

## DUTCH BOURSE POLICY FOR LIABILITY (2014)

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Unless the parties hereto have explicitly agreed otherwise, this contract meets the contingency requirement as referred to in Section 925 of Book 7 of the Netherlands Civil Code, if and insofar as the loss or damage incurred by any third party in respect whereof a claim for indemnity is made against any insured party is the result of an act or failure to act regarding which it was uncertain to the parties at the time the insurance contract was concluded that loss or damage on the part of such third party had arisen or would arise therefrom under normal circumstance.

## GENERAL CONDITIONS

### ARTICLE 1 DEFINITIONS

#### 1.1 POLICYHOLDER

The party with whom the insurance contract has been concluded.

#### 1.2 INSURED (PARTIES)

- 1.2.1 The *policyholder* in its capacity as described in the policy.
- 1.2.2 Any other natural person or legal entity included under the policy as *insured (parties)* in their capacity as described in the policy.
- 1.2.3 The partners, supervisory board members, directors and officers of the *insured (parties)* as mentioned in articles 1.2.1 and 1.2.2, acting as such.
- 1.2.4 The staff associations, pension funds and any other funds, institutions and foundations established within the scope of the industrial relations between the *insured parties* as mentioned in articles 1.2.1 and 1.2.2 and their subordinates, as well as their directors and officers, acting as such.
- 1.2.5 The subordinates, trainees, volunteers, family members of and persons residing with the *insured parties* as mentioned in articles 1.2.1 through 1.2.4, insofar as they perform activities within the scope of the insured capacity.
- 1.2.6 This insurance does not provide cover for any establishment based outside the Netherlands or any subordinate thereof, unless explicitly agreed otherwise.

#### 1.3 INSURERS

The parties who jointly bear the insured risk, each for their respective share in the sum expressed as limit of indemnity.

#### 1.4 THIRD PARTY (PARTIES)

Any party with the exception of the insured (parties) held liable.

#### 1.5 LOSS OR DAMAGE

### 1.5.1 BODILY INJURY.

Injury or impairment of health of persons, whether or not resulting in death, inclusive of any consequence thereof which can be valued in terms of money.

### 1.5.2 PROPERTY DAMAGE.

1.5.2.1 Damage to or loss or destruction of *third party* property inclusive of any consequence thereof which can be valued in terms of money.

1.5.2.2 *Property damage* is also understood to mean the pollution or contamination of property or the presence of any foreign substance thereon or therein.

## 1.6 ENVIRONMENTAL IMPAIRMENT

The emission, discharge, seepage, separation, release or escape of any liquid, solid or gaseous substance insofar as it has a pungent or contaminating or deteriorating or polluting effect in or on the soil, the air, the surface water or any water (course) whether underground or otherwise.

## 1.7 LOSS MITIGATION COSTS

Costs of measures that are taken by or on behalf of the policyholder or any insured party and are reasonably required in order to avert the imminent risk of loss or damage for which - once occurred - an *insured party* would be liable and which is covered under the insurance, or in order to minimise such *loss or damage*. Within this context costs of measures are also understood to mean *damage* to property that is employed as part of the measures referred to hereinbefore.

## 1.8 CLAIM

A *claim* for indemnity made against any insured party in respect of loss or damage arising from an act or failure to act. Claims, whether made against more than one insured party or not, are considered to be a single claim if they are interrelated or arise from one another, or arise from the same act or failure to act or arise from a succession of acts or failures to act with the same cause and are deemed to have been reported to the insurers at the time the first *claim* was reported.

## 1.9 CIRCUMSTANCES

One or more facts from which an actual imminence of a *claim* can be inferred. As such are considered facts in respect whereof the *insured* can supply concrete information as to the *act or failure to act* which may give rise to the *claim* and the party from whom the *claim* may be expected.

## 1.10 ACT OR FAILURE TO ACT

Any conduct of an *insured* from which a *claim* arises. Any occurrence of *loss or damage* that is for the account of the *insured* pursuant to the law or the prevailing views in commercial practice solely due to a capacity of the *insured*, is made subject to the same conditions as conduct of the *insured*.

#### 1.11 PERIOD OF INSURANCE

The period from the inception date of the insurance until the date of termination of the insurance.

#### 1.12 POLICY YEAR

A period of twelve (12) months commencing on the premium due date and each following period of equal duration. In the event of the period from the inception date of the insurance until the premium due date or from the premium due date until the date of termination being less than twelve (12) months, such a period is also deemed to be a *policy year*. In the event of the *period of insurance* being less than twelve (12) months, the *policy year* coincides with the *period of insurance*.

### ARTICLE 2 EXTENT OF COVER

#### 2.1 LIABILITY

- 2.1.1 This insurance covers the liability of the *insured* for *loss or damage* incurred by any *third party* in connection with any *act or failure to act* in the insured capacity, such subject to the conditions and sections which have been stated in the policy to apply.
- 2.1.2 *Insured parties* other than the *policyholder* are not entitled to derive any right from this insurance unless a written statement to that effect has been submitted by the *policyholder* to the *insurers*.

#### 2.2 LIMIT OF INDEMNITY

The *insurers* pay in respect of each and every *claim* or in respect of any one *policy year* for all *insured parties* collectively in excess of the deductible an amount not exceeding the limits of indemnity stated in the policy.

#### 2.3 ACCUMULATION

Should in the event of *loss or damage* the liability of the *insured* party be insured under more than one of the sections which have been stated to apply, the limits of indemnity in respect of said sections will not accumulate. In respect of each and every *claim* the limit of indemnity to be applied will on no account exceed once the highest applicable limit of indemnity in respect of each and every claim or in respect of any one policy year. Should in the event of loss or damage several deductibles be applicable, such deductibles will not accumulate. In respect of each and every claim the deductible to be applied will on no account exceed once the highest applicable deductible.

#### 2.4 ADDITIONAL COMPENSATION

The *insurers* pay if necessary in excess of the limit of indemnity in respect of each and every *claim* or in respect of any *one policy year* the costs mentioned hereinafter:

- 2.4.1 The loss mitigation costs.
- 2.4.2 The costs of defence, which are understood to mean all costs and expenses of defence and legal assistance incurred by or with the consent of the *insurers*, even in the event of unfounded claims or criminal proceedings.
- 2.4.3 The statutory interest accrued on the part of the principal sum covered by the insurance.
- 2.4.4 Security.
  - 2.4.4.1 If an amount of security has been stated on the covering sheet of the policy and in the event of *loss or damage*, for which the *insured* has been held liable and which is covered under this insurance, security has to be provided by order of the competent authorities or court, the *insurers* will provide such security and pay the costs involved up to and not exceeding the amount of security stated on the covering sheet of the policy.
- 2.4.5 The deductible is not applicable to the aforementioned forms of additional compensation. Said forms of additional compensation combined are limited to an amount up to and not exceeding the limit of indemnity in respect of the *claim* in question.

## 2.5 TERRITORIAL LIMITS

This insurance provides worldwide cover.

However, the insurance does not cover claims

- based on the laws of the USA or Canada or
- based on a decision or judgment given by any court in the USA or Canada

if those arise from

- property delivered and/or invoiced or
- activities performed and/or invoiced

by the insured to or for a client/customer in the USA and/or Canada.

## 2.6 PRE-EXISTING RISK

Unless explicitly excluded, claims or *circumstances* arising from an *act or failure to act* that took place prior to the inception date of the insurance contract, are included under the policy.

## 2.7 SUBSEQUENT NOTIFICATION

- 2.7.1 In the event of a re-placement in whole or in part of a share underwritten by an insurer or in the event of termination of this insurance, it is hereby provided by way of interpretation of articles 13, 16 and 18 that any *circumstances* the *insured* was aware of prior to the re-placement/termination as well as any claims for indemnity made against the *insured* prior to the re-placement/termination but not yet reported to the *insurers*, are deemed to have been reported to the *insurers* at the time immediately preceding the re-placement/termination, such subject to the provisions of article 4, provided that the written notification to the *insurers* was submitted within three (3) months after the re-placement/termination.
- 2.7.2 If the *insurers* exercise their right to terminate the insurance in accordance with the provisions of article 7.1, the *policyholder* has the right to extend the period for submission of claims prior to the date of termination to one (1) year with respect to claims arising from an *act or failure to act* that took place prior to the date of termination. The *insurers* are entitled to stipulate an additional premium and/or adjustment of the conditions for said extension.
- 2.7.3 If the insurance terminates due to discontinuation of the business or termination of the profession of the *insured* as referred to in article 7.3, the *policyholder* has the right to extend the period for submission of claims prior to the date of termination to five (5) years with respect to claims arising from an *act or failure to act* that took place prior to the date of termination. The *insurers* are entitled to stipulate an additional premium and/or adjustment of the conditions for said extension.
- 2.7.4 It is hereby provided that claims reported within the period of one (1) or otherwise five (5) year(s) as referred to in articles 2.7.2 and 2.7.3, are allocated to the *policy year* immediately preceding the date of termination.

## 2.8 CONCURRENCE

Contrary to the provisions of Section 961 of Book 7 of the Netherlands Civil Code, the following applies:

- 2.8.1 If a *claim* covered under this insurance is also covered under any other insurance(s), this insurance will apply as excess of loss of such other insurance(s) or otherwise as cover for the difference in conditions.
- 2.8.2 If such other insurance(s) include(s) a provision similar to the one referred to in the preceding paragraph or a provision of similar import, or if the claim settlement under said other insurance(s) presents any problems, the *insurers* will handle the claim. The *insurers* will pay compensation up to an amount equal to the amount that would but for the existence of such other insurance(s) have been payable as indemnity. The *insured* is bound to cede his claim against the *insurers* of such other insurance(s) to the *insurers*. The cession only relates to that part of the compensation paid by the *insurers* that exceeds the amount that would have been payable by the *insurers* had the present policy been the sole policy in existence. However, any deductible applicable under said other insurance(s) remains excluded from cover.

## ARTICLE 3 EXCLUSIONS

## 3.1 CARE, CUSTODY AND CONTROL

This insurance does not cover claims for compensation of *property damage* to any object caused during the period such object was actually being transported, treated, processed, handled, occupied, leased, rented, hired, borrowed, used, stored, held for safekeeping by or for any other reason in the care, custody or under the control of the *insured* or any party on his behalf. This exclusion also applies to any *loss or damage* resulting from said *property damage*. This exclusion does not apply to:

## 3.1.1 ACTIVITIES PERFORMED AT THE PREMISES OF THIRD PARTIES.

The liability for *property damage* to any *third party* property caused during the performance of activities at the premises of such *third party*, insofar as it concerns property that is not the subject of the contract to be performed and/or that was not actually being worked on at the time the damage was caused.

## 3.1.2 PROPERTY DAMAGE TO PERSONAL EFFECTS OF SUBORDINATES.

The liability for *property damage* to personal effects of subordinates for which the *insured* is liable in his capacity as employer.

## 3.1.3 LOSS OR DAMAGE COMPENSATED BY A FIRE INSURER.

The liability for *property damage* to objects in the care, custody or under the control of the *insured* for reasons other than on lease, hire, loan or for safekeeping, if and insofar as in respect thereof *loss or damage* has been compensated by a fire insurer.

## 3.1.4 DAMAGE TO MEANS OF TRANSPORT.

The liability for *property damage* to means of transport caused during the period these were for the purposes of loading or unloading on or in the immediate vicinity of the premises of the *insured* or at the location where the *insured* was performing activities.

## 3.2 MOTOR VEHICLES

This insurance does not cover claims for compensation of *loss or damage* caused by or with a motor vehicle within the meaning of the Motor Insurance Liability Act [*Wet Aansprakelijkheidsverzekering Motorrijtuigen (WAM)*] with supplements and amendments. However, this exclusion does not apply to:

## 3.2.1 TRAILERS.

*Loss or damage* caused by or with a trailer that has come to a standstill safely outside traffic, after it has been or become disconnected from a motor vehicle.

### 3.2.2 LOADING/UNLOADING.

*Loss or damage* caused by or with a load whilst loading or unloading a motor vehicle.

### 3.2.3 LOAD.

*Loss or damage* caused by or with a load whilst on or falling or fallen off a motor vehicle.

### 3.2.4 PASSENGER.

*Loss or damage* caused by an *insured* as passenger of a motor vehicle. In the event of *property damage* to the motor vehicle itself, the Care, custody and control exclusion as described in article 3.1 will not be invoked.

### 3.2.5 MOTOR VEHICLE USED BY SUBORDINATES.

The liability of the *insured* in his capacity as employer for *loss or damage* caused by or with a motor vehicle that is not owned or held by the *insured* or registered in the insured's name, and that was being used by a subordinate.

3.2.6 However, the cover described in articles 3.2.1 through 3.2.5 does not apply with respect to the liability for *loss or damage* which is subject to an obligation to take out insurance pursuant to the Motor Insurance Liability Act or any analogous foreign law.

## 3.3 AIRCRAFT AND/OR VESSELS

This insurance does not cover claims for compensation of *loss or damage* caused by or with an aircraft and/or vessel. However, this exclusion does not apply to:

3.3.1 *Bodily injury* caused by or with a vessel.

3.3.2 *Loss or damage* caused by an *insured* as passenger of an aircraft or vessel. In the event of *property damage* caused to the aircraft or vessel itself, the Care, custody and control exclusion as described in article 3.1 will not be invoked.

3.3.3 *Property damage* caused by pontoons, barges, rowing boats or any other vessel without an engine for its own propulsion, or equipped with an engine for its own propulsion not exceeding 3 kW, provided that their water displacement does not exceed 20 m<sup>3</sup>.

## 3.4 CLAUSES INCREASING LIABILITY

This insurance does not cover claims arising from a penalty, indemnity, warranty, hold-harmless or any other clause of similar import, unless - and in that case insofar as - the *insured* would also have been liable without such a clause.

## 3.5 PROPERTY DELIVERED OR COMPLETED/SERVICES PROVIDED

This insurance does not cover claims for compensation of:

- 3.5.1 *Property damage* to property delivered or completed by or under the responsibility of the *insured*.
- 3.5.2 The costs and expenses of the recall, rectification, replacement, remedy or repair of property delivered or completed by or under the responsibility of the *insured*, unless said costs and expenses qualify as *loss mitigation costs*.
- 3.5.3 The costs and expenses of the re-performance of activities carried out by or under the responsibility of the *insured*.
- 3.5.4 The exclusions described in articles 3.5.1 through 3.5.3 also apply to any *loss or damage* arising as a result of the property delivered or completed or the activities performed being unfit for (proper) use, irrespective of the party who sustained the *loss or damage* or incurred the costs and expenses.
- 3.5.5 In the event of *property damage* caused by property delivered or completed by or under the responsibility of the *insured* to other property that was delivered or completed earlier by or under the responsibility of the *insured*, the exclusions described in articles 3.5.1 through 3.5.3 do not apply to such other property.
- 3.5.6 In the event of *property damage* caused by activities performed by or under the responsibility of the *insured* to other property that was delivered or completed earlier by or under the responsibility of the *insured*, the exclusions described in articles 3.5.1 through 3.5.3 do not apply to such other property.
- 3.5.7 However, the exclusions described in articles 3.5.1 through 3.5.3 do apply if the property delivered or completed or the activities performed are the subject of one and the same contract.

### 3.6 WILFUL ACT

Contrary to the provisions of Section 952 of Book 7 of the Netherlands Civil Code, this insurance does not cover claims for compensation of *loss or damage* if such *loss or damage* is the intended or inevitable consequence of an *act or failure to act* of the *insured* held liable. This insurance does cover the liability of the *insured* for wilful *loss or damage* caused by his subordinate(s), provided that the *insured* is not at fault with respect to the wilful *loss or damage*. With regard to legal entities, only the wilful act of a director or officer within the meaning of Book 2 of the Netherlands Civil Code will for the application of this exclusion be deemed to constitute a wilful act of the legal entity; with regard to a general partnership or a limited partnership, only the wilful act of a managing partner will qualify as such.

### 3.7 ACTS OF WAR

This insurance does not cover claims for compensation of *loss or damage* caused by or arising from acts of war. Acts of war are understood to mean: Armed conflict: any situation in which states or other organised parties combat each other, or at least the one the other, with the use of military force. Armed conflict is deemed to include the armed action by a Peacekeeping Force of the United Nations. Civil war: a more or less organised violent struggle between inhabitants of the same state in which a significant part of the inhabitants of that state are involved. Insurrection: organised violent resistance within a state directed against the public authorities. Civil commotion: more or less organised violent acts occurring at various locations within a state. Riots: a more or less organised local violent movement directed against the public authorities. Mutiny: a more or less organised violent movement of members of any armed force directed against the authority under which they resort. These definitions form part of the wording

filed by the Association of Insurers in the Netherlands with the Registry of the District Court in The Hague on November 2<sup>nd</sup>, 1981.

### 3.8 NUCLEAR REACTIONS

- 3.8.1 This insurance does not cover claims for compensation of *loss or damage* caused by, manifesting itself during or resulting from nuclear reactions, regardless how these reactions have arisen.
- 3.8.2 This insurance does cover claims for compensation of *loss or damage* caused by radioactive nuclides existing outside a nuclear facility which are used or designated to be used for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that a licence (if required) granted by any authorities is effective pertaining to the production, use, storage, and disposal of radioactive substances. A nuclear facility is understood to mean a nuclear facility within the meaning of the Nuclear Accidents Liability Act [*Wet Aansprakelijkheid Kernongevallen*] (Bulletin of Acts, Orders, and Decrees of the Kingdom of the Netherlands 1979-225), as well as a nuclear facility on board a vessel. Insofar as a *third party* is liable for the incurred *loss or damage* pursuant to any law or any treaty, article 3.8.2 is not applicable.

### 3.9 NON-COMPLIANCE WITH LOSS MITIGATION OBLIGATION

This insurance does not cover claims for compensation of *loss or damage* if the *policyholder* or the *insured* has failed to take measures to prevent or minimise *loss or damage* as referred to in Section 957 of Book 7 of the Netherlands Civil Code, insofar as the interests of the *insurers* have been prejudiced thereby.

### 3.10 ASBESTOS

This insurance does not cover the liability of *insured parties* for *loss or damage* incurred by *third parties* caused by, arising from or connected with asbestos or any object or material containing asbestos.

### 3.11 SANCTIONS AND/OR TRADE BARRIERS

Insurers will not be liable to provide any coverage or indemnity under this insurance if this would constitute a violation of sanction legislation or rules that prohibit insurers from providing coverage or paying an indemnity under this insurance.

## ARTICLE 4 CLAIMS

### 4.1 OBLIGATIONS IN CASE OF LOSS OR DAMAGE

- 4.1.1 As soon as the *insured* is or should have been aware of a *claim* or *circumstances* which may give rise to a liability to pay indemnity on the part of the *insurers*, he is obliged to notify the *insurers* of said *claim* or *circumstances* as soon as is reasonably possible.
- 4.1.2 The *insured* is obliged to provide the *insurers* within a reasonable period with all information and documents, such as notices whereby he is held liable, summonses and documents regarding criminal proceedings, that are of relevance to the *insurers* in order to assess the liability and their liability to pay indemnity.

- 4.1.3 The *insured* is obliged to cooperate fully and refrain from doing anything that may prejudice the interests of the *insurers*. He is obliged to refrain from admitting liability.

## 4.2 CONSEQUENCES OF NON-COMPLIANCE WITH OBLIGATIONS IN CASE OF LOSS OR DAMAGE AS REFERRED TO IN ARTICLE 4.1

- 4.2.1 No rights can be derived from this insurance if the *insured* has failed to comply with one or more of the obligations referred to in article 4.1, insofar as the interests of the *insurers* have been prejudiced thereby. The interests of the *insurers* will not be deemed to have been prejudiced in case of a fair admission of liability or an acknowledgement of facts only.
- 4.2.2 All right to make a claim will be forfeited if the *insured* has failed to comply with one or more of the obligations referred to in article 4.1.1 or 4.1.2 with the intention to mislead the *insurers*, save insofar as such misleading does not justify the forfeiture of rights.

## 4.3 CLAIM SETTLEMENT

The *insurers* undertake to assess the *loss or damage* and settle claims. They are authorised to indemnify any injured *third party* directly and to reach understandings with them. Should the compensation of *loss or damage* consist of periodic payments and the value thereof, taking into account any other payments, exceed the limit of indemnity, then at the *insured's* option either the duration or the amount of said payments will be reduced proportionally. Claims of injured *third parties* for compensation of *bodily injury* will be handled and settled in compliance with the provisions of Section 954 of Book 7 of the Netherlands Civil Code.

## 4.4 LIMITATION OF LEGAL CLAIM

- 4.4.1 Any legal claim against the *insurers* to pay indemnity becomes prescribed by the lapse of three years after the start of the day following the one on which the party entitled to the payment first had knowledge of the claimability thereof.
- 4.4.2 The limitation period is interrupted by each negotiation between the *insurers* and the party entitled to the payment or the injured party. In that case, a new limitation period of three years becomes effective on the day following the one on which the *insurers* either admitted the claim or explicitly notified the party with whom they have been negotiating and, if this is another, the party entitled to the payment, that they cease the negotiations.

# ARTICLE 5 PAYMENT OF PREMIUM AND CLAIMS

## 5.1 DEFINITIONS

- 5.1.1 For the application of this article 'premium' is deemed to include any other amounts due in connection with this insurance.
- 5.1.2 For the application of this article '*insured*' is deemed to include the *policyholder* as well as any other party who owes the premium.

## 5.2 PREMIUM

- 5.2.1 The broker undertakes to pay the premium to the *insurer(s)* as if the broker were indebted at the moment the premium becomes payable by the *insured* under the insurance contract. Unless expressly agreed otherwise, the broker will pay the premium by crediting the current account of the *insurer(s)* for the premium payable by the *insured* under the insurance contract, at which point the *insured* will be discharged towards the *insurer(s)*.
  
- 5.2.2 The *insured* is obliged to pay the premium to the broker. In the event that the insurance contract has been concluded through a second intermediary and the *insured* has paid the premium to said second intermediary, the *insured* will not be discharged towards the broker by said payment until the second intermediary has paid the premium to the broker.
  
- 5.2.3 Without prejudice to the liability of the *insured* to pay the premium due to the broker, the insurance will only be effective for the period for which the premium has been paid to the broker, as well as for the period for which the broker has granted credit to the *insured*. This will be interpreted to mean that the *insured* is deemed to have been granted credit, unless he has been notified in writing that it was cancelled.
  
- 5.2.4 Upon conclusion of this insurance contract, the broker has been irrevocably authorised by the *insured* to release the *insurer(s)* of their obligations under the insurance contract prematurely if the *insured* or, if the insurance contract has been concluded through a second intermediary, said second intermediary fails to pay the premium to the broker.  
  
The broker will not release the *insurer(s)* of their obligations without prior written notice of such intention to the *insured*.
  
- 5.2.5 Should the *insured* be wound up or be granted a moratorium, the credit referred to in 5.2.3. will be cancelled immediately and the *insurers* will be released from their obligations under the insurance contract as referred to in 5.2.4. These legal consequences will take effect solely by the winding up or the moratorium being ordered without prior notice of default being required. The liquidator or administrator is authorised during one month after the date on which the winding up or the moratorium was ordered or, if this is later, until 14 days after the broker notified him of the credit being cancelled and the *insurers* being released from their obligations and of the authority to arrange for cover being reinstated, to arrange for cover to be reinstated, also in respect of *loss or damage* incurred after the date of the winding-up or moratorium order, if and insofar as he has paid the total premium due.

## 5.3 PAYMENT OF CLAIMS AND RETURN OF PREMIUM

- 5.3.1 Unless the *insured party* entitled prefers a different manner and has given prior written notice thereof to the *insurers*, the broker will debit the insurers' current account for any payable amount of indemnity and return of premium. The *insurers* will thereby be discharged as soon as the payment of indemnity has been received by the party entitled or otherwise has been settled with said party in accordance with the law or any existing arrangement between said party and the broker. In the event that the *insurers* have paid the damages to the broker and the latter defaults on payment thereof to the party entitled, the *insurers* have the right to reclaim the damages from the broker if they are called upon by the party entitled to make a renewed payment. In the event that the broker has paid the damages received from the *insurers* to the

second intermediary, but the latter defaults on payment thereof to the party entitled, the broker will have the right to reclaim the damages from said second intermediary if he is either called upon by the party entitled to make a direct payment or the *insurers* reclaim said damages from the broker as provided for in this paragraph.

- 5.3.2 The broker will pay any amount of indemnity and return of premium to the party entitled thereto. However, the broker is only liable to pay the balance that remains after said amount of indemnity and return of premium have been set off against any receivables from the *insured* under any other insurance, whether due and payable or not, yet undisputed at the time the liability to pay arises. Nevertheless, such a setoff will not take place in case of insurances which have been made out to bearer or order, unless the *policyholder* is entitled to the payment of indemnity and in case of compulsory liability insurance. If the entitlement to payment of indemnity is subject to a pledge as referred to in Section 229 of Book 3 of the Netherlands Civil Code, or a benefit as referred to in Section 283 of Book 3 of the Netherlands Civil Code, as well as in case of non-compulsory insurance against liability, the settlement will not extend beyond that which is payable by the *policyholder* in respect of the insurance under which the payment is made.
- 5.3.3 Claims from injured *third parties* for compensation of *bodily injury* will be handled and settled in compliance with the provisions of Section 954 of Book 7 of the Netherlands Civil Code.

#### 5.4 FINAL PREMIUM SETTLEMENT

- 5.4.1 If the premium is based on variable data (such as annual wages or annual turnover), the *policyholder* is obliged to provide the *insurers* within three (3) months after the expiry of any one *policy year* with the data required to determine the final premium.
- 5.4.2 If the *policyholder* fails to provide the required data or fails to provide those within the stipulated period, the *insurers* have the right to determine the premium on the basis of estimated figures, as provided elsewhere.
- 5.4.3 According to the final premium exceeding or falling short of the deposit premium, either an additional premium will be charged to the *policyholder* or a return premium will be refunded to the *policyholder*, such subject to any applicable minimum premium.

#### ARTICLE 6 CHANGE IN RISK

- 6.1 The premium rates and conditions apply to the activities of the *insured (parties)* within the scope of the capacity described in the policy.
- 6.2 If said activities change considerably, the *insurers* are authorised to propose an adjustment of premium rates and/or conditions.
- 6.3 The *policyholder* is obliged to notify the *insurers* of such a change within a reasonable period; nevertheless, cover will remain in full force and effect.
- 6.4 If said change constitutes such an increase of risk that the *insurers* do not wish to continue this insurance or only wish to continue this insurance against adjusted premium rates and/or conditions, the *insurers* will

advise the *policyholder* accordingly within thirty (30) days after receipt of the notification referred to in article 6.3, on the understanding that:

- 6.4.1 If the premium rates and/or conditions are adjusted, the *policyholder* has the right to refuse said adjustment during a period of thirty (30) days after notification thereof. In that case, cover for the changed activities expires as of the day on which the *insurers* received the notification of said refusal.
- 6.4.2 If the *insurers* inform the *policyholder* that they do not wish to cover the changed activities under the insurance, the *policyholder* has the right to cancel the insurance during a period of thirty (30) days after notification thereof. In that case the insurance expires as of the day on which the *insurers* received the notification thereof.
- 6.5 In the event of a failure to notify the *insurers* as referred to in article 6.3, the *insurers* are only liable to provide indemnity for such *loss or damage* which would also have been for the account of the *insurers* had the activities of the *insured (parties)* within the scope of the capacity described in the policy not been changed.

## ARTICLE 7 PRIOD AND EXPIRY OF THE INSURANCE

- 7.1 The insurance is effective as of the inception date and expires on the policy renewal date at 00.00 hrs. However, the insurance is tacitly renewed for the period stated in the policy, unless either party has cancelled the insurance by a written notice to the other party at least two (2) months prior to commencement of said period.

A notice of cancellation will only have effect if it is maintained until the policy renewal date of the insurance and will, if it is revoked prior to said date, be deemed never to have been submitted.

- 7.2 Cancellation by the *policyholder*

The insurance expires if the *policyholder* refuses to accept the revision of premium rates or conditions in accordance with the provisions of articles 6.4 and 19.6.

- 7.3 Discontinuation of business or termination of profession

The insurance expires with respect to the business or profession as soon as said business is discontinued or the profession is terminated.

## ARTICLE 8 PARTICIPATION

If the *insures* participate in the insurance through the intermediary of an authorised underwriting agent acting on their behalf, then they are deemed to have underwritten the shares of the *insurers* according to the quota shares in question. At the request of the *insured*, the broker will provide an overview of the *insurers* and their shares.

## ARTICLE 9 APPLICABLE LAW

This contract is governed by the laws of the Netherlands.

#### ARTICLE 10 DISPUTES

All disputes concerning this contract will be subject to the jurisdiction of the competent court in Amsterdam or Rotterdam.

#### ARTICLE 11 NOTICES AND COMMUNICATIONS

- 11.1 All notices and communications from the *insurers* and the *insured (parties)* intended for each other will be deemed to have been duly made when directed to the broker.
- 11.2 All notices and communications from the broker directed to the *insured (parties)* named in the schedule at their last-known address will be deemed to have been duly made.

#### ARTICLE 12 PROTECTION OF PRIVACY

The personal details provided with the proposal for this insurance and any further personal details to be submitted, may be incorporated in a register of personal data. This registration is subject to data protection rules.

## SPECIAL CONDITIONS

### Section I: GENERAL LIABILITY

#### ARTICLE 13 SPECIFICATION OF COVER

- 13.1 Subject to the provisions of the General Conditions and subject to the limit of indemnity and the deductible, this insurance covers the liability of the *insured* for *loss or damage* incurred by any *third party*, provided that:
- 13.1.1 the *claim* in respect thereof is first submitted against the *insured* during the *period of insurance* and is reported in writing to the *insurers* during said *period of insurance* as well; and
- 13.1.2 neither the *policyholder* nor the *insured* held liable had knowledge of the *claim* or otherwise the circumstance at the time the insurance was taken out.
- 13.2 If a circumstance is first reported in writing to the *insurers* during the *period of insurance*, the resulting *claim* - regardless of the time it actually arises - will without prejudice to the provisions of article 4 be deemed to have been made and submitted on the date said circumstance was reported. The date on which the *insurers* were first notified in writing of a *claim* or circumstance determines the *policy year* to which the *claim* or circumstance in question is allocated.

#### ARTICLE 14 ADDITIONAL EXCLUSIONS

- 14.1 This insurance does not cover the liability for *loss or damage* incurred by any *third party* in connection with any *environmental impairment*.
- 14.2 Employer liability
- This insurance does not cover the liability of any *insured party* in their capacity as employer towards subordinates.

Section II: EMPLOYER LIABILITY

## ARTICLE 15 ADDITIONAL DEFINITIONS

In this section *bodily injury* is differentiated according to *bodily injury* as a result of:

### 15.1 ACCIDENT

Accident is understood to mean:

A sudden external force involuntarily affecting the body of a subordinate.

### 15.2 OCCUPATIONAL DISEASE

Occupational disease is understood to mean:

An impairment of the health of a subordinate that does not arise as a result of an accident.

## ARTICLE 16 SPECIFICATION OF COVER

- 16.1 Subject to the provisions of the General Conditions and subject to the limit of indemnity and the deductible, this insurance covers the liability of the *insured* in his capacity as employer towards subordinates, provided that:
  - 16.1.1 the *claim* in respect thereof is first submitted against the *insured* during the *period of insurance* and is reported in writing to the *insurers* during said *period of insurance* as well; and
  - 16.1.2 neither the *policyholder* nor the *insured* held liable had knowledge of the *claim* or otherwise the circumstance at the time the insurance was taken out.
- 16.2 If a circumstance is first reported in writing to the *insurers* during the *period of insurance*, the resulting *claim* - regardless of the time it actually arises - will without prejudice to the provisions of article 4 be deemed to have been made and submitted on the date said circumstance was reported. The date on which the *insurers* were first notified in writing of a *claim* or circumstance determines the *policy year* to which the *claim* or circumstance in question is allocated.

## ARTICLE 17 ADDITIONAL EXCLUSION

- 17.1 This insurance does not cover the liability for *loss or damage* resulting from any *act or failure to act* which is deliberately in contravention of any government regulations pertaining to working conditions, if such occurred on the instruction or with the consent of the *insured (parties)*.
- 17.2 If the *insured* in question is a legal entity, *insured* is for the application of this exclusion understood to mean a member of the board of directors or management, as well as any officer employed by the *insured* in question, who has been charged by a member of the board of directors with the special responsibility for compliance with the aforementioned regulations.

Section III: ENVIRONMENTAL IMPAIRMENT LIABILITY (sudden impairment)

## ARTICLE 18 SPECIFICATION OF COVER

- 18.1 Subject to the provisions of the General Conditions and subject to the limit of indemnity and the deductible, this insurance covers the liability of the *insured* for *loss or damage* incurred by any *third party* in connection with an *environmental impairment* occurring suddenly and accidentally and not as the direct consequence of a process of gradual action or effect, provided that:
- 18.1.1 the *claim* in respect thereof is first submitted against the *insured* during the *period of insurance* and is reported in writing to the *insurers* during said *period of insurance* as well; and
- 18.1.2 neither the *policyholder* nor the *insured* held liable had knowledge of the *claim* or otherwise the circumstance at the time the insurance was taken out.
- 18.2 If a circumstance is first reported in writing to the *insurers* during the *period of insurance*, the resulting *claim* - regardless of the time it actually arises - will without prejudice to the provisions of article 4 be deemed to have been made and submitted on the date said circumstance was reported. The date on which the *insurers* were first notified in writing of a *claim* or circumstance determines the *policy year* to which the *claim* or circumstance in question is allocated.

## ARTICLE 19 ADDITIONAL EXCLUSIONS AND PROVISIONS

### 19.1 EMPLOYER LIABILITY

This insurance does not cover the liability of any *insured party* in their capacity as employer towards subordinates.

### 19.2 LOSS MITIGATION COSTS OWN LOCATION

On no account will the *insurers* reimburse costs incurred by any party whosoever in order to minimise or remedy the *environmental impairment* of and the effects thereof on any location of the *insured*, save insofar as the *insured* demonstrates that said costs also qualify as *loss mitigation costs*.

### 19.3 VIOLATION OF REGULATIONS

This insurance does not cover the liability for *loss or damage* resulting from any *act or failure to act* which is deliberately in contravention of any government regulations pertaining to the environment, if such occurred on the instruction or with the consent of the *insured (parties)*. If the *insured* in question is a legal entity, *insured* is for the application of this exclusion understood to mean a member of the board of directors or management, as well as any officer employed by the *insured* in question, who has been charged by a member of the board of directors with the special responsibility for compliance with the aforementioned regulations.

### 19.4 WILFUL ACT

Supplementary to the provisions of article 3.6 it is hereby provided that if the *insured* in question is a legal entity, *insured* is for the application of this exclusion understood to mean a member of the board of directors or management.

#### 19.5 GENETIC DAMAGE

This insurance does not cover the liability for genetic damage.

#### 19.6 AMENDMENT OF THE LAW

If the liability risk is or will be increased by legislation in an adjective of substantive sense during the *period of insurance*, the *insurers* have the right to revise the insurance as of a date to be determined by the *insurers*, subject to a period of notice of at least two (2) months. The *policyholder* has the right to reject the revision of the contract within thirty (30) days after he was notified thereof.

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*The VNAB policy conditions and clauses are NOT BINDING. They merely serve as specimen which may be customised by alterations, additional provisions and/or clauses. VNAB market players are free to offer other policy conditions to their customers.*

*As market players are free to use them at their own discretion, the VNAB cannot assume any liability for the application or contents of the model conditions and clauses.*

*For previously published (older) conditions, please contact the VNAB.*

*In the event of any discrepancy between the Dutch original wording and this free and non-binding English translation, the Dutch original will prevail.*

*Translation of the original Dutch wording. The official Dutch title of these conditions is: "Nederlandse Beurspolis voor Aansprakelijkheid 2014". The wording is available via the website of the Coöperatieve Vereniging Nederlandse Assurantiebeurs B.A., [www.vnab.nl](http://www.vnab.nl)*