

Conditions personal liability insurance

ABN AMRO Schadeverzekering N.V.

These conditions describe the terms of your insurance. This insurance provides a buffer to absorb financial setbacks in the *event of damage* for which the *insured person* is liable.

This is a translation of the original Dutch text. In case of any disparity between the Dutch original and this translation, the Dutch text will prevail

Do *you* have any questions? *You* can find more information at abnamro.nl/mijn-verzekeringen. *You* can change the language to English in the top right corner. Or call us on 0900 – 0024 (*usual call charges*).

What do these conditions say?

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What do the words in italics mean?

In these conditions, the words in italics have a special meaning which is explained in the list of definitions.



How do *you* report that someone has held *you*, as the *insured person*, liable?

Does someone hold an *insured* liable? Report this as quickly as possible. *You* can do this in three ways:

- ▶ online, via abnamro.nl/schade. *You* can change the language to English in the top right corner;
- ▶ by telephone, on +31-(0)38-4967123 (*usual call charges*);
- ▶ using a claim form. The claim form can quickly be found at abnamro.nl. *You* can change the language to English in the top right corner. After that, search there for 'reporting *damage*'.



What changes must *you* always inform us about?

You must report the following changes to us:

- ▶ if *you* move house to live abroad;
- ▶ if your *family situation* (as described in your policy) changes. *We* will then adjust your premium accordingly.

Please note: *You* must tell us of these changes within 14 days of their occurrence. If *you* do not report such a change within 14 days, then your *damage claim* may be refused, or honoured only in part.



What does your *liability* insurance cover?

Your *liability* insurance covers your *liability* for *damage* you cause as a privately *insured* person. Your policy states your chosen *family situation*. The list of definitions of this document details which members of those in your chosen *family situation* are covered by this insurance.

The insurance also includes cover for:

- ▶ *liability* of a person staying with *you*, who has no personal *liability* insurance of their own;
- ▶ *liability* of a member of *domestic staff* working for the *insured* person, but only if they are not covered by other personal *liability* insurance;
- ▶ *liability* for *damage* caused by the *insured* person working in a medical profession while providing voluntary help (e.g. first aid) following an accident or sudden illness. Note: this does not apply if such cover is already provided on the basis of a law, a provision, or other insurance;
- ▶ *damage* caused by a friendly favour performed by the *insured* person, if it is their own fault. The maximum compensation is €35,000 per *event*;
- ▶ *damage* caused by the *insured* person while engaged in a sport or game. The maximum compensation is €35,000 per *event*. Note: this does not apply to *damage* sustained by a third person engaged in this sport or game;
- ▶ *damage* caused by the *insured* person while lodging with, or being looked after by someone else. Please note: this does not apply if the other person is also to blame. The maximum compensation is €35,000 per *event*.

Note: there are also situations that your insurance never covers. So be sure to read not just about what your insurance will cover, but also what it will never cover.



What does your personal *liability* insurance never cover?

Your insurance will never cover *liability* for *damage* in the following cases:

- ▶ in connection with *fraud* by an *insured* person;
- ▶ a *deliberate act* of an *insured* which results in *damage*. Note: if there is no cover, then there is also no cover for any *damage* that arises at a late date;
- ▶ *damage* to an *object* belonging to the *insured* person or to a *third person* living at the same address;
- ▶ *damage* to digital data or software;
- ▶ *damage* caused by *property* (including a houseboat or mobile home) located outside Europe;
- ▶ *damage* caused by *property* (including a houseboat or mobile home) being rented out, except if this is being rented to a single household in the Netherlands;
- ▶ *damage* caused by *acts of war* or *nuclear reaction*;
- ▶ *damage* caused or occurring before your insurance period begins or after it ends;
- ▶ *damage* caused or occurring in connection with a business activity. However, *damage* caused or occurring in connection with voluntary work, or the internship or side job of a minor is insured, provided this is not already covered by another insurance. In such cases we do not compensate for *damage* to property owned by the employer;
- ▶ *damage* caused by a weapon for which the *insured* person is not in possession of a licence as required by the Arms and Ammunition Act;
- ▶ *damage* caused by a weapon being used by the *insured* person while hunting;
- ▶ *damage* caused while acting as an employee or an employer. Note: this does not apply to *liability* with regard to *domestic staff*;
- ▶ if a national or international law or regulation forbids it;
- ▶ *damage* to, or caused by, an *object* borrowed, kept, used, or modified without the *insured* person having obtained the owner's permission;
- ▶ *damage* caused or occurring through the use of illegal fireworks lit by a *insured* person aged 15 or older;
- ▶ *damage* caused or occurring while kitesurfing;
- ▶ *damage* caused by or with a *motor vehicle*, *vessel* or (model) *aircraft*, with the exception of:
 - *damage* caused while a passenger of a *motor vehicle*, *vessel*, or *aircraft*. Note: this does not apply to *damage* caused to a *motor vehicle*, *vessel* or *aircraft* owned by the *insured* person or legally borrowed, kept, used or modified by the *insured* person;
 - *damage* caused though *joyriding* by a minor without a legal driving or sailing licence, but only if this *damage* is not already covered by another insurance;
 - *damage* caused by or with a *model aircraft* weighing less than 25kg if, at the moment the *damage* arose, the *insured* person was demonstrably adhering to the governmental laws and regulations of the relevant country;
- ▶ *damage* caused by or with a bicycle offering pedal assistance above a speed of 25 kilometres per hour;

- ▶ *damage* caused by or with a vehicle not entitled to make use of the public highway in accordance with governmental laws and regulations;
- ▶ *damage* to, or caused by, an *object* owned by a *third person* and borrowed, kept, used, or modified by the *insured person* with that owner's permission; This insurance does cover:
 - *damage* up to €25,000 per *event* caused to a *motor vehicle* or *vessel* owned by a *third party* though *joyriding* by your *minor* child without a legal driving or sailing licence;
 - *damage* up to €25,000 per *event* to an *object* owned by a *third party* (other than money, a *motor vehicle*, a *vessel* or a (model) *aircraft*), acquired as a private possession;
 - *damage* to privately rented (holiday) accommodation through *fire*, *explosion*, or *overflowing water*, up to the maximum amount specified in your policy;
- ▶ *damage* to an *object* owned by a non-private person (e.g. a company, council, society, or foundation) and legally borrowed, kept, used, or modified by the *insured person* with the owner's permission. This insurance does cover:
 - *damage* to *medical* equipment (except hearing aids) up to a maximum of €10,000 per *event*;
 - *damage* to rented (holiday) accommodation through *fire*, *explosion*, or *overflowing water*, up to the maximum amount specified in your policy.

What happens when someone holds *you* liable for *damage*, and what do *we* pay out?

1

What do *we* do if someone holds an *insured person* liable for *damage*?

Is someone holding *you* responsible as the *insured person*? *You* must then inform us of this as quickly as possible. *We* will then establish what happened, whether the *damage* is covered, and the extent of the *damage*. *You* will give us the information *we* need. *We* may arrange *damage* compensation directly with the person who suffered this *damage*.

We may sometimes request that an *expert* helps us to establish the cause and extent of the *damage*. If *you* do not agree with our expert, *you* may appoint another *expert* yourself. If *you* appoint an *expert* yourself, *we* will meet their costs as long as these are reasonable. If *you* would like to know which costs *we* consider reasonable, please contact us in advance. If *we* and *you* each appoint an expert, then both of these *experts* will first jointly appoint an independent expert. The two *experts* will first try to reach an agreement. If they are unable to agree, then the independent *expert* will make a final decision.

If a *insured person* does not cooperate in establishing the cause and extent of a *damage*, or fails to comply with any of the obligations arising from these conditions, then *we* may refuse to compensate for the damages concerned. This may also be the case if the person who suffered the *damage* fails to cooperate in its assessment.

2

How do *we* determine whether an *insured person's liability* is covered?

We determine *liability* on the basis of applicable laws and regulations, these conditions, your own policy, and the information *we* receive about the *damage*.

What if the *damage* is linked to *terrorism*?

We are not always able to take upon ourselves the responsibility for *damage* caused by *terrorism*. In that case *we* compensate only the *damage* that is insured by the Netherlands Terrorism Risk Reinsurance Company (Herverzekeringsmaatschappij voor Terrorisemeschade, NHT).

In any given calendar year, a maximum of €1 billion is made available for the compensation of *damage* in the Netherlands caused by *terrorism*. This compensation is made available to all insurers in the Netherlands who participate in the NHT, but only for incidents for which their policies provide *damage* compensation. If the *damage* caused by *terrorism* in a given year is greater than €1 billion, then the NHT sets a payout ratio: the NHT determines the percentage of compensation payable to those insurers who participate in the NHT. *You* then receive the same percentage of your *damage* claim, less any individual deductible. If the total amount of *damage* is less than €1 billion, or if the NHT does not pay us for some other reason, then *we* pay *you* in accordance with these policy conditions.

If *you* would like to know more about this topic, read the attached clause on Terrorism Cover that forms part of these policy conditions. Or consult the NHT website, www.terrorisneverzekerd.nl, where *you* will find contact details, news and backgrounds. The website also explains (under 'Protocol afwikkeling claims') how the NHT handles *damage* claims.

If *you* report the *damage* two years or more after the NHT has decided whether there is a loss from *terrorism*, *you* forfeit all rights to compensation for *damage*.

3

How do we calculate what amount will be paid out if *liability* is covered?

This calculation of this payment is based on an assessment of the *damage* for which the *insured person* is legally liable. Is there *damage* to an *object*? The calculation is then based on the *current value* of the *object*. Does your policy include an individual deductible? In that case we deduct this amount from the amount payable. *We* then pay the remaining amount. Certain incidents and/or objects are subject to a maximum insured amount. *You* can find these amounts on your policy document and in these conditions. *We* are also entitled to compensate for *damage* by making a payment *in kind*.

Please note: if your policy document or these conditions state a maximum insured amount, then the maximum *we* will pay out for any claim is this amount, less any individual deductible.

4

What other costs do we reimburse if *liability* is covered?

We also pay the legal interest on the insured amount of *damage* compensation. *We* also compensate certain other costs *you* may have incurred with our agreement. These other costs are:

- ▶ the reasonable costs of experts. If *you* would like to know which costs *we* consider reasonable and therefore pay for, please contact us in advance;
- ▶ necessary legal fees;
- ▶ *surety*, up to a maximum of €100,000. *You* must then authorize and assist us to recoup this amount.

**What other agreements are there?****When does your insurance cover begin?**

The insurance cover begins on the 'start date', which is given on the policy document.

When does your insurance cover revision take effect?

Your revised insurance cover takes effect on the 'date of revision', which is given on the new policy document issued after a revision. The policy document *we* originally issued expires on the date of revision.

When are we allowed to revise your insurance policy?

We may always change the premium or the conditions of your insurance on the revision date. *We* may also change the premium, conditions, or discount pertaining to your policy on a date of our choosing if:

- ▶ *you* report a change of risk;
- ▶ the details on your policy are incorrect;
- ▶ *you* frequently report *damage*. *You* will then be first sent a warning;
- ▶ *we* wish to change the insurance policies for a particular group of policies or policyholders at the same time.

If *you* do not agree to the change, *you* can terminate the insurance. Your insurance cover will then terminate on the 'date of revision'. If *you* do not do this, *you* accept the revision.

When are you allowed to terminate your insurance policy?

You may terminate your insurance policy at any time. This may not be done retroactively.

When are we allowed to terminate your insurance policy?

We may terminate your insurance policy on the date of revision, which is given on the policy document. We must then give you two months' notice of this termination.

We may terminate your insurance policy with immediate effect under the following circumstances:

- ▶ if *fraud* is detected. In that case, we may also terminate other insurance policies that you have with us with immediate effect;
- ▶ if you or another interested party has been placed on a national or international sanctions list;
- ▶ if changes occur which you are required to notify us about. For details of such changes, see the section entitled 'Which changes must you always notify us about?';
- ▶ if you do not pay the premium, despite several warnings; For more information on this, see the section entitled 'When and how do you pay the premium?'.

We may terminate your insurance policy with two months' notice under the following circumstances:

- ▶ no more than 30 days after a *damage* claim has been submitted, refused, or paid;
- ▶ if you submit an above-average number of *damage* claims, in which case you will first receive a warning;
- ▶ if you do not cooperate adequately in the settlement of a claim;
- ▶ in case of threatening or abusive behaviour by you towards any of the parties involved.

When can you not use this insurance?

Your insurance policy will not cover *damage liability* and associated costs if a law, a governmental provision, or another insurance already provides compensation. In that case we will cover only the *damage liability* and associated costs not covered by this law, governmental provision, or other insurance.

When and how do you pay the premium?

You pay this premium on a monthly or annual basis. The premium (including insurance tax) is deducted from your bank account automatically. If this is unsuccessful, or if we receive no premium, then we will send you a warning. If the premium remains unpaid, then 15 days after we sent you the warning letter, the insurance cover terminates automatically. We may terminate your insurance contract at any time thereafter. If we do so, we will inform you of this.

Transference and limitation period

Claim liabilities cannot be transferred to us.

A claim lapses three years after *damage* compensation has been paid, or after three years, starting on the day after the day that you were informed of the demandability of the claim.

Complaints

If you are dissatisfied with this insurance policy or with our services, you can file a complaint. Details of how to file a complaint are given at abnamro.nl/klacht. You can change the language to English in the top right corner; Are you dissatisfied with the handling of your complaint? Then you may submit your complaint to the independent Financial Services Complaints Board (Kifid), via kifid.nl or to PO Box 93257, 2509 AG The Hague. You may also present your complaint to a Dutch court.

If Kifid handles a case which also involves a disciplinary aspect, it will refer that part of the complaint to the Financial Services Disciplinary Board (Insurance Matters) (Dutch: Tuchtraad Financiële Dienstverlening (Assurantiën)). Kifid will inform you about this. This also applies if a complaint relates solely to a disciplinary matter. You should also file this complaint with Kifid.

Privacy protection and electronic recording

We abide by the Code of Conduct for the Processing of Personal Data by Insurers (the Gedragscode Verwerking Persoonsgegevens Verzekeraars). This Code of Conduct can be found at verzekeraars.nl under 'persoonsgegevens'.

If we communicate with you by electronic means, e.g. through a chat session, email or telephone, then we may record this communication electronically, for the purposes of documentation or to improve our service levels.

How do we protect ourselves and you against deliberately incorrect information, fraud or deception?

We assume that *you* will provide us with full and accurate information. If *we* suspect the presence of deliberately inaccurate information, *fraud* or deception *we* may conduct research into this, in accordance with the guidelines laid down by the *Dutch Association of Insurers* (Verbond van Verzekeraars). Because *we* work together with *Nationale-Nederlanden*, *we* also adhere to their guidelines. More information on this matter can be found at abnamro.nl/klantgericht-verzekeren. *You* can change the language to English in the top right corner.

After completing this research *we* will take a decision, for instance a decision to immediately terminate the insurance contract or to withhold payment. *We* may also decide to terminate other insurance policies that *you* have with us. *We* may also decide to reclaim any compensation payments and recover our research costs. *We* may also inform the police. All these measures ensure that *you* do not pay excessive premiums because others are abusing their insurance.

External processing of personal data by the Central Information System

To ensure a responsible acceptance, risk and *fraud* policy, *we* may consult and record data about *you* and your insurance policies in the Central Information System of insurance companies operating in the Netherlands (Stichting CIS). CIS processes personal data in order to control insurers' and authorised agents' risks and to combat fraud. More information on the CIS, including their privacy statement, can be found on their website. CIS contact details: telephone number: +31-(070)-3338511; website www.stichtingcis.nl; postal address: Stichting CIS, P.O. Box 91en to adhere to the Code of Conduct for Specialised Advisory Organisations (Gedragscode schade-expertiseorganisaties).

Sanctions laws and regulations

We may be forbidden by law from entering into an insurance contract with *you*. This is because of national and international sanctions rules. If *you* or another interested party has been placed on a national or international sanctions list, *we* will not be able to offer *you* insurance. *We* check this in retrospect. For this reason, a 'condition precedent' applies. The 'condition precedent' is as follows: 'The contract may only be agreed if it has been verified that it is not the case that it is forbidden, on the basis of sanctions laws or regulations, to offer financial services to or on behalf of a policyholder; insured persons, co-insured persons, and other legal persons who might stand to benefit from the existence of such an agreement; representatives and authorised persons of the company of a policyholder; the ultimate financial stakeholders in the company of a policyholder.'

Dutch law

This Agreement is governed by the laws of the Netherlands. If a dispute leads to a court case, then it will be laid before a Dutch court.

List of definitions



Definition	Explanation
Acts of war	<p>is organised violence, such as:</p> <ul style="list-style-type: none"> ▶ Armed conflict: any situation in which states or other organised parties fight against each other, or at least the one against the other, using military force. Armed conflict includes an armed action by a United Nations peacekeeping force. ▶ Civil war: a more or less organised armed struggle between inhabitants of the same state involving a significant portion of the inhabitants of that state. ▶ Insurrection: organised violent resistance within a state directed against the public authorities. ▶ Civil commotion: more or less organised violent acts occurring in different places within a state. ▶ Riot: 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.
Aircraft	is a vehicle capable of forward flight through the air. This excludes a hot-air balloon, hang-glider, parasailer, parachute or paraglider.
Child	is a <i>child</i> of you or your <i>partner</i> who lives with <i>you</i> as a <i>family</i> member (possibly in connection with contact or co-parenting arrangements). <i>We</i> also define <i>child</i> as a <i>child</i> living away from home in connection with full-time education or a <i>child</i> living in a nursing or care home. A resident grandchild, child-in-law or foster <i>child</i> of <i>you</i> or your <i>partner</i> who lives with <i>you</i> as a family member is also considered a <i>child</i> .
Current value	is the new value of an <i>object</i> immediately before the <i>damage</i> , less depreciation on the basis of its age. The depreciation list can be found at abnamro.nl/afschrijvingslijst .
Damage	<p>is defined as:</p> <ul style="list-style-type: none"> ▶ material <i>damage</i> or the loss of an <i>object</i>; ▶ the impairment of a person's health or injury to their body, including if the person dies as a result.
Deliberate act	<p>is one whereby a insured person intentionally does something, or fails to do something, either as an individual or as part of a group of people:</p> <ul style="list-style-type: none"> ▶ with the aim of causing <i>damage</i>; ▶ or, if <i>damage</i> is not the aim, it is certain that <i>damage</i> will ensue; ▶ or, if <i>damage</i> is not the aim, the possibility that <i>damage</i> will ensue is accepted. <p>This act is socially undesirable and/or criminal, as seen from the perspective of a neutral observer and derived objectively from facts, circumstances, and behaviour. <i>We</i> always deem the following acts to be deliberate:</p> <ul style="list-style-type: none"> ▶ arson, vandalism, and wilful damage; ▶ extortion, deception, <i>fraud</i>, threat, robbery, embezzlement, theft and burglary, including when carried out digitally; ▶ the excessive use of drugs, medicines, alcohol and <i>narcotics</i>, whereby a person's own will can no longer be determined; ▶ assault, maltreatment, manslaughter and murder.
Domestic staff	are those engaged by <i>you</i> to perform domestic work, maintain your garden, or to provide personal care.
Expert	is an expert person who has undertaken to adhere to the Code of Conduct for Loss Adjustment Agencies [Gedragscodeschade-expertiseorganisaties].
Explosion	<p>is a sudden, powerful release of energy, such as that caused by:</p> <ul style="list-style-type: none"> ▶ gases or vapours in a container, giving rise to a pressure difference; ▶ a chemical reaction in gases, vapours, or liquids.
Event	is an incident. <i>We</i> consider several incidents that have the same cause to be one <i>event</i> .

Family situation	<p>is the composition of persons for whom <i>you</i> have purchased this insurance. Your chosen <i>family situation</i> is stated in your policy. Per <i>family situation</i>, cover is provided for:</p> <ul style="list-style-type: none"> ► Single <ul style="list-style-type: none"> - <i>You</i> ► Single with children <ul style="list-style-type: none"> - <i>You</i> - <i>Your child</i> ► Cohabiting with children <ul style="list-style-type: none"> - <i>You</i> - <i>Your partner</i> - <i>Your child</i> ► Cohabiting <ul style="list-style-type: none"> - <i>You</i> - <i>Your partner</i>
Fire	is <i>fire</i> that can spread by itself to a place where it does not belong. By <i>fire</i> we also mean scorching, melting, singeing, charring or smouldering.
Fraud	is deliberate deception to obtain unfair advantage.
Friendly favour	is work carried out voluntarily, with no personal interest. By this <i>we</i> mean work carried out voluntarily for a private person, whereby <i>damage</i> is sustained by an <i>object</i> belonging to that person.
In kind	is compensation for <i>damage</i> in the form of a product or service rather than money. For example, a damaged floor that is repaired or replaced by a company from our repair network.
Insured	is a person included in the <i>family situation</i> stated in the policy.
Joyriding	is driving a <i>motor vehicle</i> or <i>vessel</i> without permission, but without intending to steal it or keep it.
Liability	is the legal obligation to compensate for <i>damage</i> .
Medical equipment	means appliances having a medical purpose, such as a stair lift or a ventilator.
Model aircraft	is an <i>aircraft</i> that is unable to carry a human passenger and is used exclusively for the purposes of air displays, recreation or sport;
Money	is cash, digital currencies, and negotiable papers such as vouchers.
Motor vehicle	is a <i>motor vehicle</i> as defined in Article 1 of the Dutch Motor Insurance Liability Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen, WAM). <i>We</i> do not consider a motor-driven mowing machine, child's toy, or similar device having a top speed of 20 kilometres per hour or less as a <i>motor vehicle</i> .
Narcotics	are substances which causes a person to think or act with a decreased degree or awareness than he/she would have done had he/she not taken the substance.
Nationale Nederlanden	is NN Group N.V. of which <i>we</i> are a part.
Nuclear reaction	is a <i>nuclear reaction</i> whereby energy is released such as nuclear fusion, nuclear fission or radioactivity.
Object	is a tangible <i>object</i> as defined in the Dutch Civil Code (Burgerlijk Wetboek).
Overflowing water	<p>is water that, due to a sudden defect or blockage:</p> <ul style="list-style-type: none"> ► overflows from a water pipe or from devices or installations connected to the water pipe; ► overflows from a sewer, aquarium or waterbed; ► overflows because something inside the rented house or holiday accommodation was blocked, frozen, or broken.
Partner	is a spouse, registered <i>partner</i> , and/or the domestic <i>partner</i> (e.g. a parent or grandparent) with whom you live permanently as a family member and who is registered with the municipality at your address. <i>We</i> also define <i>partner</i> as the <i>partner</i> living in a nursing or care home.
Surety	refers to an amount that <i>you</i> have to pay an authority to provide guarantee insurance. This amount is intended as a guarantee of payment of <i>damage</i> compensation.
Terrorism	is <i>terrorism</i> , malicious contamination, or taking preventative measures as described in the Terrorism Cover Clause Sheet (Clausuleblad Terrorismedekking). Read the attached clause on Terrorism Cover that forms part of these policy conditions.
Third person	is someone other than the <i>insured</i> person.
Usual call charges	are your <i>usual call charges</i> without surcharges. These charges are set by your telephone provider.
Verbond van Verzekeraars	(Dutch Association of Insurers) is an interest group for insurers in the Netherlands. See also verzekeraars.nl/en/home .
Vessel	is a <i>vessel</i> having a motive power greater than 3kW (about 4 horsepower) or a sail larger than 20m ² . This excludes, for instance, a rowing boat, canoe, windsurfer or remote-controlled model boat.
We	is ABN AMRO Schadeverzekering N.V.
You	is the person named in the policy as policyholder. This person has taken out the insurance and must pay the premium.



Clauses

Terrorism cover

Version 23 november 2007

(Dutch text is leading)

Article 1 / Definitions

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

1.1 Terrorism:

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

1.2 Malevolent contamination:

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

1.3 Precautionary measures:

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

1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V.] (NHT):

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

1.5. Insurance contracts:

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

1.6 Insurers authorised in the Netherlands:

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

Article 2 / Limitation of the cover for the terrorism risk

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

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

- 2.2 The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.

- 2.3 Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:

- loss of or damage to immovable property and/or the contents thereof;
- consequential loss due to loss of or damage to immovable property and/or the contents thereof, shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued. For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies. As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies. For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group company(ies) belonging to the group has/have taken out the policy(ies).

Article 3 / Payment Protocol NHT

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

Clauses sheet Terrorism Cover

Dutch Terrorism Risk Reinsurance Company
[Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V.]
(NHT)

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