

Basis of the insurance

This insurance fulfils the requirement of uncertainty referred to in article 7:925 of the Civil Code, if and insofar as the damages that are claimed result from an event in respect of which the policyholder and the insurer were uncertain whether loss would ensue from that event at the time that the insurance was taken out.

Definitions

Broker

The party that brokers the insurance.

Insured party

The insured parties are the (legal) persons listed below:

- a Employees who have a contract of employment with the policyholder in accordance with civil law.
- b Temporary employment agency workers, on-call workers, trainees, secondees, volunteers, directors, board members and director-shareholders, all in respect of work that they perform on behalf of the policyholder.
- c Every person, insofar as this is shown by the policy.

Insurer

The insurer(s) as named on the policy schedule, here represented by Meijers Assuradeuren BV as authorised representative.

Policyholder

The person with whom the insurance is taken out and who is named as such in the policy.

Sum insured

The sum insured stated on the policy schedule applies to all insured sections together.

General terms and conditions of insurance

1. A. Basic cover

- a The insurance covers the liability under civil law of the policyholder pursuant to article 7:611 of the Civil Code and article 7:658 of the Civil Code for (personal and property) damage not insured elsewhere resulting from an accident whilst driving a motor vehicle when performing work on behalf of the policyholder. The force of article 7:611 of the Civil Code is also considered to be effective for temporary employment agency workers, trainees and volunteers. Also understood to be meant by driving a motor vehicle is: getting in and out, performing emergency roadside repairs to the vehicle during the trip, or providing assistance in doing so and when topping up with fuel at a petrol station.
- b Both the policyholder and the insurer are uncertain whether this liability also applies, or whether it will apply in the future, in the proportion between the employer and the person who performs the work on his behalf with no employment contract (with the exception of temporary employment agency workers, trainees and volunteers). The policyholder wishes to cover this uncertainty by means of this insurance. The insurer is, for the time- being, of the opinion that in that ratio there is no liability and, if the policyholder is held liable, shall put forward a defence on the policyholder's behalf. The costs associated with that defence shall be borne by the insurer. Nevertheless, if the liability is found to be a fact, the full cover defined in the terms and conditions of the policy shall, of course, apply.

1. B. Using the roads by means of public transport, bicycle or as a pedestrian

- a a The insurance covers the liability under civil law of the policyholder pursuant to article 7:611 of the Civil Code and article 7:658 of the Civil Code for (personal and property) damage not insured elsewhere resulting from an accident whilst using the roads when performing work on behalf of the policyholder. The force of article 7:611 of the Civil Code is also considered to be effective for temporary employment agency workers, on-call workers, secondees, volunteers and trainees.
- b b Both the policyholder and the insurer are uncertain whether this liability also applies, or whether it will apply in the future, in the proportion between the employer and the person who performs the work on his behalf with no employment contract (with the exception of temporary employment agency workers, on-call workers, trainees and volunteers). The policyholder wishes to cover this uncertainty by means of this insurance. The insurer is, for the time- being, of the opinion that in that ratio there is no liability and, if the policyholder is held liable, shall put forward a defence on the policyholder's behalf. The costs associated with that defence shall be borne by the insurer. If the liability is nevertheless found to be a fact, the full cover defined in the terms and conditions of the policy shall, of course, apply.
Understood to be meant by using the roads is:
 - using the public transport as a passenger;
 - using the road on a bicycle or as a pedestrian.

1. C. Commuting

The insurance covers loss not insured elsewhere of an employee, including temporary employment agency workers, on-call workers, secondees, trainees and volunteers, resulting from an accident whilst commuting. Understood to be meant by loss is personal injury, which is treated by a physician. Damage to property is only insured if personal injury is covered. Understood to be meant by commuting is the travel between the home and the location where the work is performed for the policyholder using the most common route, insofar as this is reasonably possible. Understood to be meant by volunteer within the meaning of the policy: the person who performs voluntary and unpaid work on behalf of others or society, in an organised manner that is not by way of his or her occupation, based on a volunteer contract or a contract for professional services. Understood to be meant by volunteer contract is: the written contract in which the organisation and the volunteer have laid down their reciprocal rights and obligations. Understood to be meant by contract for professional services is: the contract in which the one party, the policyholder, binds itself to the other party, the client, other than on the basis of a contract of employment in order to perform work.

1. D.

If it is found that the liability covered by this insurance is also covered by (an) other insurance / insurances, or would have been covered under those insurances if the present cover had not existed, then this cover solely applies as a difference in conditions and sum insured with this/these other insurance(s). A deductible of this/these other insurance(s) shall not be reimbursed.

In the event of loss, the policyholder is obliged to list all other insurances of which he is aware that were in force at the time of an event.

2. Area of cover

The insurance covers events worldwide.

3. Payment of premium

- a The policyholder has to pay the premium, including the costs and the premium tax in advance on the premium due date.
- b If the policyholder does not pay or refuses to pay the initial premium on the thirtieth day, at the latest, after receipt of the request for payment, without a further notice of default being required by the insurer, no cover is provided in respect of all events that occur after receipt of the request for payment.
- c If the policyholder refuses to pay the renewal premium, no cover is provided in respect of events that have occurred after that time.
- d If the policyholder does not pay the renewal premium on time, no cover is provided in respect of events that have occurred as from the fifteenth day after the insurer has demanded the payment in writing from the policyholder after the renewal date and payment has not been made.
- e The policyholder continues to be obliged to pay the premium.
- f The cover again becomes effective for events that occurred after the day on which the money owed by the policyholder has been received in full by the insurer. In the event of agreed instalments, the cover again becomes effective after all instalments that were unpaid have been paid.
- g Also understood to be meant by renewal premium is the premium owed by the policyholder when the insurance is renewed tacitly.
- h Also understood to be meant by initial premium is the premium owed by the policyholder in relation to an interim alteration of the insurance.
- i If the amount owed is not paid on time, the insurer is entitled to pass on the claim for collection and the policyholder is obliged to pay to the insurer the full costs resulting from this, as well as the statutory interest, both judicially and extrajudicially.
- j To allow calculation of the premium, the insurers have to receive an account at regular intervals of the numbers of staff in the company and the category in which they fall, including the average number of temporary employment agency workers and volunteers.

4. Change to the premium and/or terms and conditions

The insurer is entitled to change the premium and/or the terms and conditions of certain groups of insurances as a whole. If this insurance forms part of that group, the insurer is entitled to adjust the premium and/or the terms and conditions of this insurance in accordance with that change at a date to be stipulated by the insurer.

The policyholder shall be informed of the change and shall be deemed to have agreed to the change unless the latter inform the insurer to the contrary in writing within thirty days of being informed of this. In this latter case, the insurance shall end on the date on which the premium was to change stated in

the letter sent by the insurer.

The policyholder is not permitted to cancel the insurance if:

- the change in the premium and/or terms and conditions ensues from statutory regulations or provisions;
- the change relates to a decrease in the premium and/or an extension of the cover.

5. Term and end of the insurance or the cover

The cover only applies to accidents that occur after the effective date of the insurance.

5.1 Period of validity

The insurance has a period of validity as stated on the policy schedule and is renewed tacitly by the same term.

5.2 End of the insurance

5.2.1. The insurance ends by means of written cancellation by the insurer:

- a At the end of the period of validity stated on the policy schedule, subject to two months' notice.
- b Within a month of an event being reported by the insured party to the insurer that can lead to an obligation of the insurer to make a payment, or after the insurer has made (or refused) a payment under the insurance. The insurance ends on the date stated in the letter regarding the cancellation, which is no earlier than two months after the date of the letter regarding the cancellation, except for in the case that the cancellation relates to the intention of an insured party to mislead the insurer or in the event of fraud or deception, as well as if, further to an event, the insured party has intentionally misrepresented the facts.
- c If the policyholder does not pay or refuses to pay the premium owed on the first premium renewal date, as well as if the policyholder does not pay or refuses to pay the renewal premium in time, however in the latter case only if the insurer has futilely demanded payment from the policyholder after the premium renewal date has lapsed. The insurance ends on the date stated in the cancellation letter, which, in the event of late payment, is not earlier than two months after the date of the cancellation letter.
- d Within two months of the discovery that the policyholder has not complied with the notification obligation when entering into the insurance and, therefore, the policyholder has acted with the intent to mislead insurer or the insurer would not have entered into the insurance if they had been aware of the true state of affairs. The insurance ends on the date stated in the cancellation letter.

5.2.2. The insurance ends when cancelled in writing by the policyholder:

- a At the end of the period of validity stated on the policy schedule subject to a two months' notice period:
- b Within a month of an event being reported by the insured party to the insurer that can lead to the insurer being obliged to make a payment or after the insurer has received or

have refused a payment under the insurance. The insurance ends on the date stated in the cancellation letter, provided this is not earlier than two months after the date of the cancellation letter.

- c Within a month after receipt of the written notification from the insurer concerning an alteration to the premium and/or terms and conditions to the detriment of the policyholder and/or insured party. The insurance ends on the day on which the change becomes effective according to the written notification by the insurer (provided this is not earlier than thirty days after the date of the notification referred to above) ;
- d At the start of a new year of insurance following a full year of insurance during which no risk has arisen, on the condition that the cancellation takes place within one month after the expiry of the last-mentioned year of insurance.
- e Within two months of the insurer having appealed to the policyholder in respect of nonfulfillment of the notification obligation when taking out the insurance. The insurance ends on the date stated in the cancellation letter, in the absence of which, on the date of the cancellation letter, in the absence of which, on the date of receipt of the cancellation letter by the insurer.

6. Exclusions

Excluded from the insurance is loss:

- 1 Caused when the motor vehicle is used for purposes other than those permitted by law;
- 2
 - a Caused during preparations for or participation in competitions, speed tests and speed courses. Also excluded is loss during participation in regularity trials, skill contests or car treasure hunts that do not take place in their entirety in the Netherlands.
 - b Caused when driving on a circuit, on a track adapted for this purpose or on a skid course;
- 3 Caused by the intention or with the approval of the policyholder;
- 4 Caused whilst the actual driver of the motor vehicle was not authorised to drive the vehicle in accordance with statutory provisions or statutory decree or did not hold a legally prescribed valid licence for the motor vehicle;
- 5 In respect of which the policyholder intentionally makes an incomplete or false statement, or in this respect he does not comply with an obligation that rests with him ensuing from the policy conditions or from the W. A.M. (Motor Insurance Liability Act) and on account of which the interests of the insurer is harmed;
- 6 Caused whilst the driver was under the influence of alcohol or any intoxicating substance or stimulant, that he would not be deemed capable of driving the motor vehicle properly, or if he would be forbidden from driving the vehicle by law or by the government. Also if, when arrested, the driver refuses to provide a breath test or a urine or blood sample, the insurer shall not provide cover;
- 7
 - a As a result of armed conflict, civil war, revolt, internal civil commotion, riot and mutiny. These six types of acts of wars, as well as the definitions thereof, form part of

the text filed by the Dutch Association of Insurers in the Netherlands on 2 November 1981 at the Office of the District Court in The Hague.

- b In the event of incorrect execution of an instruction or regulation of any military power during any situation or operation referred to under a.
- c During the time that the motor vehicle was requisitioned by civil authorities or military power.

The exclusions under 1, 2, 4 and 6 do not apply to policyholders who are able to demonstrate that the circumstances referred to therein occurred without his knowledge and against his wishes and that, in respect of this, he cannot reasonably be at fault.

7. A. Obligations in the event of loss

- 1 **Obligation to notify a loss**
As soon as the policyholder or the party entitled to a payment is aware of, or should have been aware of, an event that can lead to an obligation for the insurer to make a payment, he is obliged to inform the insurer as soon as reasonably possible of that event.
- 2 **Obligation to provide information regarding a loss**
The policyholder and the party entitled to a payment are obliged to provide the insurer with all information and documents within a reasonable period of time that are of importance to the insurer to assess their obligation to make a payment.
- 3 **Obligation to cooperate**
The policyholder and the party entitled to a payment are obliged to cooperate fully and to refrain from everything that could harm the interests of the insurer. They are obliged to refrain from admitting liability.
- 4 **Penalty in the event that obligations are not fulfilled**
No rights can be derived from this insurance if the policyholder or the party entitled to payment has/have not fulfilled one or more of the aforementioned obligations under the policy and, because of that, has/have harmed the interests of the insurer. Harm is not considered to have been caused when liability is correctly admitted, or when the mere facts are admitted. Every right to payment lapses if the policyholder or the party entitled to payment has not fulfilled the obligations stated above under 1 and 2 with the intention of misleading the insurer, unless the deceit does not justify the lapse of rights.

7. B. Prescription of the right of action against the insurer

- 1 A right of action against the insurer to make a payment is prescribed by three years after the start of the day following the day on which the party entitled to payment became aware of the exigibility thereof. Nevertheless, the right of action under the insurance against liability is not prescribed until six months have passed after the claim against which the insurance provides cover is instituted within the applicable prescriptive period or term of forfeiture.
- 2 The prescription is interrupted by written communication, in which a claim is made for payment. A new period of prescription commences on the start of the day following the day on which the insurer either acknowledge the claim or, by means of registered letter, have unequivocally communicated that they reject the claim, as well as having unequivocally communicated the consequences referred to in paragraph 3.
- 3 In the event of rejection, the legal claim is prescribed by six months.

8. Address

To be legally effective, announcements by the insurer to the policyholder have to be made to the most recently known address by the insurer, or to the address of the broker who provided the intermediary services for this insurance.

9. Costs of legal representation

Included – if necessary in excess of the sum insured - are the costs of proceedings conducted at the request of the insurer and the legal representation provided on their instructions. Penalties, lump-sum payments, court costs associated with criminal proceedings and costs associated with legal representation are not remunerated.

10. Adjustment of the claim

- a Without the prior consent of the insurer, the policyholder is not entitled to admit claims for damage in principal or in scope, to provide advance payments, or to take legal steps. The insurer will carry on proceedings, if any, and are entitled to indemnify injured parties directly and to reach understandings with them. The decisions made by the insurer bind the policyholder and the latter is obliged to provide the necessary powers of attorney. When regular payments form part of the indemnification to be paid and the cash value of these payments, plus other indemnification if any, exceed the sum insured, then the amount or the duration of these payments shall be reduced proportionally.
- b Under this insurance, no rights can be derived from indemnification if the loss is covered by another insurance. If the insurer of that other insurance maintains that its policy does not have to offer cover, the present insurer shall offer cover based on an interest-free loan, upon the transfer of the claim of the liable insured party to the other insurance. The repayment of the loan shall depend on and shall only be made up to the amount that is recovered from the other insurance. No rights can be derived on this article by the insured parties under this policy without the explicit consent of the policyholder, evident from a statement made to the insurer following a loss.

11. Applicable law

Dutch law applies to this insurance.

12. Personal data

When insurance or financial services are applied for, personal data is requested. The broker uses this data to conclude and to execute contracts of insurance or financial services and to manage the relationships ensuing from those contracts, including preventing and combating fraud against financial institutions, for statistical analysis and to meet legal obligations.

13. Applicable law, disputes and complaints

Complaints that relate to the mediation, conclusion and execution of this insurance have, in the first instance, to be submitted to the insurer's company board or broker. After receipt of the complaint we will contact you shortly. All complaints will be dealt with by the board of directors. If after conclusion of the internal complaints procedure, the complaint is not dealt with satisfactorily by the board and you are not acting in exercising a profession or conducting a business, you can – within three months of the date the board took this position - you can apply to the:

Financial Services Complaints Board

P. O. Box 93257
2509 AG The Hague
+31 70 3338999
info@kifid.nl
www.kifid.nl

The KiFiD, the Financial Services Complaints Board, is an independent disputes agency for the insurance industry. For more information regarding the complaints and disputes procedure and the costs, we would like to refer to the KiFiD website. If you do not wish to use the aforementioned complaints and dispute procedures, or if you are not satisfied with the outcome, the dispute can be put before a competent court, unless there was a binding advice. Dutch law applies to our services.

14. Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden NV (NHT, Dutch Reinsurance Company for Terrorism losses)

The insurer has reinsured itself for the risk of terrorism at the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden NV. The "Clauses sheet for terrorism cover with the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden NV" applies to this insurance. This clauses sheet was sent to you on 15 July 2003 as an appendix with a house-to-house letter delivered to all addresses in the Netherlands. If required, we can send this to you again free of charge. You can also view the text at www.terrorisneverzekerd.nl.