



Extra Extended Fire Policy

**EUBP 2015 MEEÙS VVP**

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**Maximisation of compensation for damage shown in percentages and/or amounts is underlined.**



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## **Insurance contract**

This contract meets the requirement of uncertainty, within the meaning of Book 7, Section 925 of the Dutch Civil Code, if and insofar as the damage for which compensation is claimed is the result of an incident regarding which it was not certain for the parties at the time when the parties contracted the insurance that this had led to damage for the insured or would lead to damage in the normal course of events, as provided for in Article 2.1 of these conditions.

## **Article 1 DEFINITIONS (in alphabetical order)**

The terms shown in *Italics* are defined in this Article.

For the purposes of these conditions, the following definitions apply:

### **1.1 Rescue costs**

Costs and offering that can be valued in monetary terms associated with measures taken by or on behalf of an insured and that can reasonably be assumed to have been offered in order to prevent realisation of an impending risk/incident or limit damage as a result of the realisation of the risk.

### **1.2 Europe**

The countries of the European Union, Andorra, (Turkish) Cyprus, Iceland, the Channel Islands, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

### **1.3 Building**

The property described in the policy sheet with all that is intended for or forms part of it according to generally prevailing opinion. The description covers all constructions, insofar as not insured for separate amounts, that, by their nature and equipment, are intended for sustained occupation at that location. The foundations are included in the cover only if this is stated in the policy sheet.

### **1.4 Risk objects**

The buildings at the address(es) described in the policy sheet.

### **1.5 Reconstruction value**

The amount necessary for reconstruction of the insured building - at the same location and of equivalent construction and equipment - immediately after the incident.

### **1.6 Reinvestment**

The deployment of the compensation for damage for restoration, (re)construction and/or the purchase of goods as referred to in Article 1.3 in order to continue the business, profession, other activities or functions covered by the description given in the policy sheet.

### **1.7 Lessee's interest**

The costs incurred by the insured in order to improve or modify the leased building or the leased areas.

### **1.8 Indexation**

Automatic and uninterrupted adjustment of the insured amount in accordance with the agreed index.

### **1.9 Small-scale acts of war**

This insurance is provided partly against all loss and/or damage to the insured interests that is caused by, arises in connection with or must be deemed to be a result of:

#### **1.9.1 Terrorism**

Terrorism refers to violent acts committed by any organisation in order to make an impression on the population and create a climate of uncertainty.

#### **1.9.2 Sabotage**

Sabotage refers to malicious acts that are not taken by the insured and are aimed at preventing the normal operation of a service or business or obstructing traffic.



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### **1.9.3 Provision**

Provision refers to the provision of moveable goods or property and rights on the grounds of a measure by a person exercising government authority.

### **1.9.4 Strike**

The refusal by a number of employees of a business to perform legitimately ordered work, partly or fully.

### **1.9.5 Lock-out**

Lock-out refers to an employer's prohibition or prevention of participation in the labour process by a group of its employees or its entire workforce, as a weapon in a labour conflict.

### **1.9.6 Company occupation**

Company occupation refers to the presence at a business location without the consent of the employer, at the same time barring the employer from access to the location and/or preventing the performance of his/her duties and exercise of his/her powers.

### **1.9.7 Work to rule**

Work to rule refers to the application of a statutory provision or provision of or arising from an employment contract relating to legitimately assigned work in such a way that this obstructs normal business operations.

### **1.9.8 Riots or disturbances**

Riots or disturbances refers to incidental manifestations of violence.

### **1.9.9 Vandalism**

After the perpetrator has forced entry to the building illegally.

This cover does not apply for buildings or parts thereof that have been decommissioned.

### **1.9.10 Actions by legally appointed authorities**

Arising from the risks referred to above in paragraphs 1.9.1 to 1.9.9.

## **1.10 Clearance costs**

The costs for demolition, clearance, removal, disposal and destruction of the insured risk objects that are not already included in the assessment referred to in paragraph 8.1.1 and that are the necessary consequence of damage covered by this insurance policy.

## **1.11 Reconstruction costs**

The costs incurred during the damage compensation term in order to reconstruct, reproduce and reinstate in the administration of the insured the administrative and financial data, drawings, etc. necessary for the progress of the business, regardless of how these are recorded.

## **1.12 Demolition value**

The amount that could be obtained for the parts of the building that are still usable or still have value, less the costs of providing for demolition, clearance, disposal and destruction.

## **1.13 Sale value**

The amount that could be obtained in the sale of the building (with the exception of the land) in normal commercial operations, assuming the same use of the building.

## **1.14 Insurers**

The parties that jointly bear the insured risk, each for its own share in the insured amount.

## **1.15 Insured**

The natural person or legal entity named as such in the policy sheet, in observance of Article 12. The insured is also deemed to be the policyholder, unless another party is named as the policyholder in the policy sheet.

## **1.16 Policyholder**

The natural person or legal entity that contracted the insurance. The policyholder is also deemed to be (one of) the insured(s).

## **1.17 Commercial interests**

The interests of the insured in retaining the risk objects on the grounds of ownership or another real right or bearing the risk for their retention.



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## Article 2 SCOPE OF THE COVER

### 2.1 Cover

The commercial interests are insured against damage, as referred to in Article 2.1.1, if and insofar as the damage is the result of an incident regarding which it was not certain for the parties at the time when the parties contracted the insurance that this had led to damage for the insured or would lead to damage.

#### 2.1.1 Damage to property

Damage to or loss of the insured risk objects shown in the policy sheet, caused by the risks/incidents referred to in Article 2.2, regardless of whether these risks/incidents were caused by the nature of or defects in the insured risk objects.

Damage to or loss of the insured risk objects, regardless of the cause, apart from the exclusions referred to in Article 2.3, is covered if that cause was the direct result of an insured risk/incident, regardless of where this occurred.

### 2.2 Risks/incidents:

#### 2.2.1 Fire

A fire caused by burning and accompanied by flames outside an ignition source that is able to self-spread.

Consequently, the following, among other things, are not deemed to be fire:

- singeing, scorching, melting, charring, smouldering;
- burning through of electrical appliances and engines;
- overheating, burning out, breaking through of ovens and boilers.

#### 2.2.2 Explosion

Immediately caused by a strong release of force at a single stroke by gases or fumes, taking account of the following.

The following distinction must be made in order to determine whether an explosion has occurred.

##### 2.2.2.1 Within a container

Within a container, closed or otherwise, the pressure of the gases or fumes inside it must have caused an opening in the wall of the container, through which the pressure inside and outside the container was suddenly equalised.

How the gases or fumes were formed or whether or not they were present before explosion is not relevant.

##### 2.2.2.2 Outside a container

Outside a container, the release of force must be the immediate consequence of a chemical reaction.

2.2.2.3 Explosion is not deemed to include implosion.

#### 2.2.3 Aircraft and spacecraft

A blow from an aircraft or spacecraft that is taking off, flying, landing or falling, or an associated part thereof that has come loose or a projectile, source of explosion or other object thrown or falling therefrom.

#### 2.2.4 Lightning strikes

Damage to electrical and electronic equipment through overvoltage/induction is insured only if traces of lightning strikes are found in or on the object in which these items are present.

#### 2.2.5 Overvoltage/induction

Through lightning discharges other than those referred to in Article 2.2.4.



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### **2.2.6 Storm**

A wind speed of at least 14 metres per second.

If the wind speed moves changeably above and below 14 metres per second, for the assessment of the number of times that the deductible applies, the period from the time at which the wind speed first reaches 14 metres per second until the start of the period lasting at least 24 consecutive hours in which the wind speed was 10 metres per second or less is treated as a single incident.

### **2.2.7 Air pressure**

As a result of aircraft or spacecraft starting up and/or undergoing test runs or breaking the sound barrier.

### **2.2.8 Water, steam, precipitation, extinguishing agents**

**2.2.8.1** Water, steam or extinguishing agents flowing or overflowing from pipelines located inside or outside the building or water pipeline, central heating and sprinkler or similar appliances or installations connected to these, as a result of bursts due to frost, breakage, blockages or other suddenly arising defects.

Compensation is also paid for the costs of:

- detecting the breakage or defect in the pipeline and the associated repair work to walls, floors and other parts of the building;
- the repair of the damaged pipelines, installations and appliances due to frost damage;  
at least insofar as these costs are borne by the insured and are not covered by another policy or would have been covered if the cover that this Article provides had not existed.

**2.2.8.2** Rain or melt water unexpectedly entering the building, provided that it did not enter through open windows, doors or hatches.

The repair costs of roofing, roof guttering and rain pipes are not covered.

**2.2.8.3** Hail or snow, provided that this did not enter through open windows, doors or hatches.

**2.2.8.4** Damage through damp penetration of walls, construction errors or poor maintenance of the building is excluded.

**2.2.8.5** Snow pressure and water accumulation, being the pressure exerted on the outside of the building by snow and/or ice or rainwater, as a result of which the building collapses, partially or completely. Damage as a result of design and/or construction errors, poor maintenance or maintenance arrears is excluded. Roofing, roof gutters, gargoyles and drainage pipes must be checked annually and any defects detected must be repaired without delay. Materials or wastes may not be stored on flat roofs.

### **2.2.9 Theft**

Theft of materials belonging to the insured building, as well as damage to that building as a result of this.

### **2.2.10 Burglary**

Burglary, theft or attempted burglary or theft in which the perpetrator forced entry or attempted to force entry into the building in which the insured risk objects are located by means of breaking from the outside of the said building or a building of which the interior is connected to the interior of the building.

If more than one company or institution, etc. is accommodated in the building, the above provision is met if the perpetrator entered or attempted to enter the part of the building occupied by the insured through breakage.

### **2.2.11 Broken glass**

The glass itself, with the exception of mirrors and wall ornaments, is excluded.



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### **2.2.12 Collisions and freight falling or pouring away as a result**

Damage to or loss of the vehicle, vessel or the cargo that caused the damage and the consequential loss resulting from this are not covered.

### **2.2.13 Oil and other liquids**

Leakages from fixed heating or cooking installations or the accompanying pipelines and tanks as a result of breakage, blockage or another suddenly occurring defect.

### **2.2.14 Smoke and soot**

Sudden emissions from a heating or cooking installation connected to a waste channel.

### **2.2.15 Falling of cranes, hoists, lifting equipment, windmills, antennas, trees, flags, lighting and transmission masts and/or parts of these becoming loose**

If the above items are insured, damage to or loss of these items is not covered, unless this damage is caused by another insured risk/incident.

### **2.2.16 Cutting down and/or pruning trees**

### **2.2.17 Caustic substances**

Insofar as this does not arise as a result of cleaning, repair, renovation or production errors.

### **2.2.18 Meteorites**

### **2.2.19 Landslides**

### **2.2.20 Horses and cattle**

### **2.2.21 Small-scale acts of war (see definition 1.9)**

## **2.3 Exclusions:**

### **2.3.1 War risk**

Damage to property caused by or arising from acts of war is excluded:

- armed conflict: every case in which states or comparable parties fight each other, or one attacks the other, with military weapons;
- this also includes armed action by military units under the responsibility of international organisations such as the United Nations, the North Atlantic Treaty Organisation or the Western European Union;
- civil war: a more or less organised armed conflict between residents of the same state, in which a significant proportion of the residents of that state are involved;
- rebellion: organised violent resistance within a state, directed against the public authorities;
- domestic unrest: more or less organised violent action arising at different locations within a state;
- disturbance: a more or less organised local violent action directed against the public authorities;
- mutiny: a more or less organised violent action by members of armed forces, directed against the authorities under which they operate.



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### **2.3.2 Nuclear reaction**

Damage to property caused by, arising during or resulting from nuclear reactions is excluded, regardless of how the reaction arose. Nuclear reaction refers to every nuclear reaction in which energy is released, such as nuclear fusion, nuclear fission and artificial and natural radioactivity.

The exclusion of nuclear reactions does not apply with regard to radioactive nuclides located outside a nuclear plant that are used or intended for use for industrial, commercial, agricultural, medical or scientific purposes, with the proviso that the required licence(s) for production, use, storage and disposal of radioactive substances must have been issued by the government. Insofar as a third party is liable for the damage suffered by law, the exclusion remains in effect.

'Law' refers to the Liability for Nuclear Accidents Act (Bulletin of Acts, Orders and Decrees 1979-225), being the special statutory regulation of liability in the field of nuclear energy.

'Nuclear plant' refers to a nuclear plant within the meaning of the aforementioned Act.

### **2.3.3 Earthquakes, volcanic eruptions**

Damage to property caused by earthquakes or volcanic eruptions is excluded.

With regard to damage arising either during or within 24 hours after the time in which the consequences of the earthquake or volcanic eruption were revealed in or close to the risk objects, the insured must prove that the damage is not attributable to those phenomena.

### **2.3.4 Flooding**

Damage to property caused by flooding as a result of the failing or overflowing of dikes, quays, locks, banks or other water barriers is excluded from the insurance, regardless of whether such flooding was caused by a storm.

This exclusion does not apply to fire or explosions caused by flooding.

## **Article 3 COVER IN THE VICINITY OF THE BUILDING AND ELSEWHERE WITHIN EUROPE**

**3.1** This insurance also covers damage to or loss of parking installations, parking machines, cameras, etc. located close to the buildings at the addresses shown in the policy sheet caused by an insured risk/incident, with the exception of vandalism, strikes, riots or disorder.

**3.2** This insurance also covers damage to or loss of removable parts of the insured building which are temporarily located within Europe as a result of an insured risk/incident, provided that these items are located:

- in buildings;
- outside buildings, but with the exclusion of storm, water, steam, precipitation, hail, snow, collision, and freight that falls or pours out as a result, strikes, riots or disturbances.

The following damage is excluded:

- damage covered by another policy for the insured, or that would have been covered if the cover provided by this Article did not exist;
- damage that arises during transportation.

'Transportation' also refers to loading and unloading and the presence of the insured risk objects in the means of transport, regardless of where it is located.

## **Article 4 COMPENSATION IN EXCESS OF THE INSURED AMOUNT**

If not insured, or not adequately insured elsewhere, this insurance provides cover in the event of damage due to a covered risk/incident and the right to compensation of the following, in excess of the insured sum, up to the maximum

shown in the policy:

### **4.1 Rescue costs;**

If necessary, up to a maximum of 50% in excess of the insured sum for the relevant location.



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**4.2 Clearance costs;**

Up to a maximum of 20% of the insured sum for the relevant location, against the incidents referred to in Article 2.

**4.3 The costs of transportation and storage of the insured risk objects as a result of the temporary unavailability of the buildings;**

Up to a maximum of 20% of the insured sum for the relevant location, against the incidents referred to in Article 2.

**4.4 Damage to buildings leased by the insured in the event of a break-in (Article 2.2.10) or vandalism (Article 1.9.9), at least if and insofar as this damage is borne by the insured.**

Up to a maximum of 20% of the insured sum for the relevant location, against the incidents referred to in Article 2.

**4.5 Loss of lease if the building has become unusable for the purpose shown in the policy sheet. The compensation is paid during the usual amount of time necessary for repair or reconstruction, but within a maximum of 156 weeks.**

If the building is not rebuilt or repaired, the duration of payment of compensation is limited to 13 weeks.

Up to a maximum of 20% of the insured sum for the relevant location, against the incidents referred to in Article 2.

If the insured is both the owner and the user of the building, the loss of lease is fixed on the basis of the economic leasing value of the building;

**4.6 The costs of emergency provisions for the damaged section of the building which the insured is required to incur pursuant to statutory provisions or on the instructions of the government;**

Up to a maximum of 20% of the insured sum for the relevant location, against the incidents referred to in Article 2.

**4.7 Damage to garden landscaping and all accompanying matters, as well as to the paving belonging to the building, if and to the extent that this damage is borne by the insured.**

Up to a maximum of 20% of the insured sum for the relevant location, against the incidents referred to in Article 2.

Damage through weather influences, theft and vandalism is excluded from this, unless the damage is caused by the depositing of articles blown into the garden from outside by a storm.

**4.8 Damage to third party property (such as boilers, water heaters and gas, electricity and water metres), provided that these are attached to the building. This damage is covered only insofar as it is borne by the policyholder or the insured and is not covered by another insurance policy.**

Up to a maximum of 20% of the insured sum for the relevant location, against the incidents referred to in Article 2.

**4.9 Settlement commission, the amount charged by the broker on payment of compensation for damage.**

The maximum payment is 1% compensation for damage in excess of the insured sum.

**Article 5 AWARENESS AND NON-DISCLOSURE OF RISKS**

**5.1** The description of the risk objects or the business shown in the policy sheet is deemed to originate from the insured.

**5.2** Insurers are aware of the location, nature of the building, equipment and use of the risk objects at the start of the contract, and with the abutments.

**5.3** With regard to the risk objects, the insured has the freedom to build extensions, remodel, replace, expand or demolish (parts of) the building and to make internal relocations and other changes, all within the limits of the description included in the policy sheet.

**5.4** If:

- the purpose of the building shown in the policy sheet changes, or



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- insured risk objects shown in the policy sheet are (or will be) out of use for more than three months, or
- the building shown in the policy sheet is (or will be) more than 60% empty for more than three months, or
- the building shown in the policy sheet is occupied by squatters,

the insured must notify the insurers of this at the earliest opportunity, and within two months of becoming aware of the aforementioned change.

For two months following the receipt of this notice, the insurers have an opportunity to cancel the insurance policy, in observance of a notice period of two months, or to require a changed premium and/or conditions. The revised premium and/or conditions shall apply from the date of the notice from the insurers.

In the latter case, the insured has the right to cancel the insurance policy within one month of the revised premium and/or conditions entering into force. The insurance will then be terminated from the date of this notification by the insured.

If the insured fails to issue notice of the change in the risk within the set term, the insurers have the possibility of discontinuing the insurance or of continuing it in a different way, if they provide reasonable grounds to assume that they would have done this if they had been notified of the change in the risk. In that case, the following applies:

- if the insurance would not have been continued, all rights to compensation for damage lapse;
- if the insurance would only have been continued for a changed premium and/or conditions, the damage is compensated in the same ratio as the premium before the change of the risk to the higher premium, if and insofar as there would have been cover under those altered conditions.

#### **Article 6 PRELIMINARY APPRAISAL**

**6.1** If the policy sheet shows that the insured risk objects were appraised by (an) expert(s), this preliminary appraisal is valid for three years, from the date of the signature of the appraisal report. The appraisal report is deemed to form part of the contract. If the insurers prove deception, the appraisal report loses its validity.

**6.2** If the index clause applies to the insurance of buildings appraised in this way, the preliminary appraisal is valid for six years from the date of the signature of the appraisal report. An increase or reduction in the insured sum as a result of indexation is deemed to have been appraised in the same manner.

**6.3** If, following the end of the aforementioned terms, no new appraisal report is issued, the preliminary appraisal remains valid for a period of 12 months as a parties appraisal. Thereafter, the insured sum is treated as a submission by the insured itself.

**6.4** If the policy shows that the insured risk objects have been appraised by the parties themselves, that value applies until the termination of the insurance. However, the insurers reserve the right to prove that this value was excessive at the time of the damage.

**6.5** The preliminary appraisal by experts and/or by the parties loses its validity in the following situations:

- transfer of the commercial interests and the new insured uses the appraised property for different purposes, or
- the appraised property is or will be out of use for more than 12 months, or
- the building is (or will be) more than 60% empty for more than 3 months, or
- the building is occupied by squatters, or
- no reinvestment takes place after the damage.



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## Article 7 DAMAGE REPORTS AND APPRAISALS

### 7.1 Reporting

The insured is required to notify the insurers as soon as reasonably possible of every incident which could give rise to an obligation for the insurers to pay compensation for damage.

### 7.2 Appointment of experts

**7.2.1** The appraisal made by an expert appointed jointly or two experts with the insured and the insurers each appointing one of the experts, serves as sole evidence of the amount of the damage; In the latter case, both experts appoint a third expert prior to the commencement of their work. In the absence of agreement, having heard or having properly summoned both experts, the third expert shall determine the amount of the damage in accordance with the policy conditions and within the limits of the two appraisals. The experts have the right to enlist the support of specialists, individually or jointly.

**7.2.2** The appointment of (an) expert(s) and acceptance of the assignment must be shown by a document to be signed by the insured and the expert(s), the model for which has been filed with the registry of the District Court of Amsterdam by the Coöperatieve Vereniging Nederlandse Assurantie Beurs B.A.

**7.2.3** If any appointment is not realised due to negligence or the absence of agreement, an appointment that is binding on both parties shall be made by the President of the Chamber of Commerce of Amsterdam or Rotterdam, at the request of either party.

The party making this request shall notify the other party of this.

**7.2.4** Cooperation with the procedure described does not entail any recognition by the insurers of an obligation to pay compensation for damage.

### 7.3 Assistance

The insured and the insurers are required to provide the experts with every assistance that they consider necessary for the proper performance of their tasks, including providing them with access to the policy and other administrative data, as well as the provision of information concerning the cause, process and scale of the damage.

### 7.4 Fees and costs

The fees and costs of experts and specialists shall be borne by the insurers in full. However, if the total invoices from the expert(s) appointed by the insured and the specialist(s) that they consult exceed the corresponding total on the part of the insurers, the additional amount is borne by the insured.

## Article 8 DAMAGE AND AMOUNT OF THE COMPENSATION

**8.1** The obligation of the insurers to pay compensation for damage consists of:

**8.1.1** damage to property: at the discretion of the insurers, the difference between the value of the insured risk objects immediately before and immediately after the incident or the repair costs immediately after the incident for the property that, in the opinion of the experts, qualifies for repair, as well as the reduction in value caused by the incident and which is not recovered by the repair;

**8.1.2** the amount of the compensation in excess of the insured sum, in compliance with Article 4;

**8.2** The appraisal of the value of the insured risk objects immediately prior to the incident is based on the valuation principle referred to below, and this valuation principle will be taken into account in the appraisal of the value immediately after the incident.

**8.2.1** In the case of insurance on the basis of a valid preliminary appraisal: the value of the preliminary appraisal.

**8.2.2** If there is no valid preliminary appraisal, in the case of the insurance of:

**8.2.2.1 buildings:**

- the reconstruction value, if:
  - the insured gives notice that repair or reconstruction will take place within 12 months, at the same location or otherwise.
  - \* The repair/reconstruction must have commenced within 24 months of the date of the damage;
  - \* this is lower than the sale value;
  - the building is subject to a reconstruction obligation.
  
- the sale value, if:
  - \* the building was offered for sale;
  - \* the building was declared uninhabitable or unfit for use by the competent authorities;
  - \* the building was void or out of use for more than 9 months;
  - \* the building was occupied by squatters, partially or in full, for more than 3 months;
  - the insured did not give notice within 12 months of the date of the damage that repair or reconstruction would take place, or that the repair/reconstruction did not commence within 24 months of the date of the damage.

However, if the insured gives notice within 12 months of the date of the damage that the repair or recovery will take place: the reconstruction value, provided that the repair/reconstruction commenced within 24 months of the date of the damage.

- the demolition value if:
  - \* the insured intended to demolish the building before the damage occurred;
  - the building was intended for demolition or compulsory purchase.

**8.2.2.2** If a different value from that described in Article 8.2.1 is agreed: that other value.

**8.3** In the case of insurance based on indexation, the effect of the index on the insured amount immediately prior to the incident will be taken into account, up to any maximum agreed.

The maximum is 125% of the insured sum fixed on the last premium due date.

**8.4** Surpluses of risk objects insured for excessive amounts shall be applied to shortfalls for risk objects insured for too low amounts, in observance and in the sequence of the provisions of Article 9.

**8.5** The damage compensation term is limited here to 13 weeks if:

- following an incident, the business activities affected by this are not continued;
- if no attempts at repair or recovery are commenced within 13 weeks.

**8.6** The obligation of the insurers to pay compensation for damage applies to a maximum of the insured sum, on the understanding that even after the application of Article 9, in no case will more compensation be paid than the total amounts insured prior to that date, plus the amount of the compensation in excess of the insured amount in accordance with Article 4.

**8.7 Proportionality provision**

**8.7.1** In the event of damage to property, compensation is due only on a proportional basis if the insured sum is less than the value of the insured risk objects immediately prior to the incident.

**8.7.2** Full compensation is provided on the grounds of Article 4, up to the maximum amounts insured for this. The proportionality provision does not apply.

**8.8 'Premier risque' provision**

**8.8.1** With regard to the cover provided by this insurance on a 'premier risque' basis (the maximum amount of compensation paid for damage or loss, regardless of the actual value of the insured risk objects immediately prior to the incident), the proportionality provision described in Article 8.7 does not apply.



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**8.8.2** If a deductible applies, the amount of damage remaining after the applicable deductible has been deducted is compensated up to a maximum of the premier risque amount.

**8.9** The insurers will settle each amount of compensation for damage due within 4 weeks of receipt of all the necessary data. In no case can the insurers be deemed to be in default less than 4 weeks following the date of this receipt.

**8.10** If an insured fails to comply with one of the obligations in the policy, or fails to do so in full, the insurers may reduce the compensation payments by the damage that they suffer as a result.

**8.11** In the event of the rejection of a claim for compensation for damage, the legal claim expires through the passage of twelve months.

**8.12** In the event of derogation from Book 7, Section 962(3) of the Dutch Civil Code, the insurers shall not take recourse against the policyholder and/or the insured, unless the policyholder and/or the insured caused the damage with malicious intent, within the meaning of this insurance policy.

### **Article 9 BRIDGING**

**9.1** If the insured risk objects, insured with or without preliminary appraisal, are no longer present, the amounts released shall be applied to the replacement insured risk objects. If no replacement, or only partial replacement has taken place, the amounts released will be included in the recalculation referred to in this Article.

**9.2** The premium will then be recalculated on the basis of the values immediately prior to the incident, on the basis of the individual premium rates.

**9.3** If, after recalculation, the total of the original premium amounts proves to be equal to or higher than the total of the recalculated premium amounts, the proportionality rule of Article 8.7.1 will not be applied and compensation for damage will be paid on the basis of the appraised value immediately prior to the incident.

**9.4** If, after recalculation, the total of the original premium amounts proves to be less than the total of the recalculated premium amounts, the insured sums will be deduced in the ratio of the shortfalls in premium due to the total premium surplus, such that the total of the premium amounts then recalculated is equal to the total of the original premium amounts, after which compensation for damage will be paid in accordance with the proportionality rule of Article 8.7.1.

**9.5** If more than one location is insured, the bridging of the insured amounts from other locations to the location at which damage has occurred (hereinafter referred to as 'the damage location') is permitted only up to a maximum of 130% of the latest insured amounts of the damage location known to the insurers.

### **Article 10 PRESCRIPTION**

Legal action against the insurer for payment of compensation lapses by prescription through the passage of three years following the start of the day following that on which the insured became aware that this could be claimed.

### **Article 11 OTHER INSURANCE**

**11.1** The insured is required to note all other insurances of which it is aware and which offered cover for the insured risk objects and/or (part of the) consequential loss during the incident.

**11.2** If the insured risk object or the consequential loss is also insured under a policy contracted especially for that purpose, that special policy takes precedence at all times. 'Specially contracted policy' refers to glass insurance, valuables insurance, electronics (consequential loss) insurance, machine breakdown (consequential loss) insurance, construction all risks (consequential loss) insurance, 'advance profit' insurance, reconstruction costs insurance and loss of lease insurance.

### **Article 12 TRANSFER OF COMMERCIAL INTERESTS**

**12.1** With regard to the insured risk objects, the insurance follows the commercial interests if and insofar as these are transferred to another party. The following applies, except in the case of goods.



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**12.1.1** Following the transfer of the commercial interests due to decease, both the new insured and the insurers may cancel the contract, observing a notice period of two months, within three months of receiving notice of that transfer.

**12.1.2** Following the transfer of the commercial interests other than through decease, the contract lapses through the passage of 30 days, unless the new insured has notified the insurers within that term that he will take over the insurance contract. In that case, the insurers may cancel the contract within 30 days of receipt of this notice, with a notice period of at least 8 days.

**12.2** The provisions of this Article cannot lead to renewal of the contract or to limitation of the right of cancellation on other grounds.

**12.3** Changes in the trading name or legal status, participation in, exit from or the transfer of shares in a company or a community of property cannot be regarded as a transfer of the commercial interests.

## **Article 13 PREMIUMS AND PAYMENT OF COMPENSATION FOR DAMAGE**

### **13.1 Definitions**

#### **13.1.1 Premium**

For the purposes of this Article, 'premium' also refers to the other amounts payable in relation to the insurance policy.

#### **13.1.2 Insured**

For the purposes of this Article, insured also refers to the policyholder as well as to all other parties from whom the premium is due.

### **13.2 Premium payment**

**13.2.1** The broker undertakes to pay the premium to the insurers as if it were his own debt at the moment that this becomes payable by the insured pursuant to this insurance contract. Unless explicitly agreed or to be agreed otherwise, payment of the premium by the broker shall take place through crediting of the insurers' current account with the premium owed by the insured pursuant to the insurance contract, at which time the insured will be granted discharge in respect of the insurers.

**13.2.2** The insured is required to reimburse the broker for the premium. If the insurance was contracted via a second intermediary and the insured has paid this second intermediary, the insured is first granted discharge in respect of the broker through this payment when the second intermediary has reimbursed the broker for the premium.

**13.2.3** Without prejudice to the liability of the insured for payment of the premium due to the broker, the insurance contract will be effective only for the term for which the premium is paid to the broker and for the term for which the broker has granted credit to the insured. In the interpretation of this, the insured shall be deemed to have received credit until he is notified of its cancellation in writing.

**13.2.4** Through the contracting of the insurance policy, the broker is irrevocably authorised by the insured to relieve the insurers of their obligations pursuant to the insurance contract in the interim if the insured or, in the case of insurance contracted via a second intermediary, this second intermediary fails to pay the premium to the broker. The broker will not relieve the insurers of their obligations without notifying the insured in writing in advance of his intention.

### **13.3 Compensation for damage and premium refunds**

**13.3.1** Unless the right-holder wishes otherwise and has notified the insurers of this in writing in advance, the broker will debit the insurers' current account for the compensation for damage and premium refunds due. The insurers will be granted discharge as a result, as soon as the compensation for damage is received by the right-holder or settlement has taken place with the right-holder, in compliance with the law, or in compliance with a regulation existing between the right-holder and the broker.



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If the insurers have paid the compensation amounts to the broker and the latter fails to transfer these to the right-holder, the insurers may reclaim the compensation amounts from the broker if the right-holder claims renewed payment from them.

If the broker has transferred the compensation amounts received from the insurers to the second intermediary, but the latter fails to transfer these to the right-holder, the broker may reclaim the compensation amounts from the second intermediary if he receives a claim for direct payment from the right-holder or if the insurers reclaim the compensation amounts from the broker, as provided for in this paragraph.

**13.3.2** The broker shall transfer the compensation for damage and premium refunds to the right-holder. However, the broker is obliged only to pay the then remaining balance after settlement of this compensation for damage and these premium refunds with any established claims against the insured pursuant to any insurance policy whatsoever, payable or otherwise, existing at the time at which the transfer obligation arises. However, this settlement shall not take place with insurance policies made out to order or the bearer, unless the policyholder is entitled to the compensation and in the case of mandatory liability insurance policies. If rights of pledge are attached to compensation, within the meaning of Book 3, Section 229 of the Dutch Civil Code, or if a preferential right exists, within the meaning of Book 3, Section 283 of the Dutch Civil Code, as well as in the case of a non-mandatory liability insurance contract, the settlement shall not extend beyond what the policyholder owes in relation to the insurance policy under which the compensation is paid.

### Article 14 ACTIONS OF INSURERS

**14.1** All actions which the insurers are authorised and required to perform may be performed by them both jointly and individually.

**14.2** The way in which an insurer applies its powers or complies with its obligations does not alter the legal position of co-insurers in any way.

**14.3** The insurers marked with a \* in the policy sheet hereby authorise the insurers designated with a figure to co-sign documents on their behalf, as referred to in the Administrative Signature of Policy Documents regulation of the Coöperatieve Vereniging Nederlandse Assurantie Beurs B.A.

### Article 15 NOTICES

**15.1** The insurers and the insured may lawfully submit all notices intended for each other to the broker.

**15.2** All notices from the broker to the insured may be lawfully sent to the broker's last-known address of the insured shown in the policy sheet.

### Article 16 START AND END OF THE CONTRACT

**16.1** The contract starts and ends at noon local time at the place at which the risk objects are located.

**16.2** If the contract is not cancelled by the insured or the insurer(s) in writing at least two months before the expiration date of the contract, it shall be tacitly renewed by the last term agreed, but for no longer than twelve months.



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#### **Article 17 DISCLOSURE OBLIGATION**

**17.1** The provisions of Book 7, Section 928(2) of the Dutch Civil Code shall not apply to the disclosure obligation of the policyholder on the contracting of this insurance policy.

**17.2** Through full or partial transfer of a share of an insurer, no new rights arise for the acquiring insurer in relation to the disclosure obligation of the insured. The rights of the original insurer in that regard nevertheless transfer to the acquiring insurer in full.

#### **Article 18 DISTRIBUTION**

If the corporate distribution of the authorised agents is not shown in the policy sheet, they have signed for shares in companies, as filed with the Coöperatieve Vereniging Nederlandse Assurantie Beurs B.A.

At the request of the insured, the broker or the Coöperatieve Vereniging Nederlandse Assurantie Beurs B.A. will provide an overview of the companies and their shares.

#### **Article 19 APPLICABLE LAW**

This insurance policy is governed by Dutch law.

#### **Article 20 DISPUTES**

All disputes regarding this agreement are subject to the decision of the competent court in Amsterdam or Rotterdam.

This text is a translation. In the event of ambiguities and/or differences between the original text and the translation, the original Dutch text is decisive for the scope of the mutual rights and obligations set out in the conditions and clauses.