

## **GLASS 2015 MEEÙS VVP**

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### **Insurance contract.**

This contract meets the requirement of uncertainty, within the meaning of Book 7, Article 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. Further Definitions**

### **1.1 Glass**

The glass forming part of the building named in the policy sheet, serving to let through light or to close off an opening or otherwise, as well as synthetic skylights, screens and roof windows. This also includes the interior glass forming part of the building and the glass in the terrace and/or balcony barriers.

## **Article 2. Covered incidents**

**2.1** The insurer will pay compensation for damage to the glass through breakage, regardless of how this is caused.

**2.2** The insurer will also pay compensation for the costs of necessary temporary provisions to close off an opening arising as a result of breakage.

If the damage to the glass is reported via the service number shown in the policy sheet, unlimited cover is provided for the costs of any emergency provision applied.

If the damage to the glass is not reported via the service number shown in the policy sheet/conditions, cover is provided for the costs of any emergency provision applied to a maximum of €500 per incident.

**2.3.** Unless the policy sheet shows that these are also insured, this insurance policy does not relate to:

**2.3.1** paintwork, covers, foil or inscriptions and decorations on glass, including etchings;

**2.3.2** enamelled glass;

**2.4.1.** The insurer will pay compensation for extra costs of dismounting and mounting carpentry work, sunshades, central heating radiators, roller blinds (or guide rails for these), neon sign installations, awnings and the like in the event of an incident covered under this policy, to a maximum amount of €1,000 per incident.

**2.5.** The insurer will pay compensation for damage resulting from leakage or condensation in double or triple glazing if this is co-insured. The co-insurance of leakage and condensation must be recorded in the policy sheet.

**2.6.** In the case of voids, a deductible of €250 per incident applies. In the event of breakage of more than one pane, the insured bears the burden of proof that this was the result of a single incident.



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### **Article 3. Special exclusions**

This insurance policy provides no cover for damage:

**3.1.** resulting from fire and/or explosion;

**3.2.** to door fittings of tempered glass or laminated glass doors;

**3.3.** arising during renovation, repair or extension work, unless the insured proves that the breakage was not related to this work;

**3.4.** on the relocation, alteration, painting, processing or ornamentation of the insured glass;

**3.5.** which is the envisaged or certain consequence of acts or omissions on the part of the policyholder;

**3.6.** due to defects (Book 7, Article 17.2.8. of the Dutch Civil Code) in leadlights, wire-mesh glass or synthetics. With regard to leadlights, this means that compensation will not be paid for damage to the glass, the lead or to both that results from, or is worsened by wear or other defects in the lead;

**3.7.** to horizontal wire-mesh glass, as long as it does not leak. This does not apply to the insurance of glass in residential properties;

**3.8.** colour variations. The insurer is not liable for colour variations between the newly fitted glass and the existing coloured or solar control or reflective glass.

With reference to Article 7.1, the insurer explicitly reserves the right to settle the compensation for damage to coloured, solar control or reflective glass in cash.

**3.9.** armed conflict, civil war, rebellion, domestic unrest, rioting and mutiny.

The Company must prove that the damage was caused directly or resulted from one of the causes listed in this paragraph. The aforementioned forms of war risk are defined in more detail in the war risk clause, as filed by the Association of Fire Insurers on 2 June 1976 at the Registry of the District Court of Utrecht.

**3.10.** earthquakes and/or flooding or nuclear reactions.

**3.11.** windows that are broken on commencement of the insurance and the costs associated with repair or changing window mullions or other structural provisions.

### **Article 4 Relocation**

On relocation, this insurance policy does not provide cover at the new address without a further agreement.

### **Article 5. Transfer of ownership**

**5.1.** On transfer of the insured interest, the cover ends 30 days after that transfer, unless the insurer agrees to continue the insurance with the new stakeholder, or by as much earlier as the new stakeholder contracts insurance elsewhere.

**5.2.** On the transfer of the insured interest as a result of the decease of the policyholder, the insurance remains in effect unless the new stakeholder cancels the policy within three months of the decease.

## **Article 6. Awareness and change of risks**

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

**6.2.** The 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.

**6.3.** 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.

**6.4. If:**

- the purpose of the building shown in the policy sheet changes, 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 for 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 7. Reporting glass damage**

**7.1.** Glass damage must be reported via the free service number provided.

**0800 - 4441777**

## **Article 8. Compensation for damage**

**8.1.** In the event of glass damage, the insurer will provide for replacement of the damaged glass by at least the same quality of glass. If the damaged glass is no longer available or replacement in the existing system is no longer possible, the insurer is free to pay compensation in cash. The insurer reserves the right here to base the compensation on the rate that would be applied in the case in question by a glass trader affiliated to the company's network.

**8.2.** The cover includes the deductible part of the VAT.



## **Article 9. Premium payment**

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

**9.2.** 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.

**9.3.** 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.

**9.4.** 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.

**9.5.** 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.

**9.6.** 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.

## **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. Indexation**

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

## **Article 12. Notices**

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

**12.2.** 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 13. Start and end of the contract**

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

**13.2.** If the contract is not cancelled by the insured or the insurer 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.

## **Article 14. Disclosure obligation**

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

**14.2.** 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 15. Distribution**

**15.1.** 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 16. Applicable law**

This insurance policy is governed by Dutch law.

## **Article 17. 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.