the **building** is uninhabitable due to a public government body prohibiting **you** from habitation, then **we** shall compensate the costs necessarily incurred for similar replacement living accommodation. The prohibition must be a direct result of **damage** caused to a neighbouring property as a result of an **event** that would have been covered by this policy if, as a result of this **event**, **damage** would have arisen to the insured **building**. **We** also compensate all the loss of rent if a part of the **building** is let out. Loss of rental income as a result of the termination of a sub-rental or lease agreement are not compensated. The costs related to the forced evacuation are compensated for up to 30 days from the date of the evacuation, even if the **insurance period** ends within this period.
- 6.10 Loss of keys** Costs incurred for the replacement or arrangement of locks, (computer) cards or other means of closing with regard to outside doors and outside windows of the **building** when these are the necessary result of the **loss** of keys and access cards, this **damage** is payable by the insured for no more than EUR 5,000 per **event**. This is not subject to the **policy excess**.
- 6.11 Sub-limits contents** In case of an insured **event** you can claim payment for **damage** to:
- 6.11.1 Office inventory of the **insured** such as furniture, equipment, electronic equipment and accessories that is partially but not exclusively for private use, up to a maximum of EUR 15,000 per **event**.
 - 6.11.2 **Fine art**, which is unspecified, up to a maximum per **event** of EUR 12,500 per object, pair or set.
 - 6.11.3 Fur and weapons, unspecified, up to a maximum of EUR 10,000 per **event**.
 - 6.11.4 **Valuables**, unspecified, up to a maximum of EUR 7,500 per **event**.
 - 6.11.5 Bottles of wine, unspecified, up to a maximum of EUR 10,000 per **event**.
 - 6.11.6 **Money** up to a maximum of EUR 2,500 per **event**.
 - 6.11.7 Quad bikes, golf carts, small boats, motorised grass mowers, non-motorised horse trailers and model aircrafts are each compensated up to a maximum of EUR 5,000 per **event**. This cover does not apply during use.
 - 6.11.8 Bikes with pedal support and motorised e-bikes up to 0.25 kW and a maximum speed of 25 km per hour, are compensated up to a maximum of EUR 5,000 per **event**.
 - 6.11.9 Goods of third parties located in the **building** that were entrusted to an **insured** in his/her personal capacity or goods of guests (no rental), household staff or family members staying in the **building** up to a maximum of EUR 7,500 per **event**.

7. Fine art – Section C

You can only claim under this section if it is included on your policy schedule.

7.1 Cover

- 7.1.1 We compensate up to no more than the **insured amount** for this section, the **damage** to the insured **fine art** suffered by the **insured** as a result of an insured **event** in the **insurance period**.
- 7.1.2 With due observance of the applicable exclusions, this insurance covers all **damage** to **fine art**, regardless of where and how this was caused.

7.2 Not covered

In addition to the General exclusions, the exclusions listed in this article apply to this section:

- 7.2.1 **Fine art** in the open air
Not insured is **damage** to **fine art** that is located in the open air which is not suitable for outdoor use.

Not insured is **damage** to **fine art** that are located in the open air caused by animal excrement.
- 7.2.2 Inadequate packaging
Not insured is **damage** caused by the inadequate packaging or security of the insured goods during transport and storage, taking into consideration the nature of these goods and the method of transport. This exclusion does not apply during the transport and storage by a transport company specialised in the transport of the insured goods in question.

7.3 Value basis

- 7.3.1 If the policy schedule shows that the insured goods have been appraised by an expert, then the amount of the **preliminary valuation** of this expert shall apply as the value of the insured goods up to the end date specified on the policy schedule. The valuation report shall form part of this insurance once it has been approved by **us**. If, after the end date, no new valuation report is issued, then this is no longer regarded as a **preliminary valuation** but as a valuation agreed by the parties. In this case, the valuation report is used as a guide in the event of **damage**.
- 7.3.2 If the insurance is not based on a **preliminary valuation**, then the **market value** of the insured goods immediately prior to the **event** shall be maintained as the value.
- 7.3.3 The insured goods that, due to their nature, form a pair or couple, or are regarded as such by an expert in a valuation report or in a specification, will be regarded as one piece of **fine art**.
- 7.3.4 In the event of loss of insured **fine art** we compensate, if the **fine art** is insured on the basis of a valid **preliminary valuation**, no more than 125% of the **insured amount** of the **fine art** when the **market value** at the moment of the **damage** exceeds the **insured amount**.

7.4 Damage and scope of the compensation

- 7.4.1 In the event of **damage** of insured **fine art**, we pay after **your** choice:
- the repair costs immediately after the **event** of the **fine art**, which the experts consider repairable, as well as the devaluation caused by the **event**, which is not compensated as a result of the repair; or
 - the value of the **fine art** immediately prior to the **event**. This choice only applies insofar as the **fine art** is **insured** on the basis of an individual specification. In that case the insured shall transfer the ownership of the damaged insured item to **us**; or
 - the difference between the value of the insured **fine art** immediately prior to and immediately following the **event**.
- 7.4.2 In the event of **loss** of insured **fine art** we compensate the value of the lost **fine art** immediately prior to the **event**. In that case and before the payment of damages is made, the policyholder shall sign a deed upon **our** request, by which the ownership of the insured good is transferred to **us**.

7. Fine art – Section C

- 7.4.3 The payment of damages for individually specified **fine art** amounts to no more than the amount stated in the specification, notwithstanding that stated in art. 7.3.4. The payment of damages for individual unspecified **fine art** amounts to no more than the amount stated on the policy schedule for unspecified **fine art**.
- 7.4.4 In the event of **damage** to one or more parts of a set, the devaluation of the set, as established after restoration by the expert, is compensated.

7.5 Additional compensations

In the event of **damage** as a result of an insured **event**, we shall, if necessary, compensate in excess of the insured amount:

- 7.5.1 **Salvage costs.**
- 7.5.2 **Clean-up costs** up to no more than 15% of the **insured amount** of the insured **fine art**.
- 7.5.3 The costs **you** have necessarily made for the transport and storage of the insured **fine art** after **damage** to the **building** in which the **fine art** was located at the time of the **event** up to a maximum of 15% of the **insured amount** of the insured **fine art**.
- 7.5.4 Costs incurred for the taking of the necessary temporary measures following the **damage** to the insured **fine art** pending the final repair of these items.
- 7.5.5 **We** shall automatically increase the **insured amount** of individually specified **fine art**, as stated in the policy schedule, by 100% if the artist dies during the **insurance period**. **We** shall only do this within the six months immediately following the death of the artist. **You** must substantiate the increase in value of the **fine art** if **you** file a claim for damages in this respect. **We** compensate no more than EUR 100,000 per **event** or per **insurance year** under this cover extension.
- 7.5.6 If the ownership right of the **insured** to **fine art** is contested because the previous owner is said to have obtained that item unlawfully and this results in the **loss** of the **fine art** because the item is claimed, then **we** compensate up to no more than the **insured amount** of the **fine art**, but no more than EUR 50,000 per **event** or per **insurance year**, the costs incurred in order for the **insured** to regain possession of that item, or to prevent that the **insured** will lose ownership of that item, provided that:
- the **insured** made every effort reasonably expected of him prior to the purchase of the **fine art** to determine and establish the authenticity and previous history (provenance) of the **fine art**;
 - those costs were incurred within reason or in consultation with **us**.
- 7.5.7 Additional travel and accommodation costs up to a maximum of EUR 20,000 per **event** if **your** presence at the location of the **damage**, as stated on the policy schedule, is necessary and **you** need to make one or more journeys abroad for this purpose.
- 7.5.8 **Damage** to goods newly acquired by the **insured** as **fine art** in a period of three months prior to the **damage** up to a maximum of 25% of the **insured amount** for the **fine art**. This compensation is subject to the condition that the newly acquired goods are reported to **us** for insurance within three months of acquiring the goods and subject to the condition of payment of the additional premium, insurance tax and levies due for these goods.

8. Valuables – Section D

You can only claim under this section if it is included on your policy schedule.

- 8.1 Cover**
- 8.1.1 We compensate up to no more than the **insured amount** for this section, the **damage** to the insured **valuables** suffered by the insured as a result of an insured **event** within the **insurance period**.
- 8.1.2 With due observance of the applicable exclusions, this insurance covers all **damage** to **valuables**, regardless of where and how this was caused.
- 8.2 Value basis**
- 8.2.1 If the policy schedule shows that the insured goods have been appraised by an expert, then the amount of the **preliminary valuation** of this expert shall apply as the value of the insured goods up to the end date specified on the policy schedule. The valuation report shall form part of this insurance once it has been approved by **us**. If, after the end date, no new valuation report is issued, then this is no longer regarded as a **preliminary valuation** but as a valuation agreed by the parties. In this case, the valuation report is used as a guideline in the event of **damage**.
- 8.2.2 If the insurance is not based on a **preliminary valuation**, the value of the insured goods immediately prior to the **event** is maintained as the **market value**.
- 8.2.3 The insured goods that, due to their nature, form a pair or set, or are regarded as such by an expert in a valuation report or in a specification, will be regarded as one item.
- 8.3 Damage and scope of the compensation**
- 8.3.1 In the event of **damage** of insured goods, **we** will, at **our** discretion, compensate:
- the repair costs immediately after the **event** of those **valuables**, which the experts consider repairable, as well as the devaluation caused by the **event**, which is not compensated as a result of the repair; or
 - the difference between the value of the insured goods immediately prior to and immediately after the **event**.
- 8.3.2 In the event of **loss** of an insured item we compensate the value immediately prior to the **event** of the lost item. In that case and before the payment of damages is made, **the policyholder** shall sign a deed upon **our** request, by which the ownership of the insured item is transferred to **us**.
- 8.3.3 The payment of damages for individually specified **valuables** amounts to no more than the amount stated in the specification. The payment of damages for an individual unspecified item of value amounts to no more than the amount stated on the policy schedule for an unspecified item of value.
- 8.3.4 In the event of **damage** to one or more parts of a set, the devaluation of the set, as established after restoration by the expert, is compensated.
- 8.4 Additional compensations**
- In the event of **damage** as a result of an insured **event**, **we** shall, if necessary, compensate in excess of the **insured amount**:
- 8.4.1 **Salvage costs**.
- 8.4.2 **Clean-up costs** up to no more than 15% of the **insured amount** of the insured goods.
- 8.4.3 The costs **you** have necessarily and actually incurred for the transport and storage of the insured **valuables** after **damage** to the **building** in which the **valuables** were located at the time of the **event** up to a maximum of 15% of the **insured amount** of the insured **valuables**.
- 8.4.4 Costs incurred for the taking of necessary temporary measures after the **damage** to the insured **valuables** pending the final repair of these items.
- 8.4.5 Additional travel and accommodation costs up to a maximum of EUR 20,000 per **event** if **your** presence at the location of the **damage**, as stated on the policy schedule, is necessary and **you** need to make one or more journeys abroad for this purpose.

8. Valuables – Section D

- 8.4.6 **Damage** to goods newly acquired by the **insured** as **valuables** in a period of three months prior to the **damage** up to a maximum of 25% of the **insured amount** for the **valuables**. This compensation is subject to the condition that the newly acquired goods are reported to **us** for insurance within three months of acquiring the goods and subject to the condition of payment of the additional premium, insurance tax and levies due for these goods.

9. Personal liability – Section E

You can only claim under this section if it is included on your policy schedule.

9.1 Definitions personal liability insurance

9.1.1 Insured

By taking out this insurance, **you** insure the following persons:

1. the **insured** within the meaning of article 1.32 of this policy schedule;
2. guests, insofar as their liability is not covered by another insurance;
3. non-resident domestic staff, insofar as their liability relates to the activities performed for the **insured**.

9.1.2 Damage

In deviation from that stated in articles 1.23 and 10.1.3 of this policy schedule, **damage**, within the meaning of this section, is defined as:

Any personal or material **damage** caused by the **insured** to the injured party.

Personal **damage** refers to the personal injury or impairment to the health of the injured party including any subsequent **damage** resulting therefrom.

Material **damage** refers to **damage** and/or destruction and/or **loss** of goods of the injured party including any subsequent **damage** resulting therefrom.

9.2 Cover

Within the **insurance period** the liability of the **insured** is covered in the capacity of private individual for any **damage** caused to the injured party, anywhere in the world. **We** shall, in the event of **damage** for all the **insured** jointly, never pay out more than the amount per **event** as listed in the policy schedule.

9.3 Cover for damage caused with or by a motor vehicle, boat or aircraft

Damage caused with or by a motorised vehicle, boat and/or aircraft is not covered by this insurance, unless otherwise is explicitly stated.

9.3.1 Motorised vehicle

The following forms of **damage** caused with or by a motorised vehicle, caused by the **insured** are covered:

1. in the event that the **insured** is a passenger of the motorised vehicle and the motorised vehicle is not owned by an **insured** under this liability insurance;
2. if no civil liability insurance has to be taken out (e.g. bikes with pedal support and e-bikes with a(n additional) engine up to 0.25 kW and a maximum speed of up to 25 km per hour);
3. in the event of mowing machines and children's toys with motorised motion;
4. during joyriding if the driver is younger than 18 years whereby the **damage** to the motorised vehicle itself is not covered.

9.3.2 Boat

The following forms of **damage** caused with or by a boat, caused by the **insured**, are covered:

1. in the event that the **insured** is a passenger of the boat and the boat is not owned by an **insured** under this liability insurance;
2. if the boat has an engine of no more than 4 hp (3 KW);
3. if the boat is a sailing boat, sailing board or kite (board) with a sail of no more than 16 m² or if it involves a boat without engine and sail;
4. during joy-sailing if the driver is younger than 18 years whereby the **damage** to the boat itself is not covered.

9.3.3 Aircraft

The following forms of **damage** caused with or by an aircraft, are covered:

1. in the event that the **insured** is a passenger of the aircraft and the aircraft is not owned by an **insured** under this liability insurance;

9. Personal liability – Section E

2. if it involves an aircraft or model aircraft and the use thereof does not violate the relevant legislation;
3. if the **damage** is caused by the **insured** by or with hang-gliding, parachute jumping or paragliding. **Damage** caused by or with gliders with a surface of no more than 1.5 m² is also covered.

Other forms of **damage** caused by or with motorised vehicles, boats and aircrafts are not covered.

9.4 Not covered

- 9.4.1 Paid activities
The liability for **damage** that has arisen from the performance of paid activities by the **insured** is not covered. This exclusion does not apply in the event of activities of domestic staff and the performance of holiday work or a side job by children, provided the liability is not covered by another insurance.
- 9.4.2 Mutual liability
The liability of the **insured** with regard to each other is exclusively insured for the **damage** suffered by the **insured person(s)** in relation to persons and insofar as this/these **insured** cannot file a claim on any other basis with regard to the **event**.
- 9.4.3 Intent
Not covered is the liability of the **insured** for **damage** caused by and/or resulting from his/her unlawful act which is intentionally directed at the injured party or goods.
- 9.4.4 Supervision
Excluded is **damage** to:
1. items the injured party has entrusted to the **insured** on the basis of a rental, hire-purchase or lease agreement or a right of pledge or the right of usufruct;
 2. **money**, valuable papers, bank, giro or debit cards or credit cards which the injured party entrusted to the **insured**;
 3. motor vehicles, static or mobile caravans, folding trailers, motorised and sailing crafts, including sailing boards and aircrafts of the injured party which were entrusted to the **insured**;
Other cases of liability for **damage** caused to items an **insured** has under his supervision, other than in the cases referred to in paragraph 1 through 3 are insured up to an **amount** of EUR 12,500 per **event**.
 4. items the **insured** uses for the performance of paid activities;
 5. items the **insured** obtained unlawfully.
- 9.4.5 Permanent residence outside the Netherlands
If the **insured** is no longer registered in the Key Register of Persons, then the personal liability insurance must be cancelled. Excluded is the **damage** that has arisen after 30 days following the moment the person is removed from the Key Register of Persons.
- 9.4.6 Sexual conduct and/or comment
Excluded is **damage** resulting from or arising from conduct and/or a conduct or comment of sexual nature made by the **insured**.
- 9.4.7 Weapons
Excluded is **damage** resulting from unlawful possession and/or use of weapons within the meaning of the Dutch Weapons and Ammunition Act (Wet wapens en munitie).
The liability for **damage** resulting from the possession and/or use of weapons is covered if this is explicitly insured and the **insured** has been issued a hunting permit within the meaning of the Dutch Nature Protection Act (Wet natuurbescherming). If the hunting risk is insured, the area of coverage is limited to the Netherlands, unless otherwise has been agreed with **us**.

9. Personal liability – Section E

9.5 Cover for damage with regard to real estate

The following forms of liability of the **insured** for **damage** with regard to real estate are covered:

1. if the **insured** is the owner of the property where he/she lives and the **buildings** that form part of this property. This also applies if part of the property is let;
2. if the **insured** possesses an **empty** house. **We** cover the liability of the **insured** as owner of an **empty building** for no more than 12 months;
3. if the **insured** owns a second home, including a static caravan or a small house at an allotment complex located in Europe, unless this house is exclusively intended for rental to third parties;
4. if the **insured** causes **damage** by **fire** in the holiday home he/she has rented and the **contents** that form part of it. In this case a **policy excess** applies of EUR 500 per **event**.

9.6 Special payments

9.6.1 Guarantee

When a (foreign) government demands a cash guarantee due to **damage** covered by this insurance to ensure the rights of the injured parties, then **we** shall provide this guarantee up to no more than 10% of the **insured amount**. The **insured** must authorise **us** to make use of the guarantee as soon as it is released and to provide every co-operation necessary to receive repayment.

9.6.2 Costs of legal proceedings

The costs of legal proceedings or legal assistance provided upon **our** instruction and the statutory interest on the insured covered part of the principle sum are paid in addition to the **insured amount**.

9.6.3 Salvage costs

Salvage costs for up to no more than the amount equal to the **insured amount** for this section.

9.7 Procedure in the event of damage personal liability

In respect of **damage** for which cover is provided on the basis of this section, the obligations as documented in article 4.1 of these terms and conditions apply.

9.7.1 Notices of liability, summons, letters

The **insured** must immediately forward any documents he/she has received with regard to a (possible) notice of liability or legal proceedings, to **us**.

9.7.2 Payment

We are authorised to pay an injured party on **your** behalf or conclude an amicable arrangement with an injured party, as a result of which **you** are directly discharged. Claims of injured parties for the payment of personal injury shall be dealt with and processed in accordance with that stated in Article 7:954 of the Dutch Civil Code (direct action).

If **we** exercise this authority, then **we** shall have performed our obligation towards **you** as stated in **our** obligations under the policy, by paying the injured party.

9.7.3 Acknowledgement liability

The **insured** must refrain from acting or failing to act in such a manner that it could directly or indirectly give rise to an acknowledgement of liability and/or an obligation to pay damages.

10. Family protection and cyber – Section F

You can only claim under this section if it is included on your policy schedule.

10.1 Definitions family protection and cyber

- 10.1.1 **Control Risks**
Consultants for crisis management appointed by us.
- 10.1.2 **Cyber extortion**
A **hacker** wishing to unlawfully earn **money** by forcing the **insured** to pay ransom, threatening the **insured** with the destruction, **damage**, change, spreading or publication of **personal data** or privacy-sensitive information that is not directly obtained from a data carrier of the **insured** but has been obtained as a result of hacking, phishing or the use of malware.
- 10.1.3 **(e-)reputational damage**
The intentional tarnishing of the good reputation of the **insured** as a direct consequence of expressions of slander, defamation, insult or the publication by a third party of **personal details** or privacy-sensitive details on a forum, blog, social network or website.
- 10.1.4 **Violence**
The intentional causing of pain or bodily harm to the body of the **insured** by one or more persons who:
— have entered the house of the **insured** without his/her permission and have stolen or tried to steal possessions of the **insured**; or
— during or as a result of a hijacking of a civilian aircraft or a violent incident in a civilian aircraft in which the **insured** is transported as passenger; or
— during or as a result of the stealing of a motorised vehicle, or an attempt thereto, in which the **insured** is transported as a driver or passenger.
- 10.1.5 **Hacker**
Someone who gains unauthorised access to the computer system of the **insured**, by forcing or circumventing the existing security systems.
- 10.1.6 **Identity fraud**
The abuse of means of identification, whether or not as a result of malware or phishing of the **insured** for committing a criminal offence.
- 10.1.7 **Breach of privacy**
Loss or theft of **personal details** of the **insured** or a third party which have been saved on or are sent from a data carrier belonging to the **insured**, resulting in **damage**.
- 10.1.8 **Invalidity**
Permanent bodily harm that presents itself to the **insured** within one year after termination of the cause of damage, in the form of the full **loss** of the eyesight of one eye, the full **loss** of hearing, the full **loss** of the ability to speak and/or the full **loss** of the use of the hand, arm, foot or leg.
- 10.1.9 **Medical treatment**
The medical treatment necessary for the treatment of an injury of the **insured** as a result of a covered **event**. This includes the treatment by psychologists/psychiatrists.
- 10.1.10 **Abduction**
The taking away and keeping prisoner of the **insured** against his/her will, whether or not followed by coercive detention in order to force the payment of ransom.
- 10.1.11 **Death**
The death of the **insured** within one year after termination of the cause of **damage** as a result of this cause of **damage**.
- 10.1.12 **Personal data**
Each (not public) item of data regarding an identified or identifiable natural person, including data regarding his/her health.

10. Family protection and cyber – Section F

10.1.13 Damage

In deviation from that stated in articles 1.23 and 9.1.2 of these policy schedule, **damage**, within the meaning of this section, is defined as:

1. personal damage: personal damage is **damage** as a result of **violence** or **abduction**.
2. own damage: own damage is **damage** resulting from **cyber extortion**, **(e)-reputational damage**, **identity fraud**, **breach of privacy** or **loss of money (to the account)**.

10.1.14 Loss of money (to the account)

The **loss of money** of the **insured** as a result of:

- fraudulent use of a bank cheque, bank card or credit card by a third party in the form of a cash withdrawal and/or purchase of a service of goods, not being an online purchased and/or online paid service or goods;
- the **loss** of **electronic money** to the account of the **insured** as a result of **malware**, **phishing** or a **hacker**.

10.2 Cover family protection and cyber

10.2.1 Cyber extortion

In the event of **cyber extortion** we pay the following costs in accordance with the standards of reasonableness and fairness up to the amount stated in article 10.5:

- compensation for the ransom demonstrably paid by the **insured**;
- costs of an expert who we appoint for forensic investigation into the cause and scope of the **cyber extortion**;
- costs of an expert we appoint for the repair of the data and/or data carrier;
- costs of an expert we appoint for prevention measures.

10.2.2 (e-)reputational damage

In the event of damage of the (e-)reputation of the **insured**, we compensate the following costs based on standards of reasonableness and fairness, up to no more than the maximum amount stated in article 10.5:

- costs of an expert we appoint in order to hide any expressions of slander, defamation, insult or the publication of **personal data** or privacy sensitive data or other forms of negative reporting that have damaged the reputation, or to remove them as search results from online accessible search engines to the extent possible and to rebuild the reputation again;
- costs of an expert we appoint for prevention measures.

10.2.3 Loss of money (to the account)

In the event of **loss of money (to the account)**, we compensate the following costs based on standards of reasonableness and fairness, up to no more than the maximum amount stated in article 10.5:

- payment of damages of the cash **loss**;
- costs of an expert who we appoint for forensic investigation into the cause and scope of the fraudulent use of the methods of payment;
- costs of an expert we appoint for the protection and monitoring of the credit for the duration of 12 months from the moment the **damage** is reported;
- costs of an expert we appoint for the offering of prevention measures.

10.2.4 Violence

In the event of **violence** against the **insured**, we compensate the following costs based on standards of reasonableness and fairness, up to no more than the maximum amount stated in article 10.5:

- necessary costs incurred for **medical treatment**;
- necessary travel and accommodation costs incurred in respect of the other **insured persons** for the purpose of an accommodation in the vicinity of the **insured**;
- the payment for **invalidity** or **death**.

10. Family protection and cyber – Section F

10.2.5 Identity fraud

In the event of **identity fraud** we pay the following costs in accordance with the standards of reasonableness and fairness up to the amount stated in article 10.5:

- costs of an expert who we appoint for forensic investigation into the cause and scope of the **identity fraud**;
- costs of an expert we appoint for the protection and monitoring of identity and credit for the duration of 12 months from the moment the **damage** is reported;
- costs for the assistance and crisis support by **Control Risks** for the duration of no more than 30 days.

10.2.6 Breach of privacy

In the event of **breach of privacy** we pay the following costs in accordance with the standards of reasonableness and fairness up to the amount stated in article 10.5:

- costs of an expert who we appoint for forensic investigation into the cause and scope of the **breach of privacy**;
- costs of an expert we appoint for the repair of the data and/or data carrier;
- costs of an expert we appoint for prevention measures.
- payment of damages for claims of third parties on the basis of the spreading or publication of lost or stolen **personal data** or privacy sensitive data, related to this person.

10.2.7 Abduction

In the event of **abduction** of the **insured**, we compensate the following costs based on standards of reasonableness and fairness, up to no more than the maximum amount stated in article 10.5:

- costs for **Control Risks** for the duration of no more than 30 days;
- necessary travel and accommodation costs incurred in respect of the other **insured persons** for the intended termination of the **abduction**;
- costs paid for the substantiated payment of a reward for obtaining information for the benefit of the termination of the **abduction** (tip-off money);
- costs necessarily incurred for medical treatment and the payment for invalidity and death;
- compensation for the benefit of the ransom demonstrably paid for the benefit of the **insured**.

10.3 Not covered

In addition to the General exclusions, but with the exception of article 3.11, the exclusions listed in this article apply to this section.

10.3.1 Initial period

Not covered is **damage** resulting from one of the events listed in article 10.2 which took place prior to the commencement date of this section.

10.3.2 Negative travel advice

Not covered is **damage** resulting from **abduction** or **violence** in another country or area for which the Ministry of Foreign Affairs issued a negative travel advice at the time of travel.

10.3.3 Mutual conflicts

Not insured is **damage** the **insured** suffers as a result of a covered **event** if another **insured** is a suspect, perpetrator or abettor of the crime.

10.4 Procedure in the event of damage family protection and cyber

10.4.1 Confidentiality

The **insured** must do his/her utmost at all times to keep the cover on the basis of this section confidential to the extent possible.

10. Family protection and cyber – Section F

10.4.2 Notification

The **insured** must contact **Control Risks** as soon as possible in the **event of abduction, violence or identity fraud**. The 24/7 emergency number of **Control Risks** is +44 (0)207 939 8900.

In addition, the **insured** must inform **us** as soon as reasonably possible in writing of each **event** that could give rise to a claim under this section.

If an event takes place which results in cover under this section, other than **abduction, violence or identity fraud**, then the **insured** must comply with the obligations listed in article 4.1.

10.4.3 Instructions

The **insured** must follow the instructions provided by **Control Risks** and by **us** to the extent possible.

10.4.4 Medical treatment, investigation and inspection

The **insured** must follow the instructions provided by the care providers for **medical treatment** and co-operate with the medical advisor engaged by **us** and/or the examinations conducted by engaged medical experts, including inspection(s) for the purposes of determining the entitlement to payment.

10.5 Payment overview family protection and cyber

10.5.1 Maximum payment of damages

In any **insurance year** we pay out no more than EUR 100,000 in **damages per event**. Related events are regarded as one **event**.

10. Family protection and cyber – Section F

10.5.2 Payment overview

Maximum payments		
a.	Cyber extortion	EUR 50,000
b.	(e-)reputational damage	EUR 50,000
c.	Loss of money (to the account)	EUR 50,000
d.	Violence	EUR 100,000
	Payment for invalidity :	
	— loss of one arm;	EUR 50,000
	— loss of one leg;	EUR 50,000
	— loss of one hand;	EUR 50,000
	— loss of one foot;	EUR 50,000
	— full hearing loss;	EUR 50,000
	— full loss of eyesight of one eye;	EUR 50,000
	— full loss of the ability to speak.	EUR 50,000
	Payment in the event of death for persons up to the age of 16.	EUR 50,000
	Payment in the event of death for persons of 16 years and older.	EUR 100,000
	In the event of multiple invalidity or death the maximum payment amounts to EUR 100,000,-.	
e.	Identity fraud	EUR 50,000
f.	Breach of privacy	EUR 50,000
g.	Abduction	EUR 100,000
	Payment for invalidity :	
	— loss of one arm;	EUR 50,000
	— loss of one leg;	EUR 50,000
	— loss of one hand;	EUR 50,000
	— loss of one foot;	EUR 50,000
	— full hearing loss;	EUR 50,000
	— full loss of eyesight of one eye;	EUR 50,000
	— full loss of the ability to speak.	EUR 50,000
	Payment in the event of death for persons up to the age of 16.	EUR 50,000
	Payment in the event of death for persons of 16 years and older.	EUR 100,000
	In the event of multiple invalidity or death the maximum payment amounts to EUR 100,000,-.	
h.	Salvage costs	EUR 5,000

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